

Town of Lyman
Select Board Regular Meeting Agenda
Monday, February 20th, 2024 – Lyman Town Hall

Welcome to the February 20th, 2024, 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. Public Hearing – RFP for Aerial Imagery Services

EXECUTIVE SESSION

1.M.R.S.A §405 (A) Discussion regarding personnel matters

- 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 •MDOT Letter

- ITEM #3** **MINUTES**
- a. Review / Approve meeting minutes 2/5/2024

- ITEM #4** **SIGN WARRANTS**
- a. Payroll Warrant #31 in the amount of **\$27,587.88**
 - b. Accounts Payable Warrant #30 (FY2024) in the amount of **\$95,769.95**

- ITEM #5** **UNFINISHED BUSINESS**
- a. RFP Waste Hauling – Review bids/ Updated Contract
 - b. RFP Aerial Imagery Services – Review bids
 - c. Franchise Agreement, Updates if any – Public Hearing scheduled March 18th, 2024
 - d. Discuss chain of communications/ Code of Conduct
 - e. Discuss Bunganut Booth Repairs, updates if any
 - f. Review draft personnel policy

- ITEM #6** **DEPARTMENT AND COMMITTEE REPORTS**
- a. Tax Collector – Monthly Report

- ITEM #7** **NEW BUSINESS**
- a. Discuss repairs to Salt Shed
 - b. Discussion/ Approval of funds for updates to access control system.
 - c. Approval for Field Use Request Form S.M.A.S.H
 - d. Reschedule Next Select Board Meeting – Need room for Election Setup.

OTHER

ADJOURN

Town of Lyman

Select Board
Notice of Public Hearing

11 South Waterboro Rd
Lyman, ME 04002

PUBLIC NOTICE

Tuesday **February 20th, 2024 at 6:00pm** located at the Lyman Town Hall. *(Note: regular Select Board meeting will follow after the public hearing).*

The Select Board will hold a Public Hearing to provide information and allow public comment regarding the Request for Proposal (RFP) for Aerial Orthophotography & Oblique Imagery services.

Information of bids received, and RFP proposal form are attached.

Town Of Lyman
11 South Waterboro Rd
Lyman ME 04002
townmanager@lyman-me.gov
Tel. (207)-247-0642
Fax. (207)-499-7563

RFP Aerial Imagery Services

Open Sealed Bids 2-5-2024

Awarded Bid - TBD

RFP's received

1. Eagle View

Submitted 2-2-2024

John Gannon

25 Methodist Hill Dr.

Rochester, NY 14623

(607)-742-8159

John.gannon@easgleview.com

www.eagleview.com

Year 1 (2024 – 2025)	\$12,804
Year 2 (2025 – 2026)	\$12,804
Year 3 (2026 – 2027)	\$12,804
<u>Additional Fees/ Services</u>	
Change Finder	\$0.43/parcel
Sketch Inspect	\$1.30/parcel

2. TCB Drones, LLC

Submitted 2-2-2024

Stephanie Rivers

3824 Cedar Springs Rd #746

Dallas, TX 75219

(214)-702-2559

info@TCBDrones.com

tcbdrones.com

Year 1 (2024 – 2025)	\$97,916.40
Year 2 (2025 – 2026)	\$108,708.07
Year 3 (2026 – 2027)	\$119,676.40
<u>Additional Fees/ Services</u>	
Disaster Response Program	\$775 / hours/person (drone included)

Aerial Imagery Points to Note and Consider

02/07/2024

Crewed aircraft flights with onboard cameras (not drones) are what is being sought and proposed

Public notice would be posted of the fly date(s) – Current methods of posting include Town Website, E-Mail via MailChimp, Town Facebook Page, and Town Hall LED Roadside Message Board

It is one capture of aerial imagery for the entire town per calendar year - not a continuous surveillance/monitoring video – And the cameras capturing the imagery cannot look in windows – Be assured there is no intent to invade privacy or exercise control over people’s lives – It’s simply an aerial view that can prove to be a useful tool in the performance of certain job functions with various benefits to multiple town departments and personnel that includes enhanced safety and assistance for first responders/employees/volunteers

It would utilize modern day technology to acquire accuracy in an efficient manner – reducing man hours/time spent – and would be of significant aid in catching up with processing the backlog of sheds, garages, building additions, etc. that exist but are not yet captured on the assessment record

It would assist in future town projects (buildings/roads)

It would lesson travel time thereby reducing expenditures such as employee mileage reimbursements

It would expeditiously provide for missing building photos and sketches in the assessment records

It would help track status of buildings/additions/renovations/demos/gravel pits/forestry changes - And it would alert annually changes made at properties so verification can be made that nothing is missed

It would be less invasive than walking onto properties, up to houses and knocking on doors at ground/ “window level when it is not really necessary because the answer could have been found via imagery

It would be especially helpful evaluating properties with unresponsive/uncooperative owners and with properties posted **“Private – No Trespassing”** – It would also help gain sights more easily on those parcels that require .5 mi or more travel into woods on one-lane unplowed/untreated private ways

It is not meant to replace certain job functions – It is only meant to assist when sensible – And it will prove to be particularly useful when Assessor and CEO positions go and remain unfilled for periods of time and the communication system for capturing changes made to properties is broken/disrupted

Lyman had and continues to have the challenges of staff vacancies, missing information, and back lot parcels. Utilizing aerial imagery if able, would be sensible - And although all town expenditures do not entirely recoup all dollars spent, this will at least recoup some by capturing annually any property changes that get missed prior to commitment, **and** the cost for the first year is already covered...How much is too much to spend on a professional tool for a department that brings in the most operating revenue for the town ?

*** FAIR AND EQUITABLE DISTRIBUTION OF TAX BURDEN ***

As changes to property are captured and accounted for in assessment records it results in the most equitable fair share (for all property taxpayers) of the tax amount burden that needs to be raised to fund the budget

Simplified Example

Perfect Town has 2 property owners each with a Land + Dwelling Value of \$100,000 and a Garage Value of \$50,000. **Property Owner A garage is captured. Property Owner B garage is not captured.**

Property Owner – A

Dwelling \$100,000
Garage \$ 50,000 (captured)
\$150,000

Property Owner – B

Dwelling \$100,000
Garage \$ 50,000 (not captured)
\$100,000

Grand Total of Assessed Values in Town (150,000+100,000) = \$250,000

Amount to fund the budget (to be raised by taxes) = \$3,000

$$\frac{3,000}{250,000} = .01200 \text{ mil rate}$$

Property Owner A

150,000 x .01200 = \$1800 tax bill

Share of taxes
with garage captured = \$1800

Property Owner B

100,000 x .01200 = \$1200 tax bill

Share of taxes
with garage not captured = \$1200

\$1800 from Owner A + \$1200 from Owner B = \$3,000 to fund the budget
A is paying more than B for the same Land, Dwelling, and Garage.

B should be paying the same as A, computed as follows:

Both garages captured and properties valued at same = \$150,000

Grand total of Assessed Values in Town Increases to = \$300,000

$3,000 \div 300,000 = .01000$ (*note... mil rate goes down)

$150,000 \times .010 = \$1500$ tax bill each to total the \$3,000 needed to be raised to fund the budget

TOWN OF LYMAN

11 South Waterboro Rd Lyman, ME 04002

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

Email: townmanager@lyman-me.gov

REQUEST FOR PROPOSALS ACQUISITION OF AERIAL ORTHOPHOTOGRAPHY AND OBLIQUE IMAGERY

The Town of Lyman, Maine (“Town”) makes this Request for Proposal (“RFP”) for the purpose of acquiring aerial orthophotography and oblique imagery for the entirety of Lyman, Maine. The Board of Selectmen requests the following additional qualifications and information:

1) GENERAL

- The scope of work is as outlined in this request for proposal. This document does not commit the Town of Lyman to any contract for any service, supply, or subscription whatsoever. The Town of Lyman will not reimburse any information or administrative costs incurred as a result of participation in response to the RFP. All costs associated with response will solely reside at the responding party’s expense.
- The Town will select the offer deemed most advantageous, appropriate, and beneficial to the Town - Evaluation based on qualifications, responsiveness, relevant experience, reputation, and cost
- **RIGHT OF REFUSAL.** The Town reserves the right to: a) Reject any or all proposals, or to make no award. b) Select certain applications from the proposals. c) Require modifications to initial proposals. d) to make partial or multiple awards. e) award based on initial proposals received, without discussion of such proposals. f) invite selected vendors to make oral presentations to the evaluations team. Failure of a vendor to comply with the request for meeting may be grounds for bid rejections. g) excuse technical defects in a proposal when, in its sole discretion, such as excuse is beneficial to the Town.
- The Town will be the sole judge as to whether any variance is material or immaterial to the proposal
- The bidder shall not assign or subcontract any agreement, sublet, or subcontract any portion of the work without the written consent of the Town and the bidder shall bind all subcontractors approved by the Town to all the terms and conditions of the contract
- The bidder is assumed to be familiar with and agrees to observe and comply with all Federal, State, and Local Laws, Statutes, Ordinances, and Regulations and shall fully indemnify, save harmless, and protect the Town, their successors, assigns, agents, customers, affiliates, agents, and employees against any loss, claim liability damage, and expense arising from the bidder’s actual or alleged noncompliance with such laws and regulations
- Under Maine’s Freedom of Access Act (FOAA) all records in possession of the Town are public, unless designated by law as confidential, privileged, or otherwise exempt - Accordingly, any documents you submit may be available to the public - If you believe that documents you submit contain information that is exempt from disclosure under FOAA, you must mark those sections

you believe exempt as “confidential” - You may also request that the Town inform you of any FOIA requests for your submitted documents - The Town’s legal representation shall make the final determination over what is and is not public

- In connection with any work/services performed, the bidders shall procure all necessary permits and licenses applicable to the performance of work contained in the solicitation
- The Town is exempt from paying sales or use tax by State of Maine Statute
- When bidder has not performed or has unsatisfactorily performed the work, the Town may terminate the contract for default and upon termination for default, payment may be withheld at the discretion of the Town - Failure on the part of the bidder to fulfill contractual obligations shall be considered just cause for termination
- Bidders shall use the enclosed bid form and submit additional information/credentials attached with bid form.

2) SCOPE OF SERVICES

- Provide periodic flyover oblique orthographic imagery services for the entire Town of Lyman in “leaf off” conditions, non-snow obscured, nor any ice, clouds, or fog, and when the atmosphere is free of haze, smoke, and dust
- Provide color ortho and oblique photography of images captured simultaneously – GSD 3” resolution – Georeferenced – Web-based with unlimited access to Lyman staff and associates
- Imagery must be viewable online for planners and first responders use – List any mobile options for viewing imagery
- Provide imagery from which measurements can be directly taken on a computer screen
- Image tools shall include: (a) Measuring tools – vertical, horizontal and area, height, bearing, pitch, elevation, location, and identity (to analyze information contained in uploaded GIS data); (b) Change analysis; (c) Cloud solutions; and (d) Overlaying GIS data
- Must be delivered with software tools that allow for cataloging, extracting, viewing, measuring, and analyzing said photography
- Imagery must be compatible with ArcGIS for any derived datasets or application extensions enabling images to be viewed in ArcGIS
- Must Integrate with ESRI, Harris Govern (CAMA), and First Due (Fire Dept records management system)
- Must offer Change Finder Program, Sketch Inspect Program, and Building Outlines
- May offer Disaster Response Program – Describe type of disaster coverage, applicable disaster types, maximum coverage area, and time period during and after that this service will be available
- Provide a complete explanation of training – Include estimated amount of time required for training for end users as well as IT and GIS employees
- Must provide Past Years Capture History going forward
- Start Year – Spring 2024 with Ortho, Oblique, and Building Outlines
- Second & Third Year – Spring 2025 & 2026 with Ortho
- Provide technical details critical to the successful acquisition and processing of imagery
- Provide a complete explanation of technical support you will provide

- 3) COSTS & PAYMENT SCHEDULE
 - Provide an outline of entire annual cost breakdown distributed over a 3-year payout configuration with option to renew subject to approval
 - Advise if there will be any additional fees for licensing, upgrades to any software, or maintenance fees
- 4) AVAILABILITY OF FUNDS
 - Following the initial “Start Year” term, the subsequent 2-year terms will be subject to appropriation of funds in the Town’s Fiscal Budgets voted annually
 - Include Municipal Non-Appropriation Clause with detailed explanation of Town responsibilities for payment should vote to appropriate fail
 - The Town shall be the sole judge and authority in determining the availability of funds
- 5) BID FORMS
 - Lyman Town Hall, Town Manager, 11 South Waterboro Rd, Lyman, ME 04002
Lindsay Gagne, 207-247-0642, townmanager@lyman-me.gov
- 6) **DEADLINE**
 - **February 5, 2024, Lyman Town Hall, by 3:00 p.m.**
- 7) BID OPENING
 - February 5, 2024, Lyman Town Hall, 6:00 p.m.
- 8) INSURANCE REQUIREMENTS
 - Vendor, at its own expense, shall provide and maintain sufficient liability insurance against claims or lawsuits which result from the actions of service providers, its employees, and agents in accordance with what is required by the Town
 - Nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor’s responsibility for payment of damages resulting from performance or completion of work
- 9) INFRINGEMENT
 - Any interested party shall not infringe on patents, copyrights, trademarks, or intellectual property rights – The consequences of violation shall be borne by the selected party
- 10) INDEMNIFICATION
 - You agree to hold the Town harmless from any claim for death, injury, property damage, or other loss which may result from your performance of the contract – If such a claim is made against the Town, you will defend the Town and pay any amount (indemnify) for which the Town may be held liable in a legal action for such claims.

PROPOSAL FORM:

Due: **February 5th, 2024 by 3:00PM EST.**

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

submit additional information/credentials attached with bid form.

Annual cost per year

Year 1(2024 – 2025): _____

Year 2(2025 - 2026): _____

Year 3(2026 – 2027): _____

Additional Fees/services, list out, if any

Additional Services	Fee
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

Signature _____ Company _____

Name (print) _____ Telephone # _____

Title _____ Fax # _____

Address _____

Email Address _____

Web Site _____



Town of Lyman Request for Proposals: Acquisition of Aerial Orthophotography and Oblique Imagery

Eagleview Response

Submitted By

John Gannon
District Sales Manager
(607) 742-8159
john.gannon@eagleview.com

EagleView

25 Methodist Hill Dr.
Rochester, NY 14623
www.eagleview.com



February 1, 2024

Lindsay Gagne
Town of Lyman
Lyman Town Hall
11 South Waterboro Rd.
Lyman, ME 04002

Dear Lindsay,

On behalf of Pictometry International Corp. (a member of the EagleView family of companies and herein referred to as “EagleView”), thank you for the opportunity to present our response to the Town of Lyman (the Town) Request for Proposals: Acquisition of Aerial Orthophotography and Oblique Imagery. We have reviewed your requirements and believe they align with our strengths as the aerial imagery industry leader.

EagleView has been a trusted provider of digital mapping and high accuracy aerial imagery solutions since 2001. Having delivered products and services to similar clients for decades, we feel confident that EagleView has demonstrated the commitment to excellence expected of a trusted vendor.

Highlights of our proposal include:

Reliable source for all aerial data needs: Eagleview is a trusted vendor who can serve as your go-to source for all aerial data needs.

Superior image clarity and quality: EagleView will deploy its state-of-the-art, custom camera system to collect high-quality ortho and oblique imagery simultaneously at 3” GSD resolution. Because we use the highest quality sensors that are hand crafted, EagleView can capture resolutions with up to 1” GSD.

Industry-leading platform and unique integrations: Our web-based imagery viewing software, EagleView Cloud Explorer, provides licensed users with unlimited views and the ability to measure and analyze both ortho and oblique imagery in conjunction with other GIS data. CONNECT has established integrations with Esri ArcGIS products, Harris Govern, First Due, and many widely used software applications.

Hard copy delivery: EagleView will provide the Town with a hardcopy delivery of both ortho and oblique imagery. This brings value to our clients in the event of needing imagery when there is no internet access.

Unmatched experience: EagleView has experience providing aerial solutions across the State of Maine, including Lewiston and Portland counties. We’ve worked with over 2,000 government customers, many appraisal districts, and other entities for more than 20 years. All our clients can share imagery as well, enhancing collaboration between government agencies.

Local presence: EagleView is committed to having a local presence in the areas we serve. Our company has dedicated EagleView staff who live in the region and can provide in-person and remote Knowledge Transfer to staff.

EagleView has a unique, unrivaled combination of industry knowledge, top-notch analytics, next generation data management, technology innovation, and reliability that we believe the Town requires in a beneficial, cooperative supplier relationship. Our proposal is built on this belief.



We appreciate the opportunity to participate in this process and look forward to further discussion. Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'JG'.

John Gannon
District Sales Manager
(607) 742-8159
john.gannon@eagleview.com

A handwritten signature in black ink, appearing to read 'Robert Locke'.

Robert Locke
President
(585) 487-1538 x4238
bob.locke@eagleview.com

Table of Contents

Executive Summary4

Proposal Form8

Response to 2) Scope of Services9

Flyover Oblique Imagery9

Simultaneous Oblique and Ortho Photography9

Online Viewer10

On-Screen Measurements13

Image Tools14

Software Tools15

ArcGIS Compatibility15

Integrations15

Change Detection Program (Optional)18

Sketch Inspect (Optional)20

Building Outline Creation21

Disaster Response Program23

Training23

Capture History24

Start Year24

Second & Third Year24

Technical Details24

Image Acquisition and Processing24

Quality Assurance27

Technical Support29

Costs & Payment Schedule30

Appendix I – Harris Govern Integration Letter31

Executive Summary

Founded in 2000, Pictometry International Corp. pioneered the acquisition of georeferenced, oblique aerial imagery. Pictometry's patented camera system, which captures oblique and orthogonal imagery simultaneously, is the only one to receive U.S. Geological Survey certification. In January 2013, Pictometry International Corp. merged with Eagle View Technologies, Inc., a provider of aerial roof measurements and property data reports.

EagleView combines imagery that reveals the finest and most crucial details with computer vision to help identify insights into any location from anywhere. By delivering timely, comprehensive answers to complex questions, we help professionals across various industries improve people's lives and make informed decisions.

At EagleView, we have become the unparalleled provider of aerial data and measurement and analytical tools through proprietary software and partner integrations. Our fleet of more than 130 aircraft, 500 cameras (plus spares), and a vast processing/production staff gives us the acquisition and processing capacity to meet aggressive timeframes and, since our inception, we have created several proprietary software programs that have streamlined our flight planning, image capture, and processing procedures.

As the inventor of georeferenced oblique imagery, EagleView has captured and produced aerial imagery data since 2001. Today, EagleView flies and captures roughly 500,000 sq. miles per year and has a library of over 1 billion images. This imagery meets positional accuracy requirements, provides maximum features clarity, and exposes details otherwise obscured by atmospheric degradation. Imagery captured using our patented small-format cameras features less building lean than imagery produced using traditional large-format systems and in-house quality control checks throughout the process will ensure imagery meets specs. Oblique imagery will be captured from our proprietary system that has been certified by the USGS.

EagleView for Assessors

Better Images. Better Data. Better Decisions.

EagleView has worked with government customers across North America for two decades helping assessors and assessment organizations *see more*. EagleView's high-resolution aerial imagery, which meets IAAO standards, helps assessors be accurate and make confident decisions through:

- **Clear and Detailed Aerial Imagery.** Using sophisticated cameras and flying at low altitudes, we capture clear and detailed aerial images that make it easy to see important property features.

EAGLEVIEW'S EXPERIENCE BY THE NUMBERS

Extensive track record delivering aerial imagery and tools that improve workflows across departments.



1 BILLION
Images in Eagleview's
cloud-based image library



NEARLY 2,000
North American government
customers served, including
1,500 U.S. counties



100+ AIRCRAFT
Outfitted with proprietary,
high-resolution camera
systems



94% PERCENT
coverage of the U.S.
population



300+ PATENTS
domestic and international
patents granted

www.eagleview.com

- **Oblique Images.** See properties from all four cardinal directions—north, south, east, and west—and gain a complete aerial perspective.
- **Accurate Property Data.** Our property data is generated from precise geographic information, so you can be confident in your data and measurements.
- **Easy-to-Use Software.** With built-in tools to measure distance, height and area, our software makes it easy to analyze properties using a computer.
- **CAMA System Integrations.** Our aerial imagery integrates with CAMA systems providing the convenience of working in one system

Learn more about how our solutions support assessment agencies at:
<https://www.eagleview.com/casestudies/government/>.

Your Solution

In response to this RFP, EagleView has built a custom solution designed to support Town of Lyman for the purpose of acquiring aerial orthophotography and oblique imagery for the entirety of Lyman, Maine. Our aim is to provide 3” ortho and oblique imagery captured in Spring 2024. Deliverables will include:

3” GSD Ortho Aerial Imagery

EagleView offers a Orthomosaic with increased accuracy and clarity to support a wide range of government functions.

EagleView has developed and utilizes an innovative workflow encapsulating flight planning, capture, and final image enhancements to produce ultra high-resolution mosaics. This allows users to extract high accuracy measurements that can service as the foundation of various GIS and other applications, including 3-D modeling and change detection.



Confidence in detailed imagery. *GIS and Planning professionals have increased confidence when making decisions and extracting planimetric features.*

3" GSD Oblique Aerial Imagery

EagleView oblique aerial imagery is captured at an approximate 45° angle and shows properties from all four cardinal directions – north, south, east, and west. This enables visibility to the sides of homes and buildings, giving assessors a comprehensive view to conduct property analysis. This functionality allows assessors to determine home and building heights and see additional property features that are not visible with top-down, orthogonal imagery.



The full view. *Oblique imagery helps assessors conduct desktop appraisals and reduce the need for field visits and onsite inspections.*

EagleView Cloud

Through EagleView Cloud Explorer, users can view, measure, and analyze aerial imagery with precision. Thousands of government customers use EagleView imagery to make informed, accurate decisions every day, and EagleView Cloud Explorer is a dynamic and comprehensive browser-based solution for improved efficiency.

With no download required, EagleView Cloud Explorer is supported in the most recent versions of Mozilla Firefox, Safari, Microsoft Edge, and Google Chrome and is built for mobile optimization, providing a wide range of access options for users. For navigation, toolbar buttons provide fast access to application features and users can quickly locate a point of interest by panning or zooming your maps and images or by entering an address to search for. A single click lets users view a location from a different direction.

With EagleView Cloud Explorer, the Town's users can efficiently:

- Search for images and GIS data
- View images
- Analyze images with measurement tools
- Annotate images
- Overlay GIS layers



Dynamic feature lists. *EagleView Cloud Explorer includes a dynamic list of features, including Dual Pane view, so that users can make fast, informed decisions.*

Proposal Form

PROPOSAL FORM:

Due: **February 5th, 2024 by 3:00PM EST.**

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

submit additional information/credentials attached with bid form.

Annual cost per year

Year 1(2024 – 2025): \$12,804 _____

Year 2(2025 - 2026): \$12,804 _____

Year 3(2026 – 2027): \$12,804 _____

Additional Fees/services, list out, if any

Additional Services	Fee
ChangeFinder	\$ 0.43/parcel
Sketch Inspect	\$ 1.30/parcel
_____	\$ _____
_____	\$ _____

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

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

Signature Robert Locke Company Pictometry International Corp. db

Name (print) Robert Locke Telephone # (585) 487-1538 x4238

Title President Fax # (585) 486-0098

Address 25 Methodist Hill Drive, Rochester, NY 14623

Email Address bob.locke@eagleview.com

Web Site www.eagleview.com

Response to 2) Scope of Services

Flyover Oblique Imagery

EagleView captures oblique imagery at angles of 40° to 45° from the north, south, east, and west to offer a 360° view of every property and parcel. Every pixel in EagleView’s oblique and ortho imagery is georeferenced, giving users the ability to interact with, measure, and extract data from these actionable images. Within EV Cloud, users can pan, zoom, and measure distance, angle, area, width, length, and height (for obliques only).



View Imagery from all angles. *With EagleView imagery, users can measure and analyze properties from north, south, east, and west, as well as nadir views. Image, above, from Waco, TX.*

Simultaneous Oblique and Ortho Photography

Oblique imagery is aerial imagery captured at an angle, providing a more natural perspective, and making objects easier to recognize and interpret. With orthoimagery captured simultaneously with images from four cardinal directions, we produce a 360° view of every property and parcel.

Product: GSD Ortho and Oblique Specification

3" Ortho Frame Delivery

Nominal 3" GSD ortho imagery, Imagery as good as 1.2" and no worse than 3"

Orthomosaic Resolution: 3" GSD (Best Available Provided)

3" Oblique Imagery

Nominal 2.6" GSD oblique imagery ranging from 1.7" to 3.5" GSD oblique imagery.

Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines.

*Orthomosaic
Content
Specifications
(AOI)*

- Typical Positional Horizontal Accuracy: 1m at a 95% confidence level
- Fully automated photogrammetric orthomosaic. Imagery may contain seamlines
- Project-wide color and contrast balancing

Metadata:

*Metadata and
Reporting*

- Metadata generated that meets FGDC Standards, upon request
- Shapefile(s) with discrete deliverable boundaries and directional metadata

*Orthomosaic
Deliverable Format
(Online)*

Access Methods:

- Available via web-based viewer (Cloud Explorer)
- Also available via WMS/WMTS (Image Service)

Projection/Coordinate System: Customer Selectable

Datum: Customer Selectable

File Format:

*Orthomosaic
Deliverable Format
(Physical)*

- Mosaic Tiles
 - Available in JPEG, GeoTiff, JPEG2000, PNG, ECW, MrSID (All Versions) with world file
 - Includes separate Pictometry Map Image (PMI) trailer file
- Project-Wide Mosaic
 - Available in ECW, MrSID (All versions) format

*Oblique Imagery
Deliverable Format*

Access method: Available via web-based viewer (Cloud Explorer)

Delivery Timeline

Best efforts to make ortho imagery available online and/or ready for physical delivery within 30 days of capture completion

Privacy Management

As image resolution continues to improve, it is increasingly possible to view and extract personal data from those images. Given the range of state and local laws on privacy, there is a burden on the company capturing and storing the images to ensure they are complying with privacy regulations in the jurisdictions where they operate. The company must also take steps to protect the privacy of personally identifiable information, which may include masking, blurring, or removing that information from the image.

Online Viewer

EagleView Cloud Explorer provides easy access to EagleView imagery in an intuitive, easy-to-use web interface that allows users to efficiently view and analyze imagery.

Toolbar buttons provide fast access to application features and users can quickly locate any point of interest by panning, zooming, or with a quick search. A single click on the compass changes users to a view from an entirely different direction. Once users find their target location, they can measure, annotate, analyze, and export imagery and data as a file.



Supporting the entire organization. *EagleView Cloud Explorer has an extensive list of features, allowing users from varying departments with different responsibilities access to the information and imagery they need.*

EagleView Cloud Explorer includes a wide range of features for Town users, including:

View Aerial Imagery

- View overhead ortho and side-facing oblique images from a desired location.
- Access available historical imagery by selecting any previous flights on our timeline.
- Pan the current image to view the surrounding area or view a location from different directions with a single click. View more images captured from the same direction within our expansive thumbnail gallery.
- Zoom in or out to show a world view, a particular country, city, community, or neighborhood. Oblique images show neighborhoods and communities in great detail.
- Display images in two panes simultaneously (Dual Pane mode) and choose when to synchronize images in the two panes.
- Review Early Access imagery only a few days after image capture.

Search for Images and GIS Data

- Search unique criteria like address, landmark name, city, or country or search by geographic coordinates (latitude, longitude).
- Search for text and data within GIS layers.

Analyze Images with Measurement Tools

- Measure distance, height, area, elevation, slope, bearing and more.
- Save and edit measurements (for example: move points, add points, move an entire measurement, or change units of measure).

Annotate Images

- Annotate images with text, lines, circles, polygons, or markers (icons).
- Select annotation properties before or after creation.

Overlay GIS Layers

- Overlay images with available GIS data, including layers published through Esri REST map and feature services.
- Turn layers on or off (including contour lines and street names).
- Group, reorder, and rename layers in the list for easier access.
- Customize the density and colors of elevation contour lines.
- Perform a spatial search using the identify tool to highlight areas of important GIS data

Export Images

- Export the image shown in the image pane as a PDF or as a graphics file (in JPEG, PNG formats).

Set User Preferences

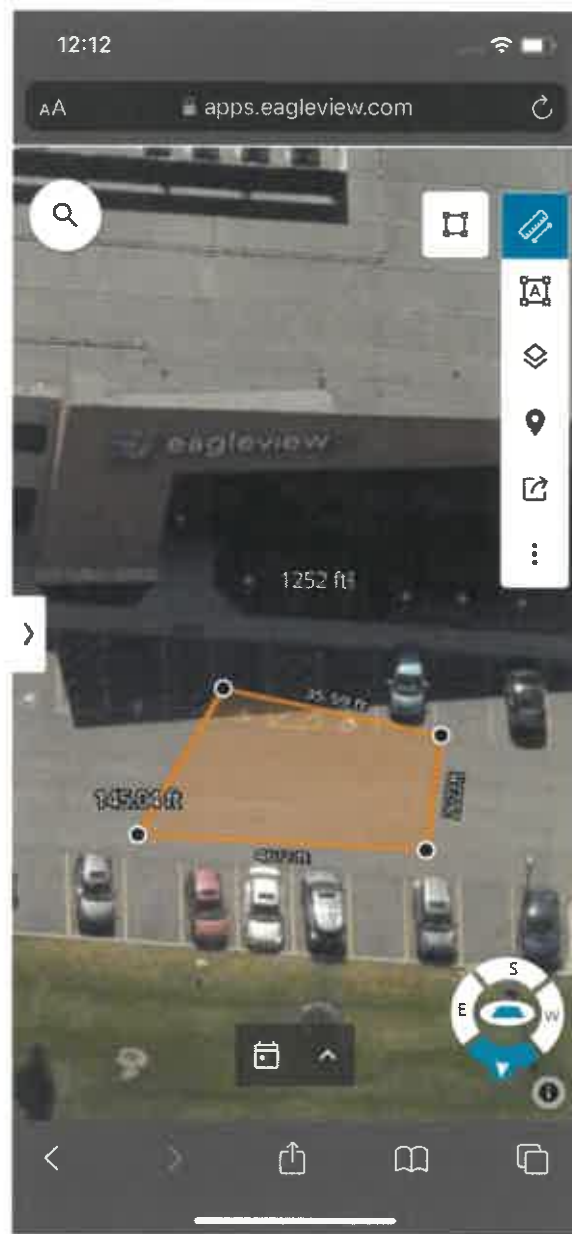
- Set application preferences on a per-user basis.

Mobile Option

Users can log in to EagleView Cloud Explorer via a web browser on both Android and iOS devices, no downloaded app is required.

The tool is designed to be optimized for mobile viewing as it considers reduced screen space and adjusts the user interface accordingly. Mobile access allows users to:

- Pan and zoom around the imagery
- View and query parcel data
- Overlay parcel boundaries and streets
- Use a comprehensive measurement toolset to gain valuable knowledge and detail about a property or parcel.



Cloud Explorer via web browser. A sample screenshot of mobile use.

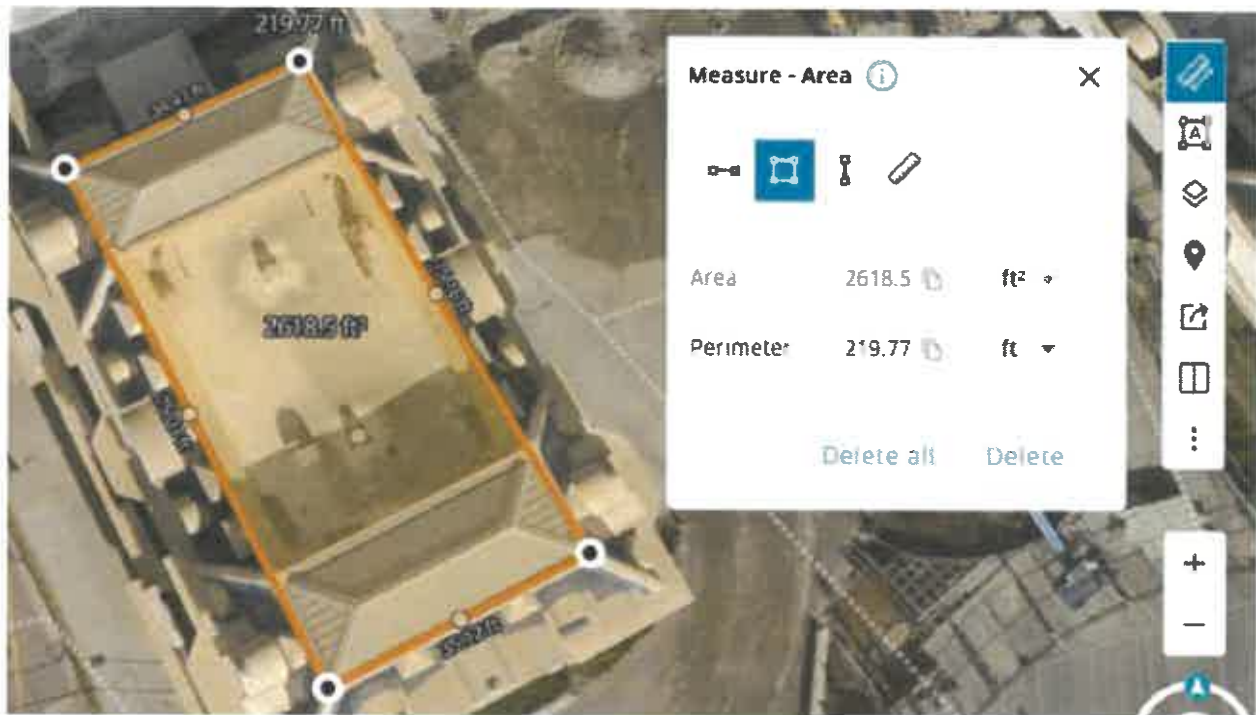
On-Screen Measurements

EagleView's web-based application, EagleView Cloud Explorer, allows users to view, measure, and analyze aerial imagery with precision. It includes various measurement tools and features an intuitive graphical user interface that enables users to easily perform on-screen measurements. Individual measurements can always be removed or edited for improved accuracy.

Measurement tools include:

- Distance (in., ft., yd., mi., cm., mm., m., km., nmi.)
- Area
- Height

- Ruler



Gain insights from precise measurement tools. Users can take various measurements of imagery to support a wide range of functions.

Image Tools

EagleView’s solution offers many tools to increase functionality.

(a) Measuring

View, measure, and analyze aerial imagery with precision using the powerful, lightweight stand-alone application. Thousands of counties, city, and town customers use the web-based application to make informed, accurate decisions daily. No software or installation required.

(b) Change Analysis

EagleView’s solution consists of a change-detection service coupled with the intuitive change-detection software solution. These solutions allow users to compare structure and property changes from two different sets of imagery. With these tools, real property tax agencies, planning departments, and economic development users can reduce field visits with desktop analysis, which saves time, travel expenses, and labor costs.

(c) Cloud Solutions

EagleView Cloud is a cloud-based solution that will provide the Town with full functionality featuring imagery, measurements, and analysis tools.

(d) Overlay GIS Data

Our platform offers the ability to overlay the GIS data both on ortho and oblique imagery. It provides users with the ability to label, search, and identify features based on current GIS data.

Software Tools

EagleView has developed integrations with many software applications. Our cloud-based imagery viewing solution provides licensed users with unlimited views. This service has established integrations with Esri ArcGIS products, Harris Govern, First Due, and many widely used software applications.

ArcGIS Compatibility

ESRI

EagleView is a Gold Partner of good standing in the Esri Partner Network. EagleView orthophotography is fully compatible with Esri applications, and EagleView produces several integrations with Esri products to accommodate oblique imagery and tools. EagleView offers integration solutions for:

- ArcGIS Desktop
- ArcGIS Server
- ArcGIS Pro
- Web AppBuilder

These integrations support location synchronization with the Esri map window to provide oblique imagery viewing, navigation and analysis, as well as GIS vector layer overlays. EagleView also provides extensive CAMA and unique third-party integrations that can support various Town projects and teams.

Our integration options will benefit the Town users who regularly work inside other mapping platforms such as the Esri® ArcGIS® Solutions Suite. Building outline data will be delivered in an Esri-compatible Shapefile or Geodatabase.



Easily Integrate and Interpret Data. Users can review and analyze change-detection data against the backdrop of high-resolution aerial imagery in existing mapping platforms, including ESRI ArcMap (shown above).

Integrations

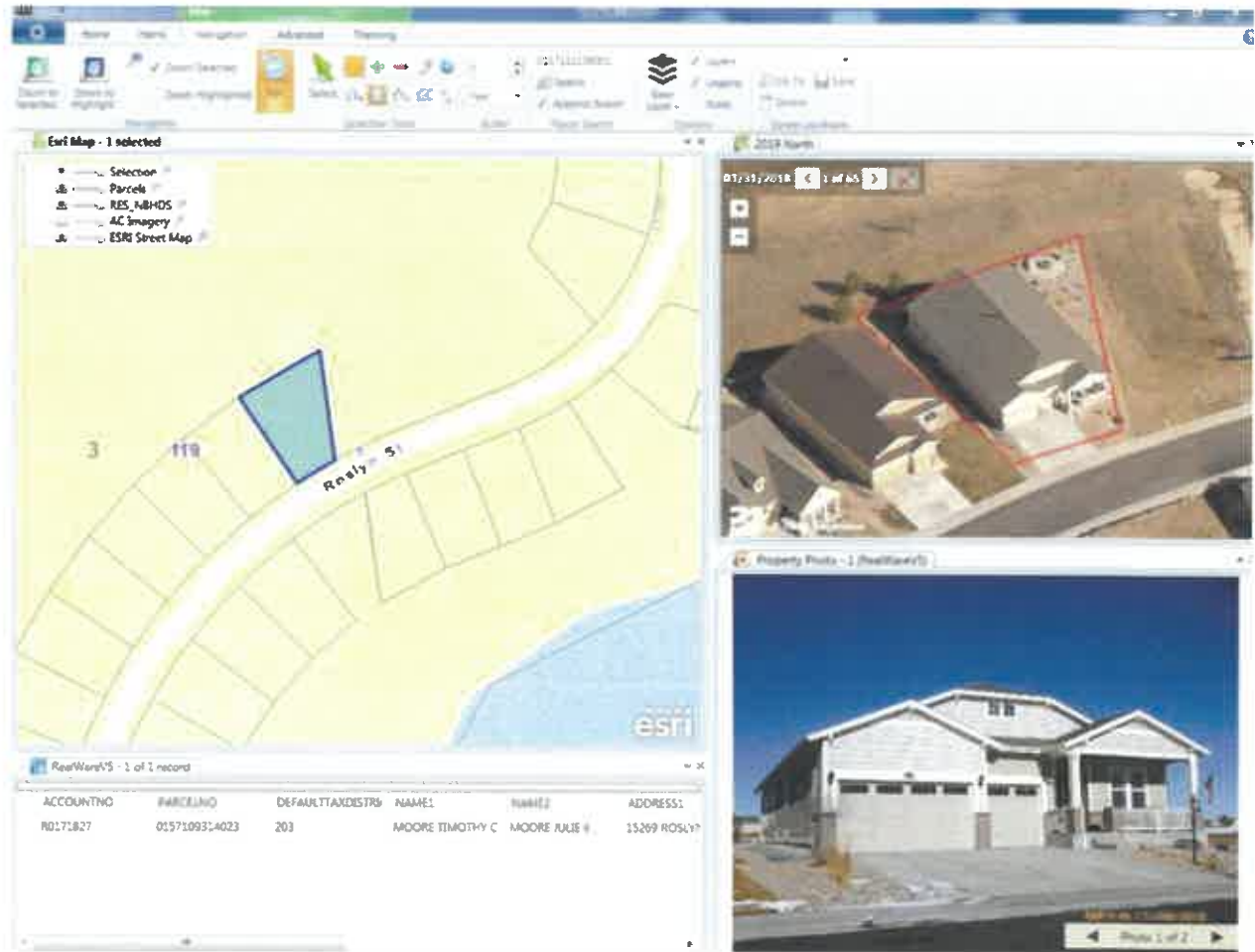
EagleView has established integrations with major CAD, most major CAMA vendors, and is a Gold Partner of good standing in the Esri Partner Network. EagleView's Cloud Explorer platform keeps pace

with ESRI’s developments, while offering backward compatibility to older applications, data bases, and operating systems. This is critical to ensure that you can quickly and easily access your imagery in a manner that fits your workflow. Further, our platform provides the public unlimited visualization-only access to EagleView-hosted custom imagery libraries via a web application or server-based integration, such as the Integrated Pictometry Application (IPA).

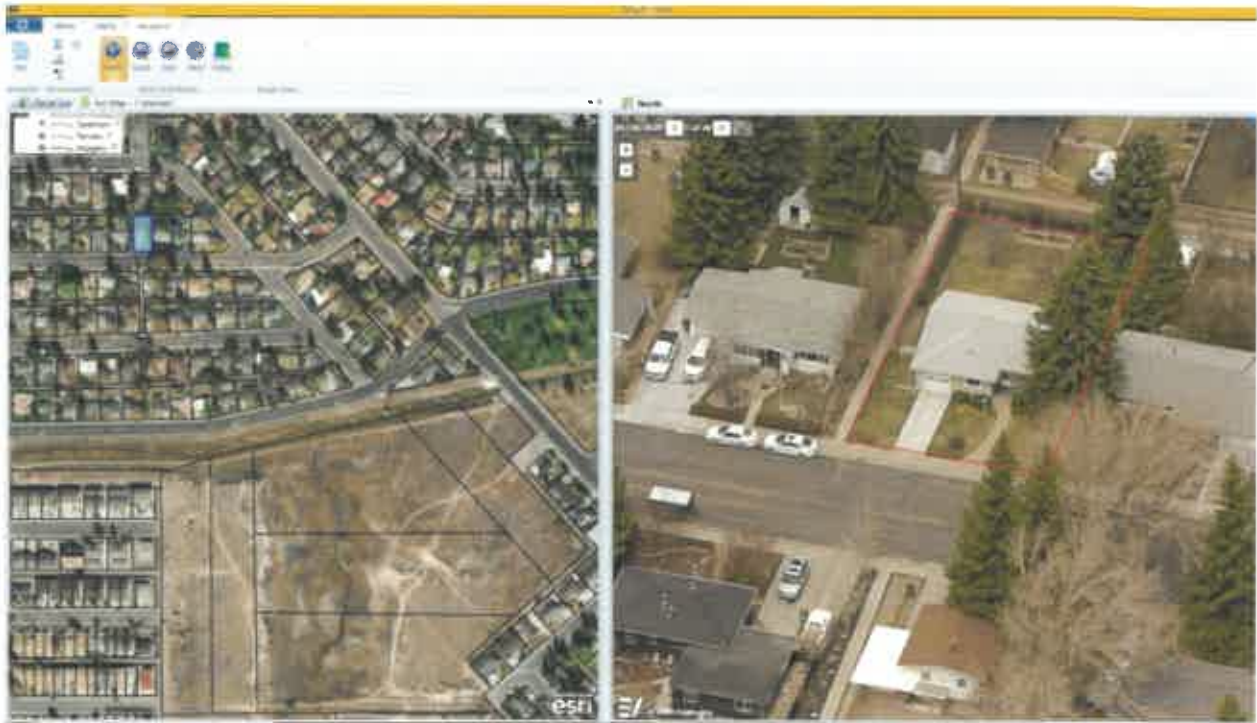
Harris Govern (CAMA)

EagleView has an established integration with the Town’s CAMA software, Harris Govern, uniquely positioning EagleView to provide the most advantageous solution for the Town.

See more detail on our integration with Harris Govern in *Appendix I – Harris Govern Integration Letter*.

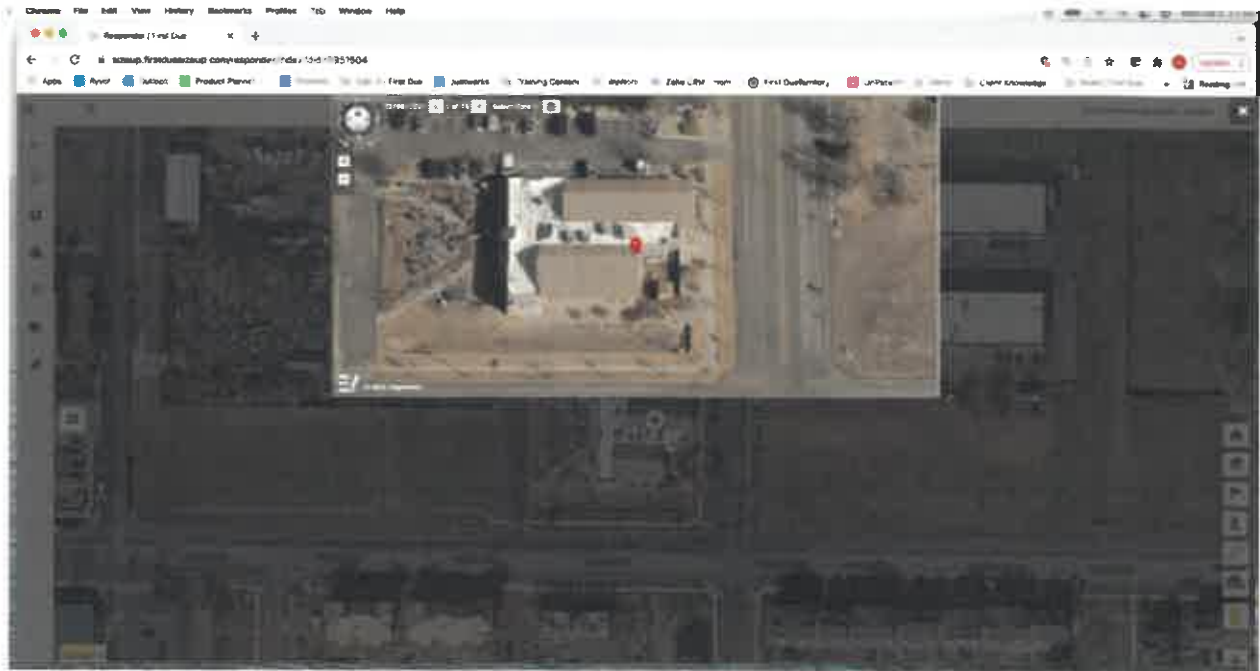


Harris Govern. *Our software integration with Harris Govern provides the Town with streamlined efficiencies.*



First Due

To assist and streamline public safety, EagleView has an established IPA integration with First Due.

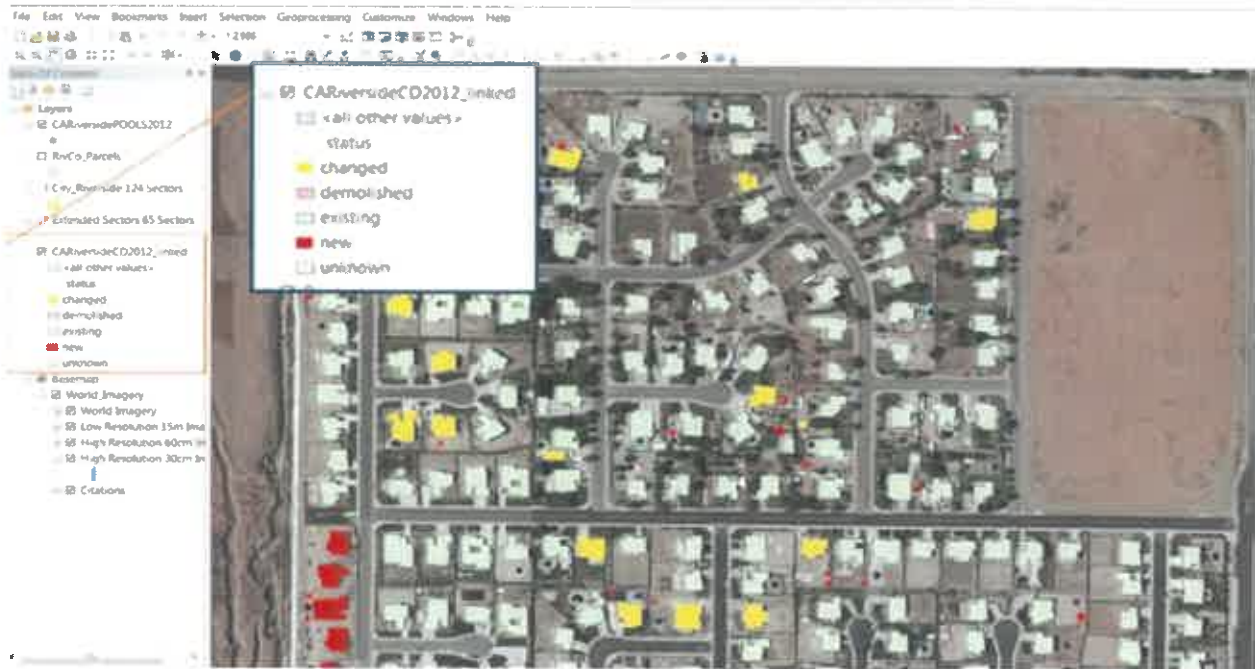


First Due. *Our IPA integration with First Due allows for EagleView's imagery to be used by emergency services.*

Change Detection Program (Optional)

EagleView’s ChangeFinder solution consists of a change-detection service coupled with the intuitive change-detection software solution, CONNECTAssessment. These solutions allow users to compare structure and property changes from two different sets of imagery. With these tools, GIS professionals, real property tax agencies, planning departments, and economic development users can reduce field visits with desktop analysis, saving time, travel expenses, and labor costs.

ChangeFinder detects additions to existing structures, demolitions, new construction, or other changes to property features. The process involves comparing existing building outline data with latest imagery to detect changes. A “candidate file” in file geodatabase format or shapefile, consisting of GIS polygon building outlines, is provided where possible changes, new buildings, and demolitions are categorized and associated with Tax Parcel IDs. These candidate shapefiles are then loaded into EagleView’s CONNECTAssessment application, providing the ability to quickly analyze the new and old imagery in a side-by-side view. The candidate files can also be viewed in any GIS application that reads file geodatabase or shapefile formats.



Analyzing Changes. *ChangeFinder identifies properties that need to be verified and analyzed. These properties are highlighted and classified as either New, Changed, Possibly Changed, Existing, Demolished, or Unknown. Above, ChangeFinder data and ortho imagery have been imported into ArcMap and layered on top of an ortho sector map.*

ChangeFinder Deliverables

the Town will receive the following with their ChangeFinder delivery:

- A “candidate” file provided in geodatabase and polygon shapefile formats containing the updated building outline shapes with attributes as a polygon feature class.
- A Length of Building Sides shapefile containing the lengths of each building side as a polyline feature class.
- An Excel spreadsheet listing each building’s outline shape and the Change Detection results.

- Locations of swimming pools, categorized as "in-ground," "above-ground," or "undetermined." EagleView delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats.

Note: The coordinate system of these shapefiles matches that of the customer-provided Parcel File.

The associated attribute table for the Change Detection building outline polygon shapefiles will include, at a minimum, the following fields:

Status: Field Type – String; One of the following values will be listed:

- **Existing:** This is an unchanged building.
- **New:** This is a building that has recently been built (appears in latest imagery, but not in the older).
- **Changed:** This is a building that has some addition or modification to its shape based on existing outlines or between imagery.
- **Demolished:** This is a building that has been razed.
- **Unknown:** The condition of the building cannot be determined due to trees, shadows, or image quality.

Parcel File Key: The name of this field will match the associated field in the client's parcel file (as identified by the client) and will contain the associate record ID. This field will be blank for clients that do not provide an electronic parcel file for processing.

X, Y (two separate fields): Field type – Double. Identifies the geographic center of the outline polygon

Area: Field Type – Double. The area enclosed by the outline polygon in the unit of the map coordinate system.

Prev_Area: Field Type – Double. The area enclosed by the original polygon in the unit of the map coordinate system. The value is populated only when the status of the outline is changed.

Pct_Change: Field Type – Double. Percent Change in area = (Area minus Prev_Area) divided by Prev_Area. The value is populated only when the Status of the outline is changed.

Pct_Obscur: Field Type–String. Provides a subjective range for the percentage of the structure that was obscured by shadow or tree cover in the orthogonal frame used for processing.

Redrawn: Field Type – String. For projects that do not include the purchase of a building outline set, this field is populated with a value of true in the cases where the structure has been tagged as Existing and the provided outline for the project has been modified (to improve accuracy) beyond a predetermined threshold.

Comment: Field Type – String. This field is blank and is left for the client to populate as needed.

CONNECTAssessment™ – A Cloud-Based Solution Engineered to Find Changes

As part of its Change Detection offering, EagleView offers its cloud-based software package, CONNECTAssessment. A web-based solution, CONNECTAssessment allows users to view, search, and



filter change candidates resulting from the change detection process (displayed side-by-side) on new and old imagery. Users can perform these actions without closing windows or changing additional applications. The client can set the parameters for reviewing deliverables prior to starting analysis. The filterable fields by jurisdiction include Change Type (New, Changed, Demolished, etc.), Percentage of Change, and Status of Review (reviewed, reviewed accepted, on-site visit required, etc.). In addition, the Customer Administrator can configure filters using their preferred custom attributes and include that data within CONNECTAssessment.

Key CONNECTAssessment benefits include:

- Web accessibility with all data and imagery centralized and easily accessible
- Side-by-side, dual-screen comparison between different capture years
- Access to historical imagery from prior capture years
- Filtering tool that allows users to find largest changes for the biggest ROI
- Intuitive and useful image analysis tools to measure change candidates from the desktop
- Customizable filtering fields and searches
- Progress dashboard and tracking tools to analyze percentage complete on projects

The CONNECTAssessment workflow allows the user to quickly step from one change candidate to the next based on some or all the criteria populated in the filterable fields. As the end user marks a status for each change candidate, the assigned status is stored by CONNECTAssessment for later review and analysis.

Sketch Inspect (Optional)

EagleView's Sketch Inspect can be used by assessors to verify and maintain sketch data for taxing municipalities. Through the automated process, imagery-derived building outlines are compared with existing CAMA sketches, highlighting properties with any discrepancy. *With Sketch Inspect, users can leverage a single tool to ensure the accuracy of property sketches, track building dimensions for valuation purposes, and review, validate, and update data.*



View and manage sketches, find, and review inaccuracies, and identify structures that don't have sketches in one comprehensive platform.

Further benefits to Sketch Inspect include:

- **Saving time:** Reduce the need for field visits and support efficiency by identifying the biggest discrepancies that should be addressed first.
- **Convenience:** Sketch Inspect offers the ability to manage the process entirely in a single desktop workflow.
- **Ease of use:** Learn how to update sketches in the CAMA to reflect what is on the ground.
- **Future analytics:** Build on iterations in the initial delivery and keep track through future assessments.

Building Outline Creation

EagleView provides Building Outline Creation through our ChangeFinder products. The Building Outline Creation products provide a two-dimensional digital representation of the shape of a structure. Using EagleView imagery, a polygon shape corresponding to the visible edges of a structure's roof is created for each qualifying structure. The collection of polygon shapes is georeferenced and delivered in geodatabase and shapefile format. Note: Only permanent buildings qualify for building outlines. The following is a list of clarification on what structures can and cannot be identified.

Qualifying Structures

- Mobile Homes
- Residential Buildings (homes)
- Greenhouses
- Construction Field Offices
- Sheds
- Silos/Storage Tanks

Non-Qualifying Structures

- Docks
- Paved Areas with No Rooves
- Storage Containers
- Pools
- Utility Towers (Cell Towers)
- Vehicles and Boats

- Commercial and Industrial Buildings
- Attached Decks and Porches with Rooves
- Billboards
- Fenced-in Back Yards

Deliverables

Once complete, EagleView will provide the Town with the following deliverables.

- Building Outline files provided in geodatabase and shapefile formats containing the building outline shapes with attributes as a polygon feature class.
- A Deck Location file provided in geodatabase and shapefile formats containing the point locations of all deck as a point feature class.
- A Length of Building Sides shapefile containing the lengths of each building side as a polyline feature class.

Shapefile Attributes

Building Outline Shapefile

The associated attribute table includes the following fields:

- **Parcel File Key:** The name of this field matches the associated field in the customer's parcel file (as identified by the customer) and contains the associated record ID. The delivered feature is linked to the record within the parcel file that the centroid of the delivered feature shape falls within, provided that the centroid lands within the delivered feature. For delivered feature shapes where the centroid does not land inside the feature shape OR the centroid does not land within any shape in the parcel file, the delivered feature is linked to the parcel shape record that covers the largest percentage of the delivered feature shape. This field is blank for customers that do not provide a digital parcel file for processing.
- **X, Y (two separate fields):** Field type – Double; Identifies the geographic center (centroid) of the outline polygon.
- **Area:** Field Type – Double; The area enclosed by the outline polygon in the units of the map coordinate system.
- **Comment:** Field Type – String; This field is blank and is left for the customer to populate as needed.



Deck Location Shapefile

The associated attribute table includes the following fields:

- **Parcel File Key:** The name of this field matches the associated field in the customer's parcel file (as identified by the customer) and contains the associated record ID. This field is blank for customers that do not provide a digital parcel file for processing.
- **X, Y (two separate fields):** Identifies the coordinate location of the point.

- **Comment:** Field Type – String; This field is blank and is left for the customer to populate as needed.

Disaster Response Program

RapidAccess – Disaster Response Program (“DRP”)

the Town is eligible for DRP described below from the effective date through the second anniversary of the initial project delivery. Following payment to EagleView of amounts due with respect to each subsequent project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent project. Customer must be in good standing with EagleView to maintain eligibility for DRP.

A. Disaster coverage imagery at no additional charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for the DRP:

- **Hurricane:** areas affected by hurricanes of Category II and higher
- **Tornado:** areas affected by tornados rated EF4 and higher
- **Terrorist:** areas affected by damage from terrorist attack
- **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale
- **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Town of Lyman at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the Customer and EagleView will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

C. Online services – Use of EagleView CONNECT Explorer™ – EagleView’s DRP includes the use of CONNECT Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active CONNECT account. The CONNECT Explorer application simultaneously displays pre- and post-disaster images to aid recovery and restoration efforts.

Training

EagleView’s practical training is designed to show Town users how their EagleView deliverables can significantly enhance the ease with which they do their jobs, while increasing the results they are charged with achieving. EagleView has found that its user-focused, onsite training increases the use of EagleView’s imagery, software, and products exponentially throughout the customer’s organization. Full, electronic documentation is included for the end-user and advanced training sessions including technical documentation. The complete training will be structured in increments noted below and is included as part of the Town’s EagleView imagery contract at no additional cost.

During implementation, the Town may replace the training sessions below with customized online training of the same duration to suit its users’ needs.

Administrator Training – One 2-3-hour session, via *GoToMeeting*.

This training is designed to teach the customers GIS and IT support staffs how to install, configure and support EagleView's Web Based CONNECT Environment as well as training on the EagleView Image Library and Electronic Field Study software, EagleView's desktop solution.

End User Orientation Training– Up to four 3-hour sessions with 25 people per session

These sessions (at a user site or web-based, as appropriate) will educate the end users about the myriad of possibilities now open to them through EagleView's images and their own GIS data. Depending on the users need, EagleView's trainers can train on either web based or desktop solutions.

Advanced User Training (Hands-on)– One 3-hour session for one group with up to 25 people

This training (onsite or web-based) provides hands-on interaction with EagleView's EFS software to end users chosen by the Town, enabling them to learn first-hand the functions covered in the Orientation Session.

Web-based Training– Town employees can also register at www.eagleview.com/training for additional, instructor-led, web-based training at any time for no additional cost.

Capture History

EagleView will provide past years capture history going forward. EagleView's historical imagery can be accessed via our cloud platform – including Cloud Explorer as well as our Esri add-ons for access within ArcGIS. Further, our solutions provide the ability to view historical and current imagery side by side for easy comparison.

Start Year

In Spring 2024, EagleView will provide the Town with Ortho, Oblique, and Building Outlines.

Second & Third Year

The second- and third-year capture (Spring 2025 and 2026) will be Ortho only, unless otherwise specified by the Town.

Technical Details

EagleView has a proven technical approach and methodology.

Image Acquisition and Processing

For the initial flight, EagleView will develop a custom flight plan that covers the project area at the requested imagery resolution, and the plan will include the following:

- Covers the area of interest (AOI) at the requested imagery resolution (GSD)
- Follows airspace rules
- Ensures safety

Flight plans consist of several flight lines, which tell pilots where to navigate, and each flight line contains waypoints that indicate when specific cameras will fire. Key components of the flight planning process include:

The Customer: The flight planning process begins with the Town and EagleView's District Manager and Project Manager, who will work together to develop a map based on your AOI that the Town provided in the RFQ process.

Airspace: A finalized map goes to Flight Planning, where the team reviews airspace classifications and possible restrictions in your AOI.

Elevation Data: Flight Planning reviews elevation data from the USGS National Elevation Dataset to generate an elevation grid and determine appropriate flight altitudes for the project. (If provided, custom elevation will be applied to images during processing).

Safety: Using elevation data, the Flight Planning team also determines whether the AOI is safe to fly. At all times, pilots must stay at least 2 miles from forward obstacles (i.e., mountains) and 0.5 miles from lateral obstacles. Aircraft must be at least 1,000 feet above ground level, and maximum altitudes must be at 12,500 and 16,000 feet above sea level, depending on the type of aircraft.

Tiering: Flight Planning groups sectors together based on airspace requirements, elevation data, and aircraft and camera system to be used. Flight Planning then generates flight lines in each of these tiers. Based on the tiers and flight parameters, Flight Planning uses EagleView software to assign a shot pattern that tells the cameras when to fire.

Special Considerations: If the Town decides to purchase oblique imagery as part of the ortho capture then Flight lines may extend beyond the AOI. These “look-in lines” are necessary to capture oblique imagery across the entire AOI. Additional flight lines may be flown between tiers to capture all oblique views.

Communication: Pilots load flight plans onto the aircraft computer prior to capture. Pilots or Flight Operations use these flight plans to coordinate with Air Traffic Control each day of capture.

EagleView follows industry-standard quality control and imagery acquisition procedures. Our internal teams ensure the final deliverables meet the Town accuracy and other required specifications. The following sections explain our processes in detail.

Step 1: Mission Planning

To ensure full coverage of the project area at the requested imagery resolution, EagleView’s Project Manager will work with the Town to develop a flight plan that complies with airspace rules; and ensures safety.

Step 2: Image Acquisition Process

EagleView will capture imagery using its patented camera system during Spring 2024 with leaf-off conditions when sun angle is 30° or greater.

Cameras

Aircraft will be equipped with our state-of-the-art proprietary patented camera system. It also includes an Applanix Position and Orientation System (POS) with a Global Positioning System (GPS) antenna and an Inertial Measurement Unit (IMU).

Camera Calibration

Cameras undergo a rigorous calibration process, developed by EagleView, and licensed to the USGS, prior to image collection and as part of the manufacture. The calibration is performed through the capture of a series of images from prescribed locations and at varied orientations of a stationary target cage. Targets are identified in the images collected via a semi-automatic process, and a free-network bundle adjustment is performed to solve for camera interior orientation, including precise focal length, principal point location, and radial distortion coefficients. These parameters are then incorporated into the camera model used during subsequent image processing operations. EagleView also puts each camera through its color calibration process to ensure consistent representation of ground features.

In advance of capturing data, EagleView performs an additional aerial boresight calibration on each of the systems involved in a project. An adjustment is computed to solve for the alignment between the optical axis of the camera and the internal coordinate axes of the Inertial Measurement Unit (IMU). This adjustment is then applied to the imagery captured throughout each project. Each system completes a boresight flight at regular intervals to ensure sensors have stayed in alignment.

Capture Parameters

Throughout each capture mission, GPS/IMU data will be logged on the aircraft. The GPS data will be recorded at a minimum rate of 2Hz, and the IMU data will be logged at a minimum rate of 200Hz. Concurrently, multiple GPS reference stations will be logging data on the ground. These reference stations are typically part of the CAN-NET network. EagleView may set up and run a base station, as needed. The imagery will be nominally captured with a PDOP value of less than 8.0 and within 60 kilometers of an operating GPS reference station. EagleView limits its sensor to 6° of pitch and yaw. This limit can be used due to the narrow field of view of EagleView's cameras which, by design, limit the off-nadir distance of features at the edge of the frame.

Imagery will be captured at 24 bits per band with a planned forward overlap of 60% and a sidelap of 30%. Image collection will extend beyond the project area boundaries to produce full ortho imagery coverage. All ortho Images may provide an accurate top-down view that is rectified to align to a map grid and can be integrated into a GIS database. EagleView's systems use onboard IMU to control crab. These systems report errors above 15°. All errors are reviewed, and images may be rejected per scope of work and quality thresholds. Any areas that need to be addressed will be identified during our extensive coverage verification review. Areas will be re-flown accordingly.

Touch-up Flight

There are several levels of checks and balances at EagleView where the imagery is checked for anomalies and accepted or rejected for re-fly. The Geomatics team are the first level, scrutinizing the imagery immediately upon receipt from the pilot. While the planes are still in the area, they ascertain whether any re-flies are necessary and, if so, the re-flies are expedited back to EagleView's flight planning team for dispatch to the pilots. Initial imagery can be shared with the client to gain their acceptance of the quality and accuracy.

Sun Angle

EagleView may capture images when there are clouds above the altitude of the aircraft. In fact, the best lighting for the EagleView images is when there is a light, high cloud cover, as this provides the most consistent Lambertian lighting coverage. The preferred capture windows are when the leaf canopies are off, and the ground is not obscured by snow or ice.

Step 3: Post-Processing of Imagery

EagleView's Geomatics team will post-process the imagery, turning the raw data into georeferenced imagery and ensuring image quality.

Step 1: Upon receipt, the Geomatics team will copy data from the hard drive to the server, which will automatically back up the data. Once copy is complete, EagleView's software will develop the raw images, applying color, contrast, and sharpness to each image frame.

Step 2: Using Applinix POSPac software, the Geomatics team will refine positional data by combining Inertial Measurement Unit (IMU) data with the GPS receiver's raw observables. These include pseudorange and phase, which provide the distance between the satellite and the receiver. This process will produce the Smoothed Best Estimate of Trajectory (SBET) for the flight. POSPac software, the Geomatics team will refine positional data by combining Inertial Measurement Unit (IMU) data with the GPS receiver's raw observables. These include pseudorange and phase, which provide the distance between the satellite and the receiver. This process will produce the Smoothed Best Estimate of Trajectory (SBET) for the flight.

Step 3: The Geomatics team will use EagleView's proprietary software to apply the trajectory data (SBET) to the imagery based on the individual time stamps associated with each image frame. Once this process is complete, images will be georeferenced (or tied to specific geographic coordinates). The location (X, Y, Z) and orientation (Roll, Pitch, Yaw) values derived from the SBET and assigned to each

frame will serve as the initial exterior orientation (EO) values for the aerial triangulation phase of processing, if applicable to the project.

Step 4: The Geomatics team will review the quality of the images and inspect for potential issues related to color, camera defects, environmental conditions, capture platform anomalies, cloud cover, shadows, glare, and motion blur. If images do not meet quality standards, the team will mark imagery for recapture. EagleView reviews imagery while aircraft are still in the project area for efficient deployment should a re-fly be necessary.



EagleView's Geomatics team will post-process imagery, turning the raw data into georeferenced imagery. With georeferenced imagery, users will have the power to perform measurements on imagery and view the location of individual pixels.

Step 5: The Geomatics team will perform a verification process to determine image-to-image and camera-to-camera accuracy. Using EagleView's proprietary software, the team will compare common points in different images. The team will check calculated coordinates for a point in one image against the coordinates for the same point in other images that cover the same location. We will investigate inconsistencies. Imagery will be reprocessed if the team identifies points that do not meet EagleView's quality standards.

Step 6: We will orthorectify orthophotos to remove horizontal displacement caused by terrain height variation, earth curvature, and camera-based distortions. The Geomatics team will incorporate the best available digital elevation model (DEM), geo-referenced exterior orientation values, and calibrated camera model parameters into imagery during orthorectification. Images will be rotated to point true north. The Geomatics team will use EagleView's proprietary software to ensure image pixels are the same dimension. Once orthorectified, images will have a consistent scale, allowing for accurate measurements of distance and direction.

Preparing Initial Visualization-Grade

We will produce initial deliverables once all imagery from the area of interest has been post-processed and orthorectified. We use our proprietary software to mosaic ortho imagery and produce ortho sector tiles. Prior to production of area-wide mosaics, the Geomatics team will review tiles to verify proper coverage and identify any image issues.

We will copy all ortho data to a hard drive. A member of the Quality Control team will review all deliverables. We then upload final imagery, and the Customer Technical Support team ships a hard drive of imagery to you.

Quality Assurance

EagleView has relied on strict quality and project management controls to ensure projects meet customer specifications and are delivered on time and within budget. With these controls in place, we continue to grow our business and secure repeat customers. Our imagery library has grown from 229 million images in 2013 to more than 1 billion images today. We have served 2,000 government customers.

Cost Controls

EagleView offers a fixed cost-per-mile pricing structure for its aerial imagery.

Quality Control

Key quality assurance steps include, but are not limited to, the following:

Quality Checkpoint	Description
<i>System Calibration</i>	Sensors are calibrated for lens distortion, system geometry, color response, and accurate bore sighting.
<i>Flight Altitude</i>	With a digital elevation model, flight plans are tiered at different altitudes to allow for complete image overlaps and consistent resolution and ensure safety.
<i>Image Acquisition</i>	The flight management system performs several real-time quality checks during capture operations. The system immediately flags images captured when the aircraft experiences excessive roll, pitch, or yaw, and immediately recaptures frames with significant glare from solar reflection.
<i>Receiving</i>	Upon receipt of captured imagery, Geomatics inspects images algorithmically and physically for color, camera defects, environmental conditions, capture platform anomalies, cloud cover, shadows, glint, and motion blur. If images do not meet quality standards, the team marks imagery for recapture.
<i>Re-fly</i>	EagleView ships drives containing imagery and data to its processing facility while aircraft are still in the area. If a re-fly is needed, EagleView can dispatch pilots quickly.
<i>GPS Post-Processing</i>	Differential GPS and IMU post-processing are handled using Applanix POSPac suite of software. The resulting solution is held to strict accuracy standards.
<i>Digital Elevation Model</i>	EagleView compiles elevation data from multiple sources, including customer-provided data, EagleView LiDAR data, and best available public domain data. EagleView reviews the quality of the elevation data before orthorectification. When areas of poor quality or change are identified, EagleView derives data using internal methods to update and yield a more accurate elevation model.
<i>Metadata</i>	Each set of orthophoto deliverables includes XML metadata containing information about the processing, quality, and accuracy. The finalized metadata files are validated for compliance with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata (CSDGM), Version. 2 (FGDC-STD-001-1998).
<i>Deliverables</i>	EagleView performs a final QA/QC check on deliverables to ensure they meet the customer's desired specifications.

Technical Support

Our Technical Training team will work with you to customize a training plan that best fits your needs.

Maintenance

EagleView performs updates and upgrades to services and applications on an ongoing basis. Engineering, IT, and Customer Technical Services departments evaluate each update for potential customer impact. If there could be an unplanned impact to accessibility or performance, we schedule the update for a minimal-use period. If an update or upgrade will cause an interruption or degradation in services or access, we post a notification on the login page. We also schedule the update or upgrade for a minimal-use period. Customers do not need to make systems changes for updates or upgrades.

Support

Our customers can request support from Customer Technical Support (CTS) by sending an email to CustomerSupport@eagleview.com anytime or calling 1-855-337-1526 between 8:30 a.m. and 8:30 p.m. EST Monday through Friday. Customers can submit a support case via email 24/7. The first response will be less than six (6) business hours.

Costs & Payment Schedule

See pricing details on the following pages.

Please note that, upon award, EagleView reserves the right to negotiate mutually agreeable terms and conditions.



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: 1/31/2024
Expiration Date: 5/30/2024

QTY	PRODUCT NAME	SALES PRICE
42	EagleView Cloud - Imagery GSD: 3in Refresh Frequency: 3-Year Refresh Start Year: 2024 End Year: 2026	
42	EagleView Cloud - Imagery - Frequent Ortho GSD: 3in Refresh Frequency: Last 2 of 3 Years Start Year: 2025 End Year: 2027	
1	EagleView Cloud - Software	
1	EagleView Cloud - Comprehensive Integration Bundle	
1	EagleView Cloud - Authorized Subdivisions	
1	EagleView Cloud - Early Access	
	EagleView Cloud - Disaster Response Program	
1	EagleView Cloud - FutureView Advanced Training (Full)	
3	EagleView Cloud - Years Capture History	
Total Annual Price		\$12,804.00

One Time Charges

QTY	PRODUCT NAME	SALES PRICE
2890	EagleView Cloud - Building Outlines Year: 2023	
Total One Time Charge(s)		\$2,705.04

Appendix I – Harris Govern Integration Letter



Harris Govern
750 North Watters Road, Suite 200
Allen, TX 75013
Sales Phone: (972) 881-3858
Support Phone: (972) 265-7300
Fax: 214,722,0019

June 28, 2022

Joe Oddi
Director, Partner Strategies - EagleView
25 Methodist Hill Drive
Rochester, NY 14623

Dear Joe,

Further to our conversation, I wanted to confirm that Harris Govern's Matix software solution, which is a module in our CAMA solutions (OpenForms, RealWare, and PACS), includes sample code to enable bidirectional navigation between the Matix viewer and the EagleView/Pictometry oblique imagery service.

EagleView/Pictometry is the only oblique imagery service for which sample code has been developed and installation instructions are available for its use in conjunction with our Matix software.

Sincerely,



Chang Kim
VP of Sales and Marketing
ckim@harriscomputer.com
(972) 265-7300 Extension 77303

From: [Steffanie Rivers](#)
To: [Town Manager](#)
Subject: Re: RFP Questions
Date: Tuesday, February 13, 2024 2:15:18 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)

Thanks for your email.
I apologize for that typo:
\$108,708.07 is what should be listed for year 2 on our proposal for this contract.

Let me know if you want me to resubmit that page of the proposal with the correct numbers or if this email will service your purpose.

Regards,
Steffanie Rivers
TCB Drones, LLC
(214)702-2559

From: Town Manager <townmanager@lyman-me.gov>
Sent: Tuesday, February 13, 2024 11:06 AM
To: Steffanie Rivers <info@tcbdrones.com>
Subject: RE: RFP Questions


Good afternoon,


Could you clarify the pricing on the bid for Year 2? It say \$198 I believe and we thought that might be a typo.

Thank you,

Lindsay Gagne
Town Manager
FOAA officer

11 So. Waterboro Rd Lyman, ME 04002

 207-247-0642

 207-499-7562

 selectboard@lyman-me.gov

 lyman-me.gov

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



Town of Lyman

MAINE

REQUEST FOR PROPOSALS

ACQUISITION OF AERIAL ORTHO-PHOTOGRAPHY AND OBLIQUE IMAGERY

Due Date: February 5, 2024

Submitted By:

**TCB Drones, LLC
3824 Cedar Springs Rd., #746
Dallas, TX 75219
(214)702-2559**

<https://tcbdrones.com>

Steffanie Rivers, Authorized Representative

Email: info@TCBDrones.com



EXECUTIVE SUMMARY

TCB Drones, LLC is excited to submit our bid for aerial ortho-photography and oblique imagery. In accordance with this bid, TCB Drones, as contractor, is to assist the Town of Lyman by capturing the aforementioned visuals, complete with Global Positional (GPS) map coordinates and processing compatible with ArcGIS, First Due and other mapping software integration. Contractor staff training also is included. Our process will be completed over the course of three years, starting 2024 on a defined schedule to be determined at a later date.

Our data collection procedures will include unmanned aerial vehicles equipped with video, still photography, photogrammetry and LiDAR range detection.



COMPANY OVERVIEW

Our firm (a woman-owned minority business) is a fully insured, limited liability company. We maintain only FAA-Certified Pilots in Command (PICs) as on-site project managers. As a top provider of sUAS technology services in Texas, we seek out agencies such as the Town of Lyman to deliver our quality services. Our services also include topography mapping, photogrammetry 3-D models, infrared building inspections, and actionable reports.

Location

TCB Drones, LLC is an unmanned aircraft systems (sUAS) technology company based in Dallas, Texas.

Local Presence

Our Lyman satellite office (location TBD) will serve as the hub for team members assigned to this project. While the primary use of this location will be for team meetings and for administrative support needs, the project manager will be accessible via phone (800)810-4885 ext. 1 or via email info@TCBDrones.com 24 hours. This temporary location notwithstanding, our company dispatches qualified commercial drone pilots throughout Texas and the United States for aerial and thermal inspections for buildings, roofs, utility lines and other infrastructure.

Finally, TCB Drones provides great customer services. Our team is flexible, nimble, confidential and will adhere to all FAA, military and other air space regulations, obtain all waivers needed for this project's compliance and will work under prescribed deadlines.

Environmental Sustainability Practices

As it pertains to our firm's *Green Business Practices*, the use of drones to inspect solar panels, roofs and other infrastructure helps global efforts to generate renewable energy in general. Our specific practices at each of our work sites make for a safer, less labor intensive and more efficient way to capture needed data. Their use has proven to be a cleaner alternative for inspections, because our drones contribute to lowered gas emissions. Ultimately our services save valuable time and utilize taxpayer dollars more efficiently.



Experience and Qualifications

Since its inception in 2021, TCB Drones has worked to acquire contracts that serve our clients' needs and that build our level of performance and offerings. Our team of certified drone pilots is trained to use various models of drones. Each of our team members who will be assigned to this project has at least twelve consecutive months experience and has no less than 100 drone flight hours, according to flight log data.

Qualifications

TCB Drones is owned and operated by a FAA-certified drone pilot with more than 200 logged flight hours. As a small business owner, she participates in every aspect of the company, including serving as Pilot In Command (PIC) and as Visual Observer (VO) on worksites. Her team of drone pilots also is FAA-certified.

The company has a library of drones available from different manufacturers, different sizes and different capabilities. Their equipment includes Yuneec H520e (w/LiDar capabilities), Parrot Anafi w/Thermal capabilities, DJI Mavic 3E, Mavic Pro2 and Mavic Air2s. Our use of drones depends on contract specifications, size and needed agility.

Licensed Team Members

Steffanie Rivers, Proprietor, Thermal Specialist, FAA-Part 107 Certified

John Shaw, Lead Pilot, Safety Specialist, FAA-Part 107 Certified

Joseph Williams, FAA-Part 107 Certified

Michael Grabowski, FAA-Part 107 Certified

Sandro Mazzini, FAA-Part 107 Certified

Santosh Palmate, FAA-Part 107 Certified

Wayne Norton Jr., FAA-Part 107 Certified

Edward Rojas, FAA-Part 107 Certified

Information about licenses and certificates required for performance of the services will be shared upon request.



Key Personnel

TCB Drones will assign a core team of three sUAS pilots to perform services for Town of Lyman based on past experience and skill level. That core team will include (1) Steffanie Rivers; (2) John Shaw and (3) Joseph Williams. These three will serve and have served as team leads, as well as they have experience capturing visuals for municipalities.

Steffanie Rivers served as Pilot in Command and Team Lead for City of Coppell (Texas) water outfalls inspection services between June – July 2023. And she is skilled in thermal (Infra-Red) data collection.

John Shaw has the most experience of our team members capturing utility line inspection data in various states, including California, Kansas and Texas. His last utility line inspection assignment was in July 2023. He is FAA Part 61 and Part 107 certified. He is the Lead Pilot and Safety Advisor.

Joseph Williams is skilled in thermal (Infra-Red) data collection. He also is a certified electrician who resides in San Antonio full-time.

Additional personnel will be assigned based on need and availability.



References

THE CITY OF COPPELL

Frank Garza, Project Technician,
255 E. Parkway Blvd.,
Coppell TX 75019
(972)462-5166

Fgarza@Coppelltx.gov

www.coppelltx.gov

Aerial Inspection of approximately 225 water outfalls
along three creeks spanning a forty mile radius
Contract Awarded May 2023
Contract Completed July 2023

THE BURRELL GROUP, INC

Martin Burrell, Principal
1420 Prudential Drive, #200,
Dallas, Texas, 75235
(214) 575-7335

martin@theburrellgroup.net

www.theburrellgroup.net

Aerial Inspection of rental property infrastructure for periodic
maintenance inspections. Ongoing open contract

DRONEGENUITY, LLC

Bella Isnard, Projects Scheduler
7 Felton Street,
Hudson, MA 01749
(800) 214-4820

<https://www.dronegenuity.com/>

Captured aerial video and photos of
historic landmark for restoration preparation
Contract Awarded November 2022
Contract Completed November 2022

BLACK AND MISSING FOUNDATION

Derrica Wilson, CEO
7400 Buchanan Street, #2431
Hyattsville, MD., 20785
(877) 972-2634,

ceo@BlackandMissingInc.com

<https://www.blackandmissinginc.com/>

Performed aerial search and rescue missions for family members
of missing people throughout the United States. Ongoing contract



Quality Control

TCB Drones Quality Assurance Program and Quality Control Manual are revised and implemented for every contract to insure standard operating procedures and the same quality deliverables across the board. Our Quality Control Manual and Quality Assurance Program each follows guidelines set by ISO 9001.

TCB Drones Operations Manual

This manual is compiled to help our team capture better images. Better images lead to better analytical results. This manual is used in conjunction with every contract preparation video call. Please review before the start of each project to insure standards are followed on every worksite. This Operations Manual outlines TCB Drones Standard Operating Procedures (SOP) to get the most out of collected data and to walk you through the basics.

QUALITY ASSURANCE PROGRAM

Executive Summary

TCB Drones' Data Management Plan will define the quality and risk management procedures to be used throughout this project. These procedures will be applied to ensure consistent quality of all project outcomes and deliverables. The Data Management Plan portion of the deliverable is a living document that could be updated during the project's life cycle.

Procedures and Responsibilities

In drone operations both pre-flight and post-flight data must be generated. This includes strategic pre-flight steps: • Registration of Operator, Drone and Crew • E-Identification of means to localize drones and means to identify drones.

The following important tactical pre-flight steps shall be considered as well: • Specific Operations Risk Assessment • Mission Planning in coordination with the Client • Flight Planning and Approval with the respective Client, confirmed approval for flights • Sufficient legal recording shall in be in place • Recorded monitoring and test data to be used for Study reports and Client training need to be collected.



PROPOSED PROJECT APPROACH

Here is our firm's technical plan to manage and complete your required services:

We plan to complete the project with a team of three FAA-Certified drone pilots and possibly one field assistant. This project will require aerial scanning of no less than 60 square miles, including overlap. That can be accomplished in approximately five (5) days. Weather and safety protocol will be factors. Video processing and deliverables could take an additional five (5) days.

Our team could include LiDar and infrared-capable drones.

All data will be captured in "leaf off" conditions, non-snow obscured, nor any ice, clouds, or fog when the atmosphere is free of haze, smoke and dust using the latest drone technology software and hardware, including preflight mission planning specifically for Digital Terrain Modeling (DTM) mountain terrain and with ground control points. We also will plan for lost-link occurrences, and maximum use of drone battery efficiency for the 60% video overlap forward and 30% overlap side, bringing the total square mileage to more than 60 square miles. This will ensure coverage of all required areas, including, boundary overlap, possible return-to-home battery swaps and other mission needs. Technical support for this project will include a live, in-person, one-day training session (up to 8 hours) location and date (TBD) for end users, IT and GIS employees of Town of Lyman.



***Disaster Response Program Services**

As an additional service TCB Drones will provide **Disaster Response Program services** for Town of Lyman between years 2024 -2027. Disaster response will include aerial drone services for no earlier than 72 hours before forecast of natural disaster and up to one week after a natural disaster (tornado, flood, forest fire) for search and rescue missions and emergency services. Coverage area is 40 square miles that includes all of Town of Lyman.

Quality Assurance Documentation

Our plan to achieve high-quality project documentation includes the following guidelines: • Use of specific types of documents that are fit for this purpose • Use of common convention for naming and versioning of documents • Use of document templates by all partners • Following a rigorous deliverable review process.

Several types of documents will be generated for this project to serve various purposes. All reports and text documents will be prepared in MS Word or programs comparable to MS Word, while presentations will be prepared in MS PowerPoint or programs comparable to MS PowerPoint. Deliverables will integrate with various mapping software.

Presentations: presentations can be prepared both for internal and external audiences. The presentations that need to be shared with external parties should be in PDF format.



PROPOSAL FORM

Due: February 5th, 2024 by 3:00PM EST.

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

Submit additional information/credentials attached with bid form.

Annual cost per year
Year 1(2024 – 2025): \$97,916.4
Year 2(2025 - 2026): \$108.97
Year 3(2026 – 2027): \$119,676.4

Additional Fees/services, list out, if any

Additional Services	Fee
*Disaster Response Program _____	\$ <u>\$775/hour/person (drone included)</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

The undersigned individual/firm/business guarantees this price for sixty days (60) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the Town of Lyman. By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature Steffanie-V. Rivers Company TCB Drones, LLC
Name (print) Steffanie-V. Rivers Telephone # (214)702-2559
Title Proprietor Fax # (888)219-8578
Address 3824 Cedar Springs Road #746, Dallas, TX 75219
Email Address info@TCBDrones.com
Web Site TCBDrones.com

Appendix

Certifications



July 13, 2022

Steffanie Rivers
TCB Drones, LLC
3824 Cedar Springs Rd.,
#746
Dallas, TX 75219

RE: DBE Certification Affidavit No. 25670

Dear Ms. Rivers:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency (“NCTRCA”) and with the

State of Texas Unified Certification Program (“TUCP”) as a Disadvantaged Business Enterprise (DBE). Your Certification Identification Number is BFDB27063Y0723. In accordance with U.S. Department of Transportation (“USDOT”) DBE certification eligibility requirements promulgated at 49 C.F.R Part 26 (“the Regulations”) your firm is certified as a DBE in the following areas listed on page 2.

This certification shall remain valid, unless and until it has been removed in accordance with procedures set forth in 49 C.F.R.

§26.87. In order to remain certified, you must submit annually, on the anniversary of your DBE certification, a “No Change Affidavit”.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm’s circumstances affecting its size, disadvantaged status, ownership or the control requirements of the regulation, or any material change in the information provided in its application for DBE certification,

including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being removed from the certified vendor database. The NCTRCA and/or the TUCP reserve the right to re-evaluate a firm's certification status at anytime that they determine such re-evaluation is warranted.

Thank you for your participation in the NCTRCA DBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherman Powers". The signature is fluid and cursive, with the first name "Sherman" being more prominent than the last name "Powers".

Sherman Powers

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS 541370: AERIAL SURVEYING (EXCEPT GEOPHYSICAL) SERVICES

NAICS 541690: MOTION PICTURE CONSULTING SERVICES

NAICS 541922: COMMERCIAL PHOTOGRAPHY SERVICES

NAICS 541922: PHOTOGRAPHERS SPECIALIZING IN AERIAL PHOTOGRAPHY

2261 Brookhollow Plaza Dr, Suite 300 * Arlington, Texas 76011 * (817) 640-0606 (Office) * (817) 640-6315 (Fax) *
www.nctrca.org For online applications go to: <https://nctrca.mwdbe.com>



October 19, 2021

Steffanie Rivers
TCB Drones, LLC
4837 Cedar Springs Rd
#218
Dallas, TX 75219

RE: Small Business Enterprise (SBE) Certification Affidavit No. 25670

Dear Rivers:

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency (“NCTRCA”) as a Small

Business Enterprise (SBE) in accordance with NCTRCA MBE/WBE/SBE certification eligibility program requirements. Your Certification Identification Number is BFSB07769N1023. Your firm is certified as a MBE/WBE/SBE in the following areas listed on page 2.

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE/SBE certification eligibility procedures. In order to remain certified, you must submit every two years, on the anniversary of your certification, a “No Change Affidavit”.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm’s circumstances affecting its ownership or control, or any material change in the information provided in its application for MBE/WBE/SBE certification, including the support documentation. Any changes to contact information, ownership, and/or expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in your firm being

removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines such re-evaluation is warranted.

Thank you for your participation in the NCTRCA MBE/WBE/SBE Certification Program. Please contact me at 817-640-0606 if you have any questions or if I can be of assistance to you.

Sincerely,



Elicia Mitchell, MPA, MCA, ADR
Director of Operations

**624 Six Flags Drive, Suite 100 * Arlington, Texas 76011 * (817) 640-0606 (Office) * (817) 640-6315 (Fax) *
www.nctrca.org For online applications go to: <https://nctrca.mwdbe.com>**

Page 2

HUB Approval goes here!

October 19, 2021

Steffanie Rivers

TCB Drones, LLC

This firm is Certified under the following commodity codes/area(s) of specialty:

NAICS 541370: AERIAL SURVEYING (EXCEPT GEOPHYSICAL) SERVICES

NAICS 541922: COMMERCIAL PHOTOGRAPHY SERVICES

ITEM #2: (b.) Mail



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
ACTING COMMISSIONER

MAINE LOCAL ROADS CENTER Community Services Division 1-800-498-9133

TO: Oxford, York, and Cumberland Towns and County Sheriff's Departments
RE: 20th Annual Radar Speed Trailer Loan Program
DATE: February 5, 2024

WHAT IS THIS: MaineDOT owns two radar speed trailers that we annually loan to communities. The Local Roads Center is offering an opportunity for your community to borrow, free of charge, a Radar Speed Trailer for at least two weeks to promote speed awareness on your roads.

WHAT DO YOU HAVE TO DO: If you want to borrow a speed trailer, complete the enclosed form by **March 11, 2024**, and send it back to:

Tammy Sobiecki
Community Services Division, Maine DOT
16 State House Station
Augusta, ME 04333—0016
tammy.sobiecki@maine.gov



WHEN WILL THIS HAPPEN: We begin in early April and end in November, weather permitting. A schedule, with contact information, will be sent indicating when each community will have the unit.

THINGS TO KNOW:

- We have no mechanism to report or collect data from these signs, but they are effective at slowing traffic in problem areas
- Your town will be responsible for coordinating pick-up and drop off with the preceding and following towns
- A schedule will be set that that minimizes travel and time costs associated with moving the trailer between communities
- Priority will be given to towns that do not already own a radar speed feedback sign

QUESTIONS: Please contact Tammy Sobiecki at 624-3263 (direct line), 592-3371 (cell), or by email tammy.sobiecki@maine.gov

Sincerely,

Peter M. Coughlan, PE, Director
Peter.coughlan@maine.gov 207/624-3266

ITEM #3: (a.) Minutes

Town of Lyman
Select Board Meeting Minutes
Monday February 5th, 2024 – Lyman Town Hall

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

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

Selectboard members absent: None

ITEM #1 SPECIAL OFFERS/ PRESENTATIONS

a. Historical Society Presents – How Lyman Got Its Name

Steve Lord - made a presentation on how Lyman got its name and presented a framed display to the Board.

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 – States that he hopes everyone reviews the meeting from 1/2/24. Requests that if anyone has a question regarding his conduct to see him personally.

b. Mail •York County Sheriff’s Monthly Report (2) •SMPDC Letter •Red Cross Letter •Insider Bulletin •York County Commissioners Letter •Maine Public Letter

ITEM #3 MINUTES

a. Review / Approve meeting minutes 1/2/2024

Jessica Picard - Motions to approve the minutes. Vicky Gavel seconds. Motion passes: 5-0-0

b. Review / Approve meeting minutes 1/18/2024

Jessica Picard - Motions to approve the minutes. Amber Swett seconds.

Motion Passes: 4-1-0 (Jessica Picard, Ralph Blackington, Thomas Hatch, Amber Swett approve; Vicky Gavel abstains she was not present)

ITEM #4 SIGN WARRANTS

a. Payroll Warrant #28 in the amount of \$32,337.96

Vicky Gavel - Motions to approve warrant. Jessica Picard seconds. Motion passes: 5-0-0

b. Payroll Warrant #29 in the amount of \$29,726.91

Vicky Gavel - Motions to approve warrant. Amber Swett seconds. Motion passes: 5-0-0

c. Accounts Payable Warrant #30 (FY2024) in the amount of \$655,296.29

Vicky Gavel – Motions to approve warrant. Jessica Picard seconds. Motion passes: 5-0-0

ITEM #5 UNFINISHED BUSINESS

a. Open Sealed Bids – Waste Hauling

CIA Salvage

Submitted 1-31-2024

Shawn Girard

366 Sokokis Trail

Limerick, ME 04048

www.Ciasalvageinc.com

	Cost per haul	Estimated trips per year	Total cost per year
Year 1 (March 5 th , 2024 – March 4 th , 2025)	\$190	250	\$47,500.00
Year 2 (March 5 th , 2025 – March 4 th , 2026)	\$205	250	\$51,250.00
Year 3 (March 5 th , 2026 – March 4 th , 2027)	\$220	250	\$55,000.00

Rental fee per container \$50.00

Fuel Surcharge proposal: Only if fuel price raises over \$5.75 per gallon charge will be \$12.00 per trip

Town of Lyman
 Select Board Meeting Minutes
 Monday February 5th, 2024 – Lyman Town Hall

Breggia Sanitation
 Submitted 1-30-2024
 Gino Breggia
 14 Kismet Lane
 Falmouth, ME 04105
breggiasanitation@gmail.com

	Cost per haul	Estimated trips per year	Total cost per year
Year 1 (March 5 th , 2024 – March 4 th , 2025)	\$463.94	340	\$157,739.60
Year 2 (March 5 th , 2025 – March 4 th , 2026)	\$482.50	340	\$164,050.00
Year 3 (March 5 th , 2026 – March 4 th , 2027)	\$501.80	340	\$170,612.00

Rental fee per container \$115.00

Fuel Surcharge proposal: \$0.55 cents per mile in the event fuel prices rise 22% or more than current conditions. (At time of submission, fuel costs are \$4.10 p/g)

(note: based above, if fuel rises above 5.002/gallon the surcharge amount will be charged)

b. Open Sealed Bids – Aerial Mapping Services

Eagle View
 Submitted 2-2-2024
 John Gannon
 25 Methodist Hill Dr.
 Rochester, NY 14623
www.eagleview.com

Year 1 (2024 – 2025)	\$12,804
Year 2 (2025 – 2026)	\$12,804
Year 3 (2026 – 2027)	\$12,804
<u>Additional Fees/ Services</u>	
Change Finder	\$0.43/parcel
Sketch Inspect	\$1.30/parcel

TCB Drones, LLC
 Submitted 2-2-2024
 Stephanie Rivers
 3824 Cedar Springs Rd #746
 Dallas, TX 75219
tcbdrones.com

Year 1 (2024 – 2025)	\$97,916.40
Year 2 (2025 – 2026)	\$108,708.97
Year 3 (2026 – 2027)	\$119,676.40
<u>Additional Fees/ Services</u>	
Disaster Response Program (drone included)	\$775 / hours/person

c. Franchise Agreement, Discuss next steps, Updates from Tony/Brad. Tabled from last meeting – Schedule Public Hearing for Ordinance Amendments

Discussion regarding amendments recommended by Tony Vigue. Public hearing will need to provide thirty days' notice. A Public Hearing is scheduled for March 18, 2024 at 6:00pm at the Town Hall

Town of Lyman
Select Board Meeting Minutes
Monday February 5th, 2024 – Lyman Town Hall

- d. [MDOT Request approval for transporting materials, project on Rt 202, Updates attached](#)
Discussion ensues regarding the attachment and what roads will be used. The Board agrees the use of local roads is very minimal and agrees to sign approval for MDOT in packet.
Jessica Picard – Motions to approve MDOT requests for transporting materials for the Route 202 project.
Amber Swett – Seconds the motion. Motion passes: 5-0-0
- e. [Cemetery Committee – Updates from Cemetery Committee](#)
Discussion confirming the committee is not requesting more funds but provided an updated list as to which cemeteries have been completed for tree work and which cemeteries have not yet been completed for tree work.
- f. [Discuss chain of communications](#)
Lindsay Gagne – Suggests a code of conduct for the board to help clarify how the board should be conducting themselves. Some examples include open meeting laws, communications with employees, filtering inquiries through the Town Manager, communications and FOAA laws, trainings for Select Board members, etc.
Victoria Gavel – States there is already a Charter, Code of Ethics, Comprehensive Plan and this would be mixing up too many things.
Jessica Picard – States it could be something more of an orientation tool for new board members to help them get caught up on how the board operates and functions.
Thomas Hatch – States it would be beneficial to draft something that clarifies how the board should conduct themselves professionally to help keep things in order.
Amber Swett – States the board should keep the conversation going.

ITEM #6

DEPARTMENT AND COMMITTEE REPORTS

- a. [Road Commissioner](#) –
Tom Croteau – States he did a site walk with the Planning Board to look at a proposed private road. Everything looked very good. He’s put some signs up at Kennebunk Pond to try to keep some of the foot traffic out of the Landscaping work area. The silt fencing is also very slippery under the snow, and he cautions those walking on it. He’s opened the gate at Bunganut so folks can plow and utilize the parking space. He’s replaced a few street signs and will be working on taking down a tree leaning over Frye’s Bridge Road.
- b. [Fire Chief](#) –
Ralph Blackington – Commends GMFR and the Fire Chief for all the hard work they do and their expertise and professionalism in the field. He has recently had a personal experience with GMFR and was very grateful for their services.
- c. [CEO – Quarterly Report](#) – Report reviewed in Agenda Packet
- d. [Tax Collector – Monthly Report](#) – Report reviewed in Agenda Packet
- e. [Bunganut Park Committee](#) –
Michelle Felicitti – States the committee has been reaching out the YMCA for information they may have on the trail systems there. They noticed some trees fell down this Winter in the Pines area, although not in the water. They are planning a Spring Clean-up of the Pines and are hoping to get the small building in that area cleaned up and clear the small sapling trees around it. They have been looking into grants but it appears they need more thorough surveys of the wetlands and soil studies so they will be considering looking into fundraising events to help drive some funding to get them started. They are also looking into getting a shed donated to repair the damages to the ticket booth at the Park. She will be reaching out to some vendors soon.

Town of Lyman
Select Board Meeting Minutes
Monday February 5th, 2024 – Lyman Town Hall

f. **Comprehensive Plan Committee – Updates from Committee**

Michelle Felicitti – The Committee is beginning to develop a survey that will go out to the public and collect feedback. They are also looking into ways to collect demographic information. She's been in touch with someone from the Agricultural Department that works with Towns Comprehensive Plans who is also willing to meet with the Committee at no cost to help guide them in the process.

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

h. **Town Manager – Progress Report**

Lindsay Gagne – States the cameras have been installed at Kennebunk Pond and are up and running. What's left will be the installation of the automatic gate and the remaining landscaping work which will pickup again in the Spring. As more committees are engaging in projects, we are looking into setting up group emails and some access to Microsoft SharePoint to help them provide more tools. During the budgeting process IT will be providing some information on potential upgrades to the meeting room because more committees are utilizing accessibility to record and stream meetings. The State has implemented a new Ongoing Absentee Ballot request as of February 1st which allows voters over 65 years of age or who self-identify with a disability to request absentee ballots to be issued to them automatically for all elections. Information will be updated on the Towns website soon.

i. **Planning Board – Quarterly Report** – Reviewed in Agenda Packet

j. **Other** -

Thomas Hatch – States the Board should consider looking at the fallen trees at Bunganut sooner than later so we can get a jump start on cleaning them up. There is some discussion that Victoria Gavel and Ralph Blackington will follow up.

ITEM #7

NEW BUSINESS

a. **Appoint Warden for March 5th, Election**

Jessica Picard – **Motions to appoint Michelle Felicitti as Warden for the March 5th, 2024 Presidential Primary.**

Thoams Hatch – **Seconds the motion.**

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

b. **Discuss Agenda format changes**

There is discussion of have department reports sent in to be added to the agenda packet rather than having standing place holders on the agenda. The board agrees to solicit for reports, at least quarterly if not more, and have written reports submitted for the Agenda Packet.

c. **Discuss Bunganut booth repairs**

Discussion regarding vandalism of the booth at Bunganut. Because the Town has a contract with the YMCA, the Town is required to maintain all maintenance and repairs of the buildings and facilities. The board will need to decide if they want to spend \$1000 on the deductible for the insurance claim and repair the damages or if they would rather replace the entire booth as has been discussed in the past due to the booths poor condition all together. If the Board chooses to replace the booth, they will need to also consider going to the Zoning Board of Appeals to apply for a variance because the booth does not meet current set back requirements of 75-feet from front boundary line. Moving the booth back 75-feet will disrupt the traffic flow of the parking lot. However, in the long-term plan while the Bunganut Park Committee is working to develop improvement goals for the park, the parking area can always be modified in the future where the booth could be placed in a more conforming area. For now, options may be limited. The board agrees to have the Bunganut Park Committee solicit for donations before they make a decision which route they will go.

Town of Lyman
Select Board Meeting Minutes
Monday February 5th, 2024 – Lyman Town Hall

d. [Review draft Personnel Policy](#)

There is some discussion of the draft policy. The Board agrees they will need more time to review. Some questions and notes have been added to the policy for the Board to consider. Such as paying out PTO, if the Board will choose to pay out vacation accruals, find a middle ground, or not pay out at all. Other notes are included in the draft.

e. [Review/ Vote on Resignation submitted](#)

Jessica Picard – Motions to accept the resignation of the CEO.

Amber Swett – Seconds the motion.

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

f. [Review Committee Applicant – ORC \(2 applicants\)](#)

Amber Swett – Motions to go with the recommendation of the Town Manager.

Thomas Hatch – Seconds the motion

Motion passes: 5-0-0

The Board appoints Eric Green to the Ordinance Review Committee for a term ending June 30, 2025

g. [Review Committee Applicant – ZBA \(1 applicant\)](#)

Amber Swett – Motions to go with the recommendation of the Town Manager.

Jessica Picard – Seconds the motion

Motion passes: 5-0-0

The Board appoints Stephen Walker to the Zoning Board of Appeals as an Alternate Member for a term ending June 30, 2025

h. [Review Appointment of PB Member](#)

Jessica Picard – Motions to proceed with the Town Manager’s and Planning Board’s recommendation.

Victoria Gavel – Seconds the motion.

Motion passes: 5-0-0

The Board appoints Cecile Dupuis as a regular Planning Board Member for a term ending June 30, 2025. Cecile was previously an Alternate Planning Board member and now the alternate seat will become vacant.

i. [Review/Approve Resolution to manage accounts policy](#)

Jessica Picard – Motions to approve the resolution to manage accounts policy.

Amber Swett – Seconds the motion. Motion passes: 5-0-0

OTHER

Lindsay Gagne – Asks the board if they’d like to schedule another Budget Workshop.

A workshop is scheduled for February 22, 2024 at 6:00pm at the Town Hall.

Lindsay Gagne – Asks the board if they’d like to include having a public hearing for the Aerial RFP to allow for public comment.

A public Hearing is scheduled February 20, 2024 at 6:00pm at the Town Hall.

EXCECUTIVE SESSION

ADJOURN

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

Town of Lyman
Select Board Meeting Minutes
Monday February 5th, 2024 – 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 6 pages are the original minutes of the Select Board Meeting dated February 5th, 2024

Lindsay Gagne

ITEM #4: (a.) Payroll Warrant

LYMAN
7:47 AM

Payroll Check Register

Pay Date: 02/21/2024

02/15/2024

Page 1

Check	D / D	Check	Amount	Date	Employee
-------	-------	-------	--------	------	----------

Employee Checks

1	1,659.35	0.00	1,659.35	02/21/24	79 SUSAN J BELLEROSE
2	1,915.52	0.00	1,915.52	02/21/24	029 BRENDA D CHARLAND
3	1,187.49	0.00	1,187.49	02/21/24	025 THOMAS M CROTEAU
4	2,461.97	0.00	2,461.97	02/21/24	028 LINDSAY GAGNE
5	1,875.46	0.00	1,875.46	02/21/24	016 LAURIE L GONSKA
6	270.12	0.00	270.12	02/21/24	117 PAUL HAKALA
7	775.66	0.00	775.66	02/21/24	022 DUANE A HANSON
8	259.30	0.00	259.30	02/21/24	007 THOMAS M HOLLAND
9	1,697.59	0.00	1,697.59	02/21/24	015 JEANETTE E LEMAY
10	795.27	0.00	795.27	02/21/24	036 JULIE LEMIEUX
11	1,285.30	0.00	1,285.30	02/21/24	041 RANDALL L MURRAY
12	431.89	0.00	431.89	02/21/24	19 BRIAN D. RACICOT
13	462.78	0.00	462.78	02/21/24	123 KYLE D RACICOT
14	336.00	0.00	336.00	02/21/24	002 DAVID W RILEY
15	138.15	0.00	138.15	02/21/24	020 DAVID H SANTORA
16	1,428.56	0.00	1,428.56	02/21/24	037 REBEKAH S THOMPSON
17	293.58	0.00	293.58	02/21/24	40 RAYMOND J VALLIERE
Total	17,273.99	0.00	17,273.99		

Direct Deposit Checks

18	0.00	17,273.99	17,273.99	02/21/24	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	17,273.99	17,273.99		

Trust & Agency Checks

19	0.00	6,375.60	6,375.60	02/21/24	T & A 1 I.R.S.
20	0.00	1,186.66	1,186.66	02/21/24	T & A 3 ICMA
21	0.00	1,181.64	1,181.64	02/21/24	T & A 2 MAINE REVENUE SERVICES
22	0.00	1,569.99	1,569.99	02/21/24	T & A 9 MPERS
Total	0.00	10,313.89	10,313.89		

Summary

Checks:	Regular	0.00	17
	D / D	17,273.99	1
	Employee	17,273.99	
	T & A	10,313.89	4
	Voided		0
	Total	27,587.88	22

WARRANT: 31

Check	D / D	Check	Employee	Gross Pay
1	1,659.35	0.00	79 SUSAN J BELLEROSE	2,379.00
2	1,915.52	0.00	029 BRENDA D CHARLAND	2,786.83
3	1,187.49	0.00	025 THOMAS M CROTEAU	1,744.83
4	2,461.97	0.00	028 LINDSAY GAGNE	3,494.23
5	1,875.46	0.00	016 LAURIE L GONSKA	2,913.46
6	270.12	0.00	117 PAUL HAKALA	292.50
7	775.66	0.00	022 DUANE A HANSON	1,120.00
8	259.30	0.00	007 THOMAS M HOLLAND	286.85
9	1,697.59	0.00	015 JEANETTE E LEMAY	2,405.15
10	795.27	0.00	036 JULIE LEMIEUX	1,076.25
11	1,285.30	0.00	041 RANDALL L MURRAY	1,960.80
12	431.89	0.00	19 BRIAN D. RACICOT	523.22
13	462.78	0.00	123 KYLE D RACICOT	552.00
14	336.00	0.00	002 DAVID W RILEY	363.84
15	138.15	0.00	020 DAVID H SANTORA	149.60
16	1,428.56	0.00	037 REBEKAH S THOMPSON	2,161.83
17	293.58	0.00	40 RAYMOND J VALLIERE	317.90
18	0.00	17,273.99	D / D 1 BIDDEFORD SAVINGS BANK	
19	0.00	6,375.60	T & A 1 I.R.S.	
20	0.00	1,186.66	T & A 3 ICMA	
21	0.00	1,181.64	T & A 2 MAINE REVENUE SERVICES	
22	0.00	1,569.99	T & A 9 MPERS	
Total	17,273.99	27,587.88		24,528.29

Put into A/P **10,553.29**
Taken out of A/P **(10,313.89)**
Total Payroll **27,827.28**

Count

Checks 22

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

TOWM OF LYMAN, BOARD OF SELECTMEN

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

ITEM #4: (b.) AP Warrant

Lyman
11:21 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

02/15/2024
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9999	1,496.78	02/15/24	32	0091 CENTRAL MAINE POWER, INC.
P	10403	4,645.19	02/05/24	32	0569 SECRETARY OF STATE
P	10404	15,592.96	02/12/24	32	0569 SECRETARY OF STATE
R	10405	109.61	02/15/24	32	0218 AMAZON CAPITAL SERVICES
R	10406	595.00	02/15/24	32	1046 BOURQUE & CLEGG LLC
R	10407	4,050.00	02/15/24	32	0335 C.I.A. SALVAGE INC
R	10408	267.99	02/15/24	32	0310 CHARTER COMMUNICATIONS
R	10409	32.00	02/15/24	32	0994 CINTAS CORPORATION- # 758
R	10410	17,100.00	02/15/24	32	0248 DAYTON SNOW FIGHTERS INC.
R	10411	78.66	02/15/24	32	0313 DUANE HANSON
R	10412	9,730.86	02/15/24	32	0024 EASTERN SALT COMPANY INC
R	10413	24,842.98	02/15/24	32	0500 ECOMAINE
R	10414	49.26	02/15/24	32	0147 GONETSPEED
R	10415	18.84	02/15/24	32	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	10416	7,035.47	02/15/24	32	0376 M M E H T
R	10417	355.00	02/15/24	32	0161 MAINE MUNICIPAL ASSOCIATION
R	10418	40.00	02/15/24	32	0414 MAINE MUNICIPAL ASSOCIATION
R	10419	6,606.00	02/15/24	32	0414 MAINE MUNICIPAL ASSOCIATION
R	10420	40.00	02/15/24	32	0312 MAINE WELFARE DIRECTORS ASSOCIATION
R	10421	355.00	02/15/24	32	0256 POTTYS-R-US
R	10422	21.50	02/15/24	32	0502 REGISTRY OF DEEDS
R	10423	152.00	02/15/24	32	0502 REGISTRY OF DEEDS
R	10424	100.00	02/15/24	32	0580 SMPDC
R	10425	50.00	02/15/24	32	0185 STATE OF MAINE CHAPTER OF IAAO
R	10426	656.06	02/15/24	32	0289 SUPERIOR PLUS
R	10427	700.00	02/15/24	32	0281 TIBBETTS FARMS LLC
R	10428	159.29	02/15/24	32	0985 WARRENS OFFICE SUPPLIES
P	88889	278.71	02/15/24	32	0140 WEX BANK
P	99999	46.40	02/15/24	32	0095 CARDMEMBER SERVICE
P	99999	50.00	02/15/24	32	0095 CARDMEMBER SERVICE
P	99999	15.99	02/15/24	32	0095 CARDMEMBER SERVICE
P	99999	14.40	02/15/24	32	0095 CARDMEMBER SERVICE
P	99999	462.00	02/15/24	32	0095 CARDMEMBER SERVICE
P	99999	22.00	02/15/24	32	0095 CARDMEMBER SERVICE
Total		95,769.95			

Count

Checks	34
Voids	0

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
00218 AMAZON CAPITAL SERVICES						
0428	10405	02	SUPPLIES		1KM7-1WCV-JY4W	
SUPPLIES			E 110-11-60-610		63.05	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		63.05	
0428	10405	02	SUPPLIES		1XT7-WWJD-4N4J	
SUPPLIES			E 110-11-60-610		19.72	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		19.72	
0428	10405	02	SUPPLIES		19DM-4MDT-D9YR	
SUPPLIES			E 110-11-60-610		26.84	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		26.84	
			Vendor Total-		109.61	
01046 BOURQUE & CLEGG LLC						
0428	10406	02	SERVICES		579/580/623/581	
SERVICES			E 181-11-33-320		595.00	0.00
			CONT PROF / PROF SERV LE			
			Vendor Total-		595.00	
00335 C.I.A. SALVAGE INC						
0428	10407	02	HAULING		4154	
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		700.00	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-		4,050.00	
00095 CARDMEMBER SERVICE						
0428	99999	02	VISTAPRINT		VP_532T2MDP	
VISTAPRINT			E 110-11-60-610		46.40	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		46.40	
0428	99999	02	STAMPS.COM		ST3401892	
STAMPS.COM			E 110-11-60-610		50.00	0.00
			SUPPLIES / SUPPLIES			
			Invoice Total-		50.00	
0428	99999	02	ZOOM		240243088	
ZOOM			E 110-11-32-310		15.99	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		15.99	
0428	99999	02	MICROSOFT		E0600QX8PH	
MICROSOFT			E 110-11-32-310		14.40	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		14.40	
0428	99999	02	MICROSOFT		E0600QX71V	

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
MICROSOFT			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		462.00	
0428	99999	02	MICROSOFT	E0600QX9E2		
MICROSOFT			E 110-11-32-310		22.00	0.00
			CTRCT SVS EQ / PROF SVS			
			Invoice Total-		22.00	
			Vendor Total-		610.79	
00091 CENTRAL MAINE POWER, INC.						
0428	9999	02	ELECTRICAL SERVICES	4010000286828		
3501-2118-408			E 147-22-50-560		9.44	0.00
			UTILITIES / ELECTRICITY			
3501-1893-878			E 147-22-50-560		10.02	0.00
			UTILITIES / ELECTRICITY			
3501-2918-062			E 147-22-50-560		9.64	0.00
			UTILITIES / ELECTRICITY			
3501-6854-669			E 147-31-50-560		457.60	0.00
			UTILITIES / ELECTRICITY			
3501-2614-331			E 147-51-50-560		348.72	0.00
			UTILITIES / ELECTRICITY			
3501-6858-561			E 147-21-50-560		47.30	0.00
			UTILITIES / ELECTRICITY			
3501-2989-030			E 147-11-50-560		554.39	0.00
			UTILITIES / ELECTRICITY			
3001-3752-495			E 147-23-50-560		59.67	0.00
			UTILITIES / ELECTRICITY			
			Vendor Total-		1,496.78	
00310 CHARTER COMMUNICATIONS						
0428	10408	02	UTILITIES - KENNEBUNK	232143101020124		
UTILITIES			E 161-23-50-580		168.99	0.00
			UTILITIES / COMM			
ARPA			E 551-84-70-790		99.00	0.00
			FED - EQUIPMENT / OTHER EQUIP			
			Vendor Total-		267.99	
00994 CINTAS CORPORATION- # 758						
0428	10409	02	13117643	4182483859		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
			Vendor Total-		32.00	
00248 DAYTON SNOW FIGHTERS INC.						
0428	10410	02	MIX SALT/SAND	1099		
MIX SALT/SAND			E 143-51-31-360		17,100.00	0.00
			CTRCT SVS BL / PLOW & SAND			
			Vendor Total-		17,100.00	
00313 DUANE HANSON						
0428	10411	02	MILEAGE	01/31-02/13		
MILEAGE			E 110-11-90-910		78.66	0.00
			OTHER / MILEAGE/TRAV			
			Vendor Total-		78.66	
00024 EASTERN SALT COMPANY INC						

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0428	10412	02	SALT LYMANM05		135469	
SALT LYMANM05			E 143-51-31-360		9,730.86	0.00
			CTRCT SVS BL / PLOW & SAND			
			Vendor Total-		9,730.86	
00500 ECOMAINE						
0428	10413	02	RECYCLE		01/31/2024	
RECYCLE			E 150-31-35-352		878.40	0.00
			CTRCT SVS WA / PROF SVS REC			
			Invoice Total-		878.40	
0428	10413	02	BULLYMAN01		01/31/2024	
BULLYMAN01 OBW-WOOD			E 150-31-35-351		1,028.13	0.00
			CTRCT SVS WA / PROF SVS TW			
			Invoice Total-		1,028.13	
0428	10413	02	LYMAN01		01/31/2024	
LYMAN01 MSW			E 150-31-35-350		22,936.45	0.00
			CTRCT SVS WA / PROF SVS TIP			
			Invoice Total-		22,936.45	
			Vendor Total-		24,842.98	
00147 GONETSPEED						
0428	10414	02	13668 PHONE		02/01/2024	
13668 PHONE			E 150-31-50-580		49.26	0.00
			UTILITIES / COMM			
			Vendor Total-		49.26	
00322 KENNEBUNK LIGHT & POWER DISTRICT						
0428	10415	02	2101002-01		02/06/2024	
2101002-01			E 147-51-50-560		18.84	0.00
			UTILITIES / ELECTRICITY			
			Vendor Total-		18.84	
00376 M M E H T						
0428	10416	02	MHT.31171		MARCH	
INSURANCE-EMPLOYEE			G 1-205-00		478.74	0.00
			BENFTS-EMPLE			
HEALTH			E 102-99-20-210		6,214.65	0.00
			BENEFITS / HEALTH			
DENTAL			E 102-99-20-211		306.53	0.00
			BENEFITS / DENTAL			
LIFE NO MED			E 102-99-20-214		35.55	0.00
			BENEFITS / LIFE NO MED			
			Vendor Total-		7,035.47	
00161 MAINE MUNICIPAL ASSOCIATION						
0428	10417	02	UNEMPLOYMENT		68099	
31170U			E 117-99-38-327		355.00	0.00
			CONT SVS INS / INS UNEMPLOY			
			Vendor Total-		355.00	
00414 MAINE MUNICIPAL ASSOCIATION						
0428	10418	02	TRAINING		1000457043	*** SEPARATE ***
33170			E 102-11-20-280		40.00	0.00
			BENEFITS / TRAINING			
			Invoice Total-		40.00	

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
0428	10419	02	MEMBERSHIP		1000457370	
MEMBERSHIP			E 110-11-39-315		6,606.00	0.00
			CONT SVS OTH / MEMB & DUES			
			Invoice Total-		6,606.00	
			Vendor Total-		6,646.00	
00312 MAINE WELFARE DIRECTORS ASSOCIATION						
0428	10420	02	TRAINING		1000458091	
TRAINING			E 102-11-20-280		40.00	0.00
			BENEFITS / TRAINING			
			Vendor Total-		40.00	
00256 POTTYS-R-US						
0428	10421	02	PORTA-POTS		28174	
KENNEBUNK POND			E 145-23-35-331		85.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		85.00	
0428	10421	02	PORTA-POTS		28181	
CHADBOURNE FIELD			E 145-21-35-331		185.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		185.00	
0428	10421	02	PORTA-POTS		28037	
SALT SHED			E 145-51-35-331		85.00	0.00
			CTRCT SVS WA / PROF PORTA P			
			Invoice Total-		85.00	
			Vendor Total-		355.00	
00502 REGISTRY OF DEEDS						
0428	10422	02	TRANSFERS		01/01-02/05	*** SEPARATE ***
TRANSFERS			E 110-11-39-399		21.50	0.00
			CONT SVS OTH / OTHER			
			Invoice Total-		21.50	
0428	10423	02	DISCHARGES		JANUARY	
DISCHARGES			E 110-11-39-399		152.00	0.00
			CONT SVS OTH / OTHER			
			Invoice Total-		152.00	
			Vendor Total-		173.50	
00569 SECRETARY OF STATE						
0428	10403	02	31170		01/26-02/01	
31170			G 1-250-00		4,645.19	0.00
			MTR VEHICLE			
			Invoice Total-		4,645.19	
0428	10404	02	31170		02/01-02/09	
31170			G 1-250-00		15,592.96	0.00
			MTR VEHICLE			
			Invoice Total-		15,592.96	
			Vendor Total-		20,238.15	
00580 SMPDC						
0428	10424	02	ORDINANCE REVIEW		17166	
ORDINANCE REVIEW			E 110-19-90-999		100.00	0.00
			OTHER / MISC			

A / P Warrant

Warrant 32

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Vendor Total-					100.00	
00185 STATE OF MAINE CHAPTER OF IAAO						
0428	10425	02	WINTER MEETING	03/07/2024		
TRAINING			E 102-31-20-280		50.00	0.00
			BENEFITS / TRAINING			
Vendor Total-					50.00	
00289 SUPERIOR PLUS						
0428	10426	02	9127610 - PROPANE	18517182		
9127610 - PROPANE			E 147-11-50-510		656.06	0.00
			UTILITIES / PROPANE			
Vendor Total-					656.06	
00281 TIBBETTS FARMS LLC						
0428	10427	02	PLOWING	5193		
PLOWING			E 143-51-31-360		700.00	0.00
			CTRCT SVS BL / PLOW & SAND			
Vendor Total-					700.00	
00985 WARRENS OFFICE SUPPLIES						
0428	10428	02	TOWLYM	204091-00		
TOWLYM			E 110-11-60-610		20.50	0.00
			SUPPLIES / SUPPLIES			
Invoice Total-					20.50	
0428	10428	02	TOWLYM	526714-00		
TOWLYM			E 110-11-60-610		138.79	0.00
			SUPPLIES / SUPPLIES			
Invoice Total-					138.79	
Vendor Total-					159.29	
00140 WEX BANK						
0428	88889	02	0496-00-621844-0	94992694		
FUEL PURCHASES			E 150-31-50-570		278.71	0.00
			UTILITIES / FUEL			
Vendor Total-					278.71	
Prepaid Total-					22,624.43	
Current Total-					73,145.52	
EFT Total-					0.00	
Warrant Total-					95,769.95	

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.) RFP - Waste Hauling

RFP Waste Hauling

Open Sealed Bids 2-5-2024

Awarded Bid - TBD

RFP's received

1. CIA Salvage
Submitted 1-31-2024
Shawn Girard
366 Sokokis Trail
Limerick, ME 04048
(207)-793-8193
www.Ciasalvageinc.com
ciasalvage@gmail.com

	Cost per haul	Estimated trips per year	Total cost per year
Year 1 (March 5 th , 2024 – March 4 th , 2025)	\$190	250	\$47,500.00
Year 2 (March 5 th , 2025 – March 4 th , 2026)	\$205	250	\$51,250.00
Year 3 (March 5 th , 2026 – March 4 th , 2027)	\$220	250	\$55,000.00

Rental fee per container \$50.00

Fuel Surcharge proposal: Only if fuel price raises over \$5.75 per gallon charge will be \$12.00 per trip

2. Breggia Sanitation
 Submitted 1-30-2024
 Gino Breggia
 14 Kismet Lane
 Falmouth, ME 04105
 (207)-274-3404
breggiasanitation@gmail.com

	Cost per haul	Estimated trips per year	Total cost per year
Year 1 (March 5 th , 2024 – March 4 th , 2025)	\$463.94	340	\$157,739.60
Year 2 (March 5 th , 2025 – March 4 th , 2026)	\$482.50	340	\$164,050.00
Year 3 (March 5 th , 2026 – March 4 th , 2027)	\$501.80	340	\$170,612.00

Rental fee per container \$115.00

Fuel Surcharge proposal: \$0.55 cents per mile in the event fuel prices rise 22% or more than current conditions. (At time of submission, fuel costs are \$4.10 p/g)

(note: based above, if fuel rises above 5.002/gallon the surcharge amount will be charged)

Updated Pricing

Submitted 2-6-2024

	Cost per haul	Estimated trips per year	Total cost per year
Year 1 (March 5 th , 2024 – March 4 th , 2025)	\$240	340	\$81,600.00
Year 2 (March 5 th , 2025 – March 4 th , 2026)	\$249.60	340	\$84,864.00
Year 3 (March 5 th , 2026 – March 4 th , 2027)	\$259.58	340	\$88,257.20

Rental fee per container \$45.00

Fuel Surcharge proposal: \$0.55 cents per mile in the event fuel prices rise 22% or more than current conditions. (At time of submission, fuel costs are \$4.10 p/g)

(note: based above, if fuel rises above 5.002/gallon the surcharge amount will be charged)

CIA SALVAGE

TOWN OF LYMAN

11 South Waterboro Rd Lyman, ME 04002

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

Email: townmanager@lyman-me.gov

REQUEST FOR PROPOSALS

Waste Hauling

The Town of Lyman is requesting proposals from qualified Contractors to provide waste hauling services for the Towns Transfer Station. The intention of this RFP is to solicit responses and formal proposals and select a single organization to provide services to the Town of Lyman.

The scope of work is as outlined in this request for proposal. This document does not commit the Town of Lyman to any contract for any service, supply, or subscription whatsoever. The Town of Lyman will not reimburse any information or administrative costs incurred as a result of participation in response to the RFP. All costs associated with response will solely reside at the responding party's expense.

Please submit your proposal in a sealed envelope to the Town of Lyman by February 5th, 2024 by 3:00pm EST. Proposals must be addressed to:

Town of Lyman, Select Board

RFP: Waste Hauling

11 South Waterboro Rd

Lyman, ME 04002

Please mark sealed proposals plainly "RFP: Waste Hauling". Proposals will be opened publicly during the Select Boards regular meeting on February 5th, 2024. The Town will not except late bids.

Questions regarding this request for proposal should be directed via email to:

townmanager@lyman-me.gov

Or call the Town Manager Office: 207-247-0642

Project Description & Scope of Work

The Town operates a Solid Waste Transfer Station and Recycling Center located on 988 South Waterboro Road. This facility is staffed Tuesday 8am-12pm, Thursday 8am-4pm, and Saturdays & Sundays 8am-4pm.

Scope of Services

Containers

- Household Waste : Two (2) 45-yard breakaway roll off containers
- Recycling : Two (2) 45-yard breakaway roll off containers

Container Rental

Contractor must be able to provide a minimum of Three (3) to a maximum of Four (4) container rentals.

- Metal : One (1) 30-yard open top roll off container
- Wood & Furniture : Two (2) 30-yard open top, roll off containers
- Spare : One (1) 30-yard open top, roll off container

Container Transport/Hauling

Our solid waste and recycling are taken to ECO Maine in Portland

Metals will need to be hauled by contractor to a preferred vendor or as outlined in contractors bid proposal.

Estimated hauling trips per year equal to approximately 340 trips based on prior 5-years.

Terms of Agreement :

Terms are as outlined in the Towns Waste Hauling Service Agreement and contract shall run for Three (3) years from March 5th, 2024 to March 4th, 2027. Contractor must be available to respond to service requests within 24-hours of request and must be available for weekend pickups.

Insurance Certificate :

Contractor shall provide the Town with current insurance requirement per Town policy, including, but not limited to, General Liability, Workers Compensation, and General Auto Liability.

Fuel Surcharge :

Contractor shall outline in bid proposal conditions for fuel surcharge prices.

Payment Schedule :

Contractor shall outline in bid proposal price per transport of container. Metal hauling shall specify parameters for price per transport of container and arbitration methods for materials sold on the metals market. Contractor shall specify anticipated inflationary increases per year of the three-year term, not to include COLA increases.

Conditions and Instructions to Bidders

1. Bidders shall use the enclosed bid form and submit additional information/credentials attached with bid form.
2. Proposals must include separate line-item costs for any or all the items outlined on the proposal form.
3. Proposals must be completed in full and must be signed by a firm official or representative. Proposals may be withdrawn prior to the time set for the official opening.
4. Proposals will be opened publicly. Bidders or representatives may be present at opening.
5. Issuance of this RFP and receipt of proposals does not commit the Town to award a contract. The Town reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the consultants/firms submitting an RFP, or to cancel all or part of this RFP.
7. No contract may be assigned without board approval and contract must be signed by at least three members of the board.
8. Please state "**RFP Waste Hauling**" on submitted, sealed envelope.
9. The Town of Lyman reserves the right to waive any formality and technicality, whichever is deemed best for the interest of the Town.

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

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

PROPOSAL FORM:

Due: **February 5th, 2024 by 3:00PM EST.**

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

Contractor must provide separate line item as outlined below:

Waste hauling price, per trip/year

	Cost per haul	Estimated trips per year	Total cost per year
Year 1(March 5 th , 2024 – March 4 th , 2025):	\$ 190	258	\$ 47,500
Year 2(March 5 th , 2025 – March 4 th , 2026):	\$ 205	250	\$ 51,250
Year 3(March 5 th , 2026 – March 4 th , 2027):	\$ 220	250	\$ 55,000

Fuel surcharge proposal

only if fuel price RAISES OVER \$5.75 per gal
Charge will be \$12.⁰⁰ per trip

Container rental fees (30-yard open top, roll off container)

Per container 30 Each (Indicate per month/year)

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

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

Signature [Signature] Company CIA SALVAGE INC

Name (print) Shawn Girard Telephone # _____

Title Pres Fax # _____

Address 306 Sokosist Trail N. Limerick, ME 04048

Email Address CIASALVAGE@GMAIL.COM

Web Site CIASALVAGEINC.COM

BREGGIA SANITATION



14 Kismet Lane
Falmouth, ME 04105
207-274-3404

breggiasanitation@gmail.com

January 23, 2024

Town of Lyman, Select Board
RFP: Waste Hauling
11 South Waterboro Rd
Lyman, ME 04002

RE: RFP: Waste Hauling

Please find enclosed for your review a response to your Request for Proposal for Waste Hauling services for the Town of Lyman Maine. We have also included several business references we felt you may find helpful in making your selection. We are excited about the opportunity to provide waste hauling services to the Town of Lyman and welcome the opportunity to answer any questions you might have about our proposal or services.

Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Gino Breggia". The signature is written in a cursive style.

Gino Breggia
Owner

PROPOSAL FORM:

Due: **February 5th, 2024 by 3:00PM EST.**

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

Contractor must provide separate line item as outlined below:

Waste hauling price, per trip/year

	Cost per haul	Estimated trips per year	Total cost per year
Year 1(March 5 th , 2024 – March 4 th , 2025):	\$ 463.94	340	\$157,739.60
Year 2(March 5 th , 2025 – March 4 th , 2026):	\$ 482.50	340	\$164,050.00
Year 3(March 5 th , 2026 – March 4 th , 2027):	\$ 501.80	340	\$170,612.00

Fuel surcharge proposal

.55 cents per mile in the event fuel prices rise 22% or more than current conditions. At the time of this submission, fuel costs are \$4.10 p/g

Container rental fees (30-yard open top, roll off container)

Per container \$115.00 per month (Indicate per month/year)

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

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

Signature F. Gino Breggia Company Breggia Sanitation

Name (print) F.Gino Breggia Telephone #: _____

Title Owner Fax # _____

Address 14 Kismet Lane. Falmouth, ME 04105

Email Address Breggiasanitation@gmail.com

Web Site _____

From: [Breggia Sanitation Dumpster Rental](#)
To: [Town Manager](#)
Subject: Adjusted RFP
Date: Tuesday, February 6, 2024 2:20:42 PM
Attachments: [Adjusted RFP-Waste-Hauling-Transfer-Station Lyman.pdf](#)

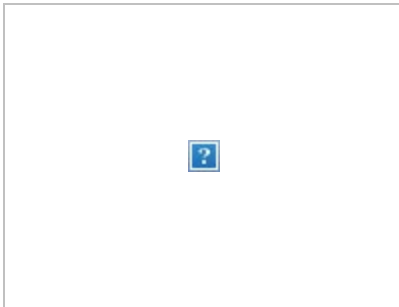
Hi Lindsey,

Here are the new numbers. Please let me know if you think these will work. If there is anything you have issues or questions with please let me know and I can try and see if anything can be done.

I really appreciate the opportunity and hope the board finds the value in our services.

--

Gino Breggia
Breggia Sanitation
BreggiaSanitation@gmail.com
207-274-3404



PROPOSAL FORM:

Due: **February 5th, 2024 by 3:00PM EST.**

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

Contractor must provide separate line item as outlined below:

Waste hauling price, per trip/year

	Cost per haul	Estimated trips per year	Total cost per year
Year 1(March 5 th ,2024 – March 4 th , 2025):	\$ 240.00	340	\$81,600.00
Year 2(March 5 th ,2025 – March 4 th , 2026):	\$ 249.60	340	\$84,864.00
Year 3(March 5 th ,2026 – March 4 th , 2027):	\$ 259.58	340	\$88,257.20

Fuel surcharge proposal

.55 cents per mile in the event fuel prices rise 22% or more than current conditions. At the time of this submission, fuel costs are \$4.10 p/g

Container rental fees (30-yard open top, roll off container)

Per container \$45.00 per month (Indicate per month/year)

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

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

Signature _____ Company Breggia Sanitation

Name (print) F.Gino Breggia Telephone # _____

Title Owner Fax # _____

Address 14 Kismet Lane. Falmouth, ME 04105

Email Address Breggiasanitation@gmail.com

Web Site _____

METAL HAULING

Breggia Sanitaiton would utilize AIM Recycling for metal recyling.

AIM Recycling is located at 2244 Portland Rd, Arundel, ME 04046. It's hours of operation are:

Thursday: 8:00 AM - 5:00 PM

Friday: 8:00 AM - 5:00 PM

Saturday: 8:00 AM - 12:00 PM

Sunday: Closed

Monday: 8:00 AM - 5:00 PM

Tuesday: 8:00 AM - 5:00 PM

Wednesday: 8:00 AM - 5:00 PM

Paying as of 1/23/2024 for Light Metals per Gross Ton \$100.00

Paying as of 1/23/2024 for Heavy Metals per Gross Ton \$170.00



BREGSAN-01

RNEGUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No)	
	E-MAIL ADDRESS: info@clarkinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Breggia Sanitation, LLC 207 Sheridan Street Portland, ME 04101	INSURER A : Acuity Insurance Company		14184
	INSURER B : Progressive Northern Ins C		38628
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		ZR8447	7/8/2023	7/8/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		965794304	8/2/2023	2/2/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER M.W. Hoss Construction	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

APPLICATION APPROVED



BY JANE LAPIERRE

For Department Use Only

A. JL	B.	C. 816125
-------	----	-----------

A. Manifest Reporting is Current B. MNHWTLID C. Biennial License Expiration Date

STATE OF MAINE APPLICATION/LICENSE FOR TRANSPORTATION OF NONHAZARDOUS WASTE

1. STATE MAINE	2. YEAR - MAKE	3. VEHICLE I.D. NO
-------------------	----------------	--------------------

FOR TWO OR MORE VEHICLES ATTACH THE FLEET APPLICATION FORM

4. NEW APPLICATION RENEWAL TRANSFER ADDITION

5. APPLICANT NAME	FRANK GENG BREGGIA		
6. COMPANY NAME	BREGGIA SANITATION		
7. PHYSICAL & MAILING ADDRESS (if different)	14 KISMET LANE		
8. CITY/TOWN	FALMOUTH		
9. STATE	MAINE	10. ZIP CODE	04105
11. TELEPHONE NUMBER			
12. FEDERAL I.D. NUMBER	871008594		

13. (CHECK ONE) SOLE PROPRIETOR PARTNERSHIP CORPORATION MUNICIPALITY
 COUNTY STATE GOVERNMENT FEDERAL GOVERNMENT
 OTHER

14. CATEGORY OF WASTE TO BE TRANSPORTED IN THE ABOVE VEHICLE(S):
 CATEGORY A ...SPECIAL WASTE, TIRES, CONSTRUCTION & DEMOLITION DEBRIS
 CATEGORY B ...MUNICIPAL SOLID WASTE (trash, garbage, rubbish)
 CATEGORY C ...SEPTAGE

15. FEES SUBMITTED: \$ 200.⁰⁰
 FEES MUST BE SUBMITTED BY CHECK OR MONEY ORDER PAYABLE TO "TREASURER, STATE OF MAINE" - SEE FEE SCHEDULE

16. REQUIRED ATTACHMENTS: (PLEASE CHECK OFF)
 A. Certificate of Vehicle Insurance with DEP as certificate holder
 B. Disclosure Statement listing all civil or criminal violations, court proceedings or consent agreements concerning handling of waste. IF NONE, CHECK HERE
 C. Photocopy of vehicle registration (if applicable)
 D. Letter of authorization from the Company listed in Section 6 authorizing the applicant to apply for a license on behalf of the Company.

By signing this application, I certify that the information contained in and attached to this form is true, correct and complete to the best of my knowledge. I further certify that I will abide by the Standard Conditions stated in 06-096 C.M.R. ch. 411, §5 of the Department's Rules (copy attached).

(printed or typed):

Title:

Signature: F. J. Breggia

Date Signed: 6-29-2023

NONHAZARDOUS WASTE TRANSPORTER LICENSE
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 17 STATE HOUSE STATION
 AUGUSTA, ME 04333
 (207) 287-7688

THIS LICENSE IS NOT VALID UNLESS STAMPED WITH DEPARTMENT SEAL AND DATE
 Authority for issuing: 38 M.R.S. Sections 1304(1) and 1304(1-A)

DEP
 NHWTLIP
7/10/23
 Processed

Revised 12/2018



**MAINE BUREAU OF MOTOR VEHICLES
MOTOR CARRIER SERVICES - FUEL UNIT**
29 STATE HOUSE STATION, AUGUSTA, ME 04333-0029
Tel: (207) 624-9000 Ext. 52137 TTY Users call Maine relay 711



**2023 - 2024 MAINE FUEL LICENSE
EFFECTIVE DATE: 07/01/2023**

US DOT NUMBER: 3805421

LICENSE NUMBER: 871008594

LICENSEE:

BREGGIA SANITATION LLC
207 SHERIDAN ST
PORTLAND, ME 04101-2681

PHYSICAL LOCATION:

207 SHERIDAN ST
PORTLAND, ME 04101-2681

NON-TRANSFERABLE, EXPIRES JUNE 30, 2024

This license is issued under the terms and conditions of Title 29A, Section 525 and is valid for vehicles operated by the licensee in the State of Maine only.

(A COPY OF THIS LICENSE MUST BE CARRIED IN EACH MOTOR VEHICLE)

IMPORTANT INFORMATION

This is your Maine Fuel License. A photocopy of this license must be carried in each motor vehicle. The licensee is responsible for the proper use of this license and all associated fuel decals.

If you sell or trade a licensed vehicle during the tax year, you must remove the decal from the vehicle.

Vehicles that are required to have decals:

Using special fuel such as diesel or propane and...

1. Is registered for a gross vehicle weight in excess of 26,000 pounds or;
2. Is designed to carry 20 or more passengers or;
3. Is used in combination with another vehicle or vehicles and the combined gross weight is in excess of 26,000 pounds or;
4. Unit has 3 or more axles on the power unit, regardless of gross weight.

Operation outside of the State of Maine requires an IFTA license or valid trip permit.

If you have any questions regarding Maine Fuel licensing please call (207) 624-9000 Ext. 52137 or visit; <http://www.maine.gov/sos/bmv/commercial/fuel.html>



CERTIFICATE OF TRAINING



THIS CERTIFIES THAT

GINO BREGGIA

has successfully completed the course of instruction

Transfer Station Operators Training

Program: Core Training 1

Presented by the Maine DEP

Division of Materials Management

JANUARY 16, 2024

A handwritten signature in blue ink, appearing to read 'R. McDonald'.

Rande McDonald, MDEP

January 16, 2024

Date



01/18/2024

To: Town Of Lyman
Select Board
RFP: Waste Hauling
11 South Waterboro Road.

Subject: Letter of Recommendation

To Whom It May Concern,

We are happy to recommend Gino Breggia and Breggia Sanitation for your waste hauling needs. Breggia Sanitation has provided us with prompt and efficient dumpster services for over two years. We are confident you will find that compared to other waste haulers in the market, the quality of customer service and pricing is among the best in the region.

In addition, we have never experienced any interruption or delay in service over the last two years that we have used Breggia Sanitation. Having a reliable waste hauler to keep our sites clean and our projects on schedule is paramount to our success and Breggia Sanitation has consistently come through.

I strongly recommend Breggia Sanitation for all your waste hauling needs.

Please feel free to contact me for more information.

Yours Sincerely,

A handwritten signature in black ink that reads "Randy Scott". The signature is written in a cursive, slightly stylized font.

Randy Scott
Senior Vice President
Preconstruction/ Procurement
Business Development
Select Demolition Service
K-Town Disposal
Select Spray Systems
Office 603-893-5083
Cell 603-401-3092
E-Mail: rscott@selectdemoservices.com

MWHOSS CONSTRUCTION

*Kirk Mullen
MW Hoss Construction
597 Riverside St.
Portland, ME 04103*

01/18/2024

*Town of Lyman
Select Board
RFP: Waste Hauling
11 South Waterboro Road*

Subject: Letter of Recommendation

Dear Select Board,

We are happy to recommend Gino Breggia and Breggia Sanitation for your waste hauling needs. Breggia Sanitation has provided us with prompt and efficient dumpster services for over two years. We are confident you will find that compared to other waste haulers in the market, the quality of customer service and pricing is among the best in the region.

In addition, we have never experienced any interruption or delay in service over the last two years that we have used Breggia Sanitation. Having a reliable waste hauler to keep our sites clean and our projects on schedule is paramount to our success and Breggia Sanitation has consistently come through.

I strongly recommend Breggia Sanitation for all your waste hauling needs.

Please feel free to contact me for more information.

Yours Sincerely,



Kirk Mullen

*Anthony Requia
Managing Partner
Brush & Hammer Builders
417 US Route 1*

Falmouth, ME 0415

01/12/2024

*To: Town of Lyman
Select Board
RFP: Waste Hauling
11 South Waterboro Road*

Subject: Letter of Recommendation

Dear Select Board,

We are happy to recommend Gino Breggia and Breggia Sanitation for your waste hauling needs. Breggia Sanitation has provided us with prompt and efficient dumpster services for over two years. We are confident you will find that compared to other waste haulers in the market, the quality of customer service and pricing is among the best in the region.

In addition, we have never experienced any interruption or delay in service over the last two years that we have used Breggia Sanitation. Having a reliable waste hauler to keep our sites clean and our projects on schedule is paramount to our success and Breggia Sanitation has consistently come through.

I strongly recommend Breggia Sanitation for all your waste hauling needs.

Please feel free to contact me for more information.

Yours Sincerely,



Anthony Requia

anthony@brushandhammerbuilders.com

ITEM #5: (a.) Waste Hauling Contract

SERVICE AGREEMENT Refuse & Metal Hauling 2024 - 2027

THIS AGREEMENT is made this _____ day of _____, 2024 by and between the **INHABITANTS OF THE TOWN OF LYMAN**, a municipal corporation existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter “**TOWN**”) and _____ (hereinafter “**Contractor**”).

WITNESSETH

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

I. SCOPE OF SERVICES

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

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

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

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

The term of this agreement shall commence on March 5th, 2024 and shall be for a term of three (3) years, unless sooner terminated as provided herein. The Town holds the option to renew contract beyond the three (3) years upon mutual agreement between the parties. The Town holds the option to NOT renew for any reason. Each year of this agreement is subject to the appropriation by the annual Town Meeting. If the Town Meeting fails to authorize such funding during any year of this Agreement, the Agreement shall terminate and become null and void at the end of the last year for which funding has been authorized. The Town holds the option to NOT renew the contract on poor performance.

Required services to be performed shall be completed strictly according to the schedule set forth in paragraph VII. **CONTRACTOR’S** failure to adequately transport refuse and/or metals per this Agreement shall be cause for termination of this contract pursuant to Paragraph XIII.

III. INDEMNIFICATION

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

IV. INSURANCE

CONTRACTOR shall provide the following insurances

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

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

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

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

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

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

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

V. VEHICLES

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

VI. PERMITS AND LICENSES

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

VII. SERVICES AND EQUIPMENT PROVIDED BY CONTRACTOR

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

CONTRACTOR shall provide transportation service for a forty-five (45)-cubic yard container located at the Lyman Transfer Station to the ECO Maine facility located on Blueberry Road in Portland, Maine. **CONTRACTOR** shall provide such service within twenty-four (24) hours after receiving notice from the Town or its Transfer Station Attendant that the container is full. **CONTRACTOR** shall be responsible for providing a container as a "box swap" when it collects a full container from the Transfer Station. **CONTRACTOR** shall be responsible for emptying a full container at ECO Maine in accordance with all applicable rules and regulations of ECO Maine. **CONTRACTOR** shall be responsible for holding the empty container owned by the **TOWN** for utilization in the next following "box swap". The **CONTRACTOR's** vehicle driver who picks up the requested container will sign the weight sheets and get the weight attendant to sign the appropriate weight sheets to be turned in with the invoices submitted to the **TOWN**.

CONTRACTOR shall provide transport service for scrap metal container located at the Lyman Transfer Station to a preferred vendor agreed upon by the **TOWN**. The **CONTRACTOR** shall provide such service within twenty-four (24) hours after receiving notice from the Town or its Transfer Station Attendant that the container is full. **CONTRACTOR** shall provide for all transportation and removal of scrap metal container material, including delivery, use, and pickup of roll off container, from the Lyman Transfer Station.

CONTRACTOR shall take reasonable care when handling and transporting containers owned by the **TOWN** and shall reimburse the Town for damages of containers under this agreement, if the Transfer Station Manager or Select Board determines, in their sole discretion, that such damage could reasonably have been avoided by the **CONTRACTOR**.

CONTRACTOR shall provide the **TOWN** a minimum of three rental containers and additional containers upon request. All rental containers will be thirty (30)-yard open top, roll-off containers to be used for scrap metal, wood and furniture debris.

VIII. EQUIPMENT PROVIDED BY THE TOWN

The **TOWN** shall provide one (1) forty-five (45) cubic yard container to be utilized in a "box swap"

IX. CONTRACT PRICE

The **TOWN** shall pay to the **CONTRACTOR** \$ _____ (_____) for each “box swap”, including transport of container contents completed by the **CONTRACTOR** and \$ _____ (_____) per container rental per month.

The **CONTRACTOR** shall pay the Town \$ _____ per ton for metal hauling at the time material is received from the Lyman Transfer Station. Prices may fluctuate due to increases and decreases in the metal market. **CONTRACTOR** will notify the **TOWN** of any price change when it occurs and guarantee that the price will never go below \$ _____ per ton. The **TOWN** shall pay to the **CONTRACTOR** \$ _____ (_____) for transportation of metal disposal container contents and \$ _____ (_____) per month for container rental.

The **TOWN** shall pay to the **CONTRACTOR** any fuel surcharge amounts of \$ _____ per mile in the event fuel prices exceed \$ _____ per gallon.

X. PAYMENT

CONTRACTOR shall submit to the **TOWN** an invoice for services performed within fifteen (15) days after the last day of the month for which the invoice is due. Signed weight sheets shall be included with the invoice. The **TOWN** shall remit payment within thirty (30) days of its receipt of invoice.

Payment from the **CONTRACTOR** for metal disposal container contents shall be due to the **TOWN** within fifteen (15) days from the date of scrap metal pickup. When materials are transferred from the Lyman Transfer Station to the scrap metal vendor, the Lyman Transfer Station Weigh Attendant and the **CONTRACTOR** shall each sign the weight sheets. The weight sheets shall be submitted by the **CONTRACTOR** with payment to the **TOWN**.

XI. ASSIGNMENT

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

XII. DISPUTES

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

XIII. TERMINATION

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

XIV. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

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

XV. ENTIRE AGREEMENT: AMENDMENTS

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

XVI. NON-WAIVER

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

XVII. NOTICES

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

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

CONTRACTOR:

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

Ralph Blackington, Chair

Victoria Gavel

Thomas Hatch, Vice Chair

Amber Swett

Jessica Picard

Date

Contractor -

Witness

Position

Date

ITEM #5: (b.) RFP - Aerial Services

See public Hearing Notice for copies of Bids Submitted

ITEM #1: (a.)

RFP Aerial Imagery Services

Open Sealed Bids 2-5-2024

Awarded Bid - TBD

RFP's received

1. Eagle View

Submitted 2-2-2024

John Gannon

25 Methodist Hill Dr.

Rochester, NY 14623

(607)-742-8159

John.gannon@eagleview.com

www.eagleview.com

Year 1 (2024 – 2025)	\$12,804
Year 2 (2025 – 2026)	\$12,804
Year 3 (2026 – 2027)	\$12,804
<u>Additional Fees/ Services</u>	
Change Finder	\$0.43/parcel
Sketch Inspect	\$1.30/parcel

2. TCB Drones, LLC

Submitted 2-2-2024

Stephanie Rivers

3824 Cedar Springs Rd #746

Dallas, TX 75219

(214)-702-2559

info@TCBDrones.com

tcbdrones.com

Year 1 (2024 – 2025)	\$97,916.40
Year 2 (2025 – 2026)	\$108,708.07
Year 3 (2026 – 2027)	\$119,676.40
<u>Additional Fees/ Services</u>	
Disaster Response Program	\$775 / hours/person (drone included)

TOWN OF LYMAN

Select Board Code of Conduct

1. Purpose

This Code of Conduct is designed to describe the manner in which Select Board members should treat one another, Town employees, appointees, constituents, and others they come into contact with in representing the Town of Lyman. It reflects the work of the Lyman Select Board with defining more clearly the behavior, manners, rules of order, and courtesies that are suitable for various occasions. All members of the Select Board have equal votes, and all should be treated with equal respect. Board members shall demonstrate civility and respect at all times and shall not use their elected position for personal gain, for that of themselves or others, or for any conduct of a self-serving nature. The Select Board serve in their capacity as representatives of Lyman and shall endeavor to work for the benefit of the citizens and of the Town.

2. Board Meetings

Board Meetings will be held at the Town Hall unless otherwise designated by the Chair or Vice Chair. A suitable alternative location that meets the needs of public attendance will be designated as needed. All meetings are open to the public, except under such provisions of executive session Title 1 M.R.S.A §405 et seq.

Presiding Officer: The Chair shall be the presiding officer during Board meetings. In the absence of the Chair, the Vice Chair shall be the presiding officer. In the absence of the Chair and Vice Chair, the next senior Board member shall preside. For the purpose of this section, a senior Board member shall be defined as a Board member currently serving the longest, consecutive term of all other Board members present.

Agendas: will be prepared by the Town Manager and approved by the Chair or Vice Chair before being posted. All reports, communications, resolutions, documents or other matters to be submitted to the Board shall be delivered to the Town Manager's Office by Thursday before noon prior to the regular meeting for consideration at that meeting and following the approval of the Chair or Vice Chair. In matters of extenuating circumstances, where items not on the agenda are brought to the Board, then the Board shall have discretion by a majority vote to consider the item and the reason for the extenuation shall be recorded and documented in the minutes. No votes or decisions shall be taken on any items or topics not on the agenda and such items shall be tabled and placed on the next agenda for continued consideration.

Executive Sessions: The Board may only enter into executive session by a majority (3/5) vote of the Board. No orders, rules, resolutions, regulations, contracts, appointments, or other official action shall be finally approved during executive sessions. Any discussion of matters in executive session shall not be shared outside of the executive session.

3. Conduct of Public Meetings

Decorum and Order: All comments and questions shall be directed to the Chair or otherwise presiding officer of the meeting. A public member who wishes to address the board may do so during public comment or if called upon by the Chair or presiding officer.

The Chair or presiding officer has the right to prohibit public comment that is disorderly, inappropriate, offensive, disruptive, or threatening in any way. Any Select Board member has the right to call a point of order requesting the Chair or presiding officer to take corrective action of any disorderly conduct. Side conversations, whispering, or other distractions should be addressed by the Chair or presiding officer, to maintain order and limit disruptions.

Any persons who disrupt a Board meeting may be required to leave in order to permit orderly consideration of the matter for which the meeting was called. If the Chair or presiding officer requests any persons to leave and they do not do so, any member of the Board may call for an adjournment. In the event of an early adjournment, all remaining items not addressed will be tabled to the next meeting unless the Chair determines to hold an additional meeting sooner.

Matters pertaining to the day-to-day operations of the Town, that is not specifically on the agenda, should be redirected to the Town Manager. This is to help aid residents or any interested party in obtaining information being requested and limit time constraints on Board meetings.

Practice Civility and Professionalism in Discussions and Debate: Select Board members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings. They shall demonstrate effective problem-solving approaches to find common ground and seek compromise when disparate points of view are expressed.

Confidentiality of Executive Sessions: Select Board members must take care to preserve the confidentiality of information received or discussed in duly-called executive sessions. Information received or discussed in a duly-called executive session shall not be discussed with or communicated to members of the public, the press, or other persons (except Town employee(s) as needed in connection with the item concerned), unless disclosure is approved by a majority of the Select Board and is not prohibited by applicable Maine or federal law; or as may be required by court order, subpoena, or litigation discovery request.

4. Select Board Conduct with Town Employees

Developing Effective Working Relationships: Firsthand information obtained from random and carefully planned observation of Town activities can be useful in providing proper oversight of the Town's activities and responsibilities. However, too frequent involvement in Town administrative activities or overzealous pursuit of information can undermine the efficiency and effectiveness of the Town Manager and other properly appointed department heads and supervisors. Therefore, Select Board members shall not stop, disrupt or unduly preoccupy any Town employee in the proper conduct of their activities, nor shall Select Board members excessively occupy any Town employee's personal working space such that their presence interferes with the proper and efficient conduct of their duties.

The Board subscribes to the concept that effective working relationships between Board members and the Town Manager are based on a clear understanding of respective roles, responsibilities and an appreciation for the value of constructively working through differences. Both the Board and the Manager should additionally embrace the goal of working together as associates with a common purpose without stifling independent thinking.

To that end, Select Board members should adhere to the following:

- Treat all employees with mutual respect, demonstrate clear and honest communication, and promote professionalism among the workplace.
- Limit contact to specific personnel. Requests for follow-up or directions to employees should be made only through the Town Manager. When in doubt about what employee follow-up or directions are appropriate, Select Board members should ask the Town Manager for direction.
- Do not disrupt Town employees from their jobs. Select Board members should not disrupt Town employees while they are in meetings, on the phone, or when performing their respective functions in order to meet the needs of an individual Select Board member.
- Never publicly criticize a Town employee. Critical comments about an employee's performance should be made only to the Town Manager and in confidentiality.
- Demonstrate the same mutual respect and limited interference, as outlined for employees, for Volunteers serving on boards, committees, and commissions.

5. Select Board Conduct with the Public

Make no promises on behalf of the Select Board or the Town: Select Board members may be broached on topics or issues pertaining to Town Business as they meet and talk with constituents in the community. It is appropriate to give a brief overview of Town policy and to refer to the Town Manager for further information. It is inappropriate to overtly or implicitly promise Select Board action, or to promise Town employees will take specific action.

Potential Access of Written Notes, Voicemail/Text Messages, and e-mail: Freedom of Access laws describe public access to Town communications; written, voice, or electronic

communication. Any Select Board members' communications should recognize potential access and evaluate communication with an exception of public dialog.

It is important Select Board members know that any written, electronic or digital communication pertaining to Town business is public record under Maine law, if the communication is one that is stored in a retrievable form, regardless of the device used to send, receive or store the communication. Furthermore, all Select Board members are expected to adhere to all rules governing in accordance with the Maine State Archives Local Government Record Retention Schedules.

6. Response to Violations of Select Board Code of Conduct

Select Board members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Select Board. Serious infractions of the Code of Conduct could lead to other sanctions as deemed appropriate by the Select Board. Board members should point out to the offending Select Board member infractions of the Code of Conduct.

7. Amendment

These rules may be amended by a majority vote of the Board. An amendment must be submitted in writing at a preceding meeting and shall be placed on the next agenda under the order of new business.

This Select Board Code of Conduct was adopted by a majority of the Lyman Select Board on this ___ day of _____, 2024

Adopted:

Amended:

_____ Ralph "Rusty" Blackington - Chair

_____ Thomas Hatch – Vice Chair

_____ Jessica Picard

_____ Amber Swett

_____ Victoria Gavel

A Majority of the Board of Selectpersons

Lyman, Maine

ITEM #5: (e.) Bunganut Booth Repairs

Bunganut Booth Repairs

In the Fall the Booth at Bunganut Park was vandalized.

Insurance will cover the cost of repairs for \$4,393.59 with the Town paying a deductible of \$1,000. The cost of the deductible can come out of either account listed below:

Capital improvement Reserve Balance = \$116,305

Contingency Balance = \$2,500

Unless the Board would rather replace the booth entirely, insurance will not cover this expense. If the board chooses this route, funds would need to come from Capital Improvement.

2/5/24 : Discussion at Select Board meeting - Bunganut Park Committee was looking into getting something donated. It's possible to do a variance appeal if replacing the booth. No new updates at this time.

TOWN OF LYMAN



Employee Personnel Policy Handbook

TOWN OF LYMAN

Employee Personnel Policy Handbook

Table of Contents

SECTION 1: INTRODUCTION

1.1: Introduction and Purpose	1
1.2: Mission Statement	1
1.2: Municipal Code of Ethics	2

SECTION 2: EQUAL OPPORTUNITY EMPLOYMENT & INCLUSIVITY

2.1: Equal Opportunity Employment	2
2.2: American's with Disabilities Act	3
2.3: Pregnancy Worker's Fairness Act	3
2.4: Process for sections 2.2 and 2.3	3
2.5: Religious Accommodations	4
2.6: Immigration Law Compliance	5

SECTION 3: NON-DISCRIMINATION AND HARRASSMENT

3.1: Non-Bullying Policy	5
3.2: Harassment and Sexual Harassment	6
3.3: Unlawful Discrimination	8
3.4: Workplace Threats and Violence	8
3.5: Complaint Procedure	9
3.6: Whistle Blower's Protection Policy and Anti-Retaliation	10

SECTION 4: RECRUITMENT AND EMPLOYMENT

4.1: Recruitment Process	10
4.2: Nepotism and Workplace Romance	11

4.3: Employee Classification	12
4.4: Job Descriptions	14
4.5: New Employee Onboarding	15
4.6: Probation	15
4.7: Promotion	16
4.8: Performance Evaluation	16
4.9: Training	17
4.10: Compensation	17
4.11: Personnel File	18
4.12: Resignation	19
4.13: Layoffs	19

SECTION 5: DISCIPLINE AND DISPUTE RESOLUTION

5.1: Discipline	19
5.2: Grievance Procedure	21

SECTION 6: WORKPLACE GUIDELINES

6.1: Employee Conduct and Public Relations	23
6.2: Professional Appearance	24
6.3: Attendance and Punctuality	25
6.4: Confidentiality	25
6.5: Outside Employment	25
6.6: Political Activity	25
6.7: Conflict of Interest	26
6.8: Solicitation	27
6.9: Town Equipment and Materials	27
6.10: Cell Phone Use	28
6.11: Workplace Safety	29
6.12: Social Media Use	29

6.13: Technology – Acceptable Use Policy	29
6.14: Purchasing Policy	29
6.15: Inclement Weather and Emergency Closings.....	30
6.16: Drug and Alcohol Policy	30
6.17: Smoking.....	31

SECTION 7: PAYROLL AND WORK SCHEDULES

7.1: Payroll	31
7.2: Time Cards and Time Clock.....	32
7.3: Discretionary Time Off for Exempt Employees	32
7.4: Temporary Telecommuting (Remote) Policy.....	32
7.5: Pay at Separation	34

SECTION 8: BENEFITS

8.1: Health and Life Insurance.....	35
8.2: Dental and Vision Insurance.....	36
8.3: Income Protection Plan (IPP)	36
8.4: Retirement.....	36
8.5: Open Enrollment	37
8.6: Worker’s Compensation	37
8.7: Unemployment	38
8.8: Holidays	38
8.9: Paid Time Off (PTO)	38
8.10: Employee Recognition Program	40

SECTION 9: EMPLOYEE LEAVE

9.1: Personal days	40
9.2: Earned Paid Leave (EPL)	40
9.3: Extended Sick Leave.....	41
9.4: Leave for Victims of Domestic Abuse.....	42

9.5: Military Leave	42
9.6: Family Medical Leave	44
9.7: Maine Family Medical Leave	46
9.8: Parental Leave	46
9.9: Bereavement	47
9.10: Jury Duty.....	47
9.11: Life Threatening Illness	48
9.12: Absent Without Leave	48

SECTION 10: REIMBURSEMENT OF EXPENSES

10.1: Mileage Compensation Policy.....	48
10.2: Meals, Lodging, and Other Travel Expenses	49
10.3: Parking Fees and Tolls.....	49
10.4: Reimbursement Procedure.....	50

SECTION 11: MISCELLANEOUS

11.1: Freedom of Access Act Policy	50
11.2: Severability	50
11.3: Amendment	51
11.4: Definitions	51

SECTION 1: INTRODUCTION

1.1: Introduction and Purpose

Starting a new job is exciting, but at times can be overwhelming. This Personnel Policies and Procedures Handbook has been developed to help you get acquainted and answer many of your initial questions.

As an employee of the Town of Lyman, the importance of your contribution cannot be overstated. Our goal is to provide residents with the finest and most efficient service possible. You are an integral part of this process.

This Employee Personnel Policy Handbook is a resource to help you understand our organizational needs and expectations. Our business make up is service and we will strive to ensure we continue to provide citizens of Lyman with excellent services in the most efficient and effective manner possible. For this reason, it is important all persons conducting business on behalf of the Town, whether of an employee, board, committee, or volunteer status are expected to adhere to all Town policies and procedures.

This handbook includes policies and procedures for employee hiring and advancement, fringe benefits, retirement, employee leave policies, discipline and grievance processes, performance management, and other related policies. The policies in this handbook apply to all employees. These policies and procedures are not intended to and do not constitute a binding employment contract with any individual or group of employees. These policies and procedures are developed to provide reasonable assurances that all rights and benefits of employees and applicants for employment are protected and respected.

The rules, regulations, policies, and procedures in this handbook constitute the Town's Personnel Policy Handbook and they have been adopted for information and guidance and for use by the Town of Lyman Select Board, Town Manager (or Designee), Supervisor/Department Head, and Employees of the Town. The Town Manger (or Designee) is responsible for the administration of the provisions of this handbook and has the authority to take appropriate action in dealing with cases of violations of it.

In implementing this handbook, the Supervisor/Department Head of the Elements of Town Government, with approval of the Town Manager (or Designee), are authorized to generate and implement departmental rules and regulations supplemental to the policies in this manual. Such rules and regulations bear the same authority as the policies in this handbook.

1.2: Mission Statement

The Town of Lyman partners with our community members to deliver superior services in the most effectual manner possible. We respect members of the public, each other, and treat all with

courtesy and dignity. We rely on teamwork to provide a seamless experience for all customers. We uphold high standards in our personal, professional, and organizational conduct. We continuously strive to meet the needs of our residents through available resources by being flexible and promoting the use of innovation. We accept responsibility for our personal and organizational decisions and actions. We openly communicate with the public and each other by sharing information.

Our Expectations of Excellent Services

- Listening to your customers and team members
- Timeliness
- Effective communications
- Taking ownership
- Creating a positive, helpful, friendly environment
- Teamwork
- Going above and beyond to help customer with their needs

1.3: Municipal Code of Ethics

The Municipal Code of Ethics applies to all Town officials whether elected, appointed, volunteering, or an employee of the Town. It is the responsibility of all employees to review and become familiar with the ethics policy and abide by it. Refer to policy labelled “Municipal Code of Ethics”.

SECTION 2: EQUAL OPPORTUNITY EMPLOYMENT & INCLUSIVITY

2.1: Equal Opportunity Employment

The Town is committed to a policy of equal employment opportunity to all persons based on individual merit, competence, and need. As an Equal Opportunity Employer, the Town of Lyman shall employ, upgrade, and promote the best qualified candidates who fit the mission statement of the Town and who are available at the salary level established for the position, without discrimination as to race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin or ancestry, marital status, genetic information, protected veteran or military status, color, pregnancy, familial status, political affiliation, whistleblower activity, or any other status protected by law.

This policy applies to all terms and conditions of employment including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, benefits, and training.

2.2: Americans With Disabilities Act

The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA), as amended, and RSA 354-A. It is the Town's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, the Town will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Town aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Town.

The Town encourages individuals with disabilities to come forward and request reasonable accommodation. Employees with a disability who believe they need reasonable accommodation to perform the essential functions of their job should notify their Supervisor/ Department Head and Town Manager (or designee) as outlined in 2.4 of this section. The Town will maintain all medical information in a confidential manner in accordance with the ADA.

2.3: Pregnancy Worker's Fairness Act

The Town does not discriminate based on pregnancy or related conditions, including lactation and the need to express breast milk for a nursing child, unless the discrimination is based on a bona fide occupational qualification. The Town also does not discriminate based on sex, which can include pregnancy, childbirth, and the need for maternity leave, unless discrimination is based on a bona fide occupational qualification.

2.4: Process for Sections 2.2 and 2.3

Employees who have mental or physical disabilities, or pregnancy related medical conditions which may impact their ability to perform the essential functions of their job, shall notify their Supervisor/Department Head and the Town Manager (or Designee) to request an accommodation. Once a request has been made, the employee, Supervisor/Department Head and Town Manager (or Designee) will begin the following steps:

- The employee, Supervisor/Department Head, and Town Manager (or Designee) meet to discuss potential accommodation.
- The employee, Supervisor/Department Head, and Town Manager (or Designee)

review the essential functions of the job. It may be necessary to provide a job description or list of essential functions to the employee's medical provider to confirm the disability and the need for the accommodation.

- The employee, Supervisor/Department Head, and Town Manager (or Designee) will review options for potential accommodation and will work together to come up with ideas that are reasonable and that do not create an undue hardship for the employer (Town).
- In the event that a reasonable accommodation is determined, it will be documented and placed in the employee's medical file.
- The employee, Supervisor/Department Head, and Town Manager (or Designee) will continue to monitor the need for the accommodation to ensure there are not any issues or concerns by either party.
- If the employee rejects the proposed accommodation, the employee may appeal following the Town's grievance policy and procedure.

Any individual with a disability who believes he or she have been subject to discrimination based on disability may discuss the complaint with the Town Manager (or Designee). It is unlawful for the Town, its employees, contractors, or grantees to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.

2.5: Religious Accommodations

The Town of Lyman respects the religious beliefs and practices of all employees and will make, on request, accommodation for such observances when a reasonable accommodation is available that does not create undue hardship for the Town.

An employee whose religious beliefs or practices conflicts with their job, work schedule, or other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to their immediate Supervisor/Department Head and Town Manager (or Designee). The written request will include the type of religious conflict that exists and the employee's recommendation of accommodation.

The Supervisor/Department Head and Town Manager (Or Designee) will review the request and consider whether a conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on the Town.

The Supervisor/Department Head and Town Manager (or Designee) will meet with the employee and discuss the merits of the accommodation and conclusion of a decision. If the employee accepts the proposed religious accommodation, the Supervisor/ Department Head and Town Manager (or Designee) will implement the decision agreed upon. If the employee rejects the

proposed accommodation, the employee may appeal following the Town's grievance policy and procedure.

2.6: Immigration Law Compliance

The Town only employs United States citizens and Non United States citizens authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1968, it is against Town policy to discriminate in any aspect of employment of a person authorized to work in the United States based on the person's national origin, citizenship, or intent to become a U.S. citizen. In accordance with federal law, every prospective employee is required to provide to sign a verification attesting that he or she is legally employable in the United States. The Town retains copies of these documents submitted/signed by an employee. To the extent practical and appropriate, these documents will be kept confidential. However, on request, the Town is required to provide copies of these documents to the U.S Department of Labor and to the Immigration and Naturalization Service (INS).

Providing false documentation or making any false statement related to this verification shall be grounds for immediate discharge. And, if during the course of employment, the Town requests further information relating to an employee's authorization to work in the United States, the employee must furnish the information requested. Failure to cooperate in providing such information shall be grounds for discipline, up to and including termination.

SECTION 3: NON-DISCRIMINATION AND HARRASSMENT

3.1: Non-Bullying Policy

The purpose of this policy is to communicate to all employees, including elected officials, that the Town will not tolerate any instance of bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

The Town defines bullying as repeated inappropriate behavior, either verbal, physical, or otherwise, conducted by one or more persons against another or others at the place of work or in the course of employment. The Town will not tolerate bullying behavior. Employees have the right not to be bullied, harassed, or victimized and have the right to work in a safe environment free from hostility.

Examples of bullying include the following types of behavior:

Physical Bullying: Pushing, shoving, hitting, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.

Verbal Bullying: Making abusive or offensive remarks; persistent name calling that is hurtful, insulting, or humiliating; making defamatory statements, slandering, ridiculing, or maligning a person or the person's family; using the person as the butt of a joke.

Gesture Bullying: Non-verbal threatening body language or gestures; glances that convey threatening message.

Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

Additionally, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Shouting or raising voice at an individual in public or in private.
- Making threats of harm or intimidation whether verbal, non-verbal, or in writing.
- Persistent singling out of an individual
- Spreading rumor and gossip regarding individuals.
- Making verbal remarks or obscene gestures.
- Public humiliation in any form.
- Constant criticism of matters unrelated or minimally related to the person's job performance or job description.
- Blocking, cornering, or crowding a person to cause intimidation.
- Personal insults and use of offensive slander.
- Ignoring or interrupting an individual in meetings
- Public reprimands
- Encouraging others to disregard a supervisor's or designee's instructions.

Bullying is **NOT**: Expressing differences of opinions; offering constructive feedback, guidance, or advice about work-related behavior; or reasonable action taken by an employer or supervisor relating to the management and direction of employees or place of employment (i.e. managing an employee's performance, taking reasonable disciplinary actions, assigning work).

3.2: Harassment and Sexual Harassment

The Town of Lyman is committed to maintaining a work environment free from all forms of harassment and intimidation. Harassment is prohibited in connection with any employee activity including, but not limited to, relations with other employees, supervisors, prospective employees, clients, vendors, elected officials, appointees, or members of the public. Reports of harassment will be promptly investigated. Employees found in violation of this policy will be disciplined up to and including termination.

The Town expects that all relationships among persons in the work environment will be professional and conduct themselves in a business-like manner. The Town strictly prohibits and does not tolerate any type of harassment, sexual, or otherwise in the form of unwelcomed or unwarranted verbal, physical, or visual conduct of its employees based on the protected characteristics of race, religion, age, sex, physical or mental disability, sexual orientation (including gender identity and expression), national origin, genetic pre-disposition, color, political affiliation, whistleblower activity, or any other status protected by law.

Definitions of Sexual Harassment

Sexual Harassment: Unwelcomed and inappropriate sexual remarks, gestures, visual displays, or physical advances in the workplace or other professional situation.

Quid Pro Quo: Harassment that occurs when submission or rejection of such conduct is used as the basis for employment decisions affecting an individual, such as promotions in exchange for sexual favors, or an unfavorable change of duties in response to rejected sexual advances.

Hostile Work Environment: Unwelcomed sexual conduct which creates an intimidating, hostile, or offensive work environment, or interferes with an individual's work performance. Conduct which is not sexual in nature may still create a sexually hostile work environment if it is based on the victim's gender. Such instances may include physical or verbal abuse based on gender, exclusion or isolation of the individual, or tampering with belongings.

Definitions of Harassment

Behavior which is offensive and intrusive creating an intimidating, hostile, degrading, or humiliating environment towards an individual because of their race, religion, age, sex, color, gender identity or expression, sexual orientation, national origin, disability, marital status, citizenship, genetic information, or any other characteristic protected by law.

Sexual and other types of harassment may take many forms. Such forms may include, but are not limited to:

- Unwelcome sexual advances, gestures, comments, or contact.
- Offensive material including sexually explicit cartoons, pictures, drawings, videos, objects, or other communications including email, internet programs, blogs, or websites.
- Offensive or sexual jokes.
- Pinching, grabbing, sexual assault, or any physical contact of a sexual nature.
- Threats.
- Subjecting employees to ridicule, slurs, or derogatory actions.
- Basing employment decisions or practices on submission to such harassment
- Deliberate blocking of a person's path
- Non-verbal sexual behavior, such as staring or leering at a person's body.
- Use of derogatory stereotypes.
- Refusal to cooperate with employees in performing work-related tasks.

Unwelcome harassment of any kind need not occur in the workplace to be unlawful if the harassment activity creates a hostile or offensive work environment, the activity may constitute actionable harassment regardless of where it occurs.

3.3: Unlawful Discrimination

The Civil Rights Act of 1964 prevents discrimination in the workplace. Any discrimination based on a protected class is illegal with regard to race, religion, national, social, or ethnic origins, sex (including pregnancy). Age (over 40), physical, mental, or sensory disability. Sexual orientation, gender identity or expression, marital status, past or present military service, genetic information, familial status, whistleblower activity, and any other status protected by state and federal law. All such complaints will be addressed and if necessary, appropriate action will be taken.

Employees should report any discrimination immediately to their Supervisor/Department Head and Town Manager (or Designee) and are protected from retaliation in any form. All complaints of retaliation will be investigated promptly, and remedial action will be taken.

3.4: Workplace Threats and Violence

It is vitally important to the Town to protect the safety and security of employees and the public who conduct business in municipal buildings/facilities. Any threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Town property will not be tolerated. Violations of this policy will lead to disciplinary action up to and including termination, and if otherwise necessary, arrest and/or prosecution.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on Town Property shall be requested to leave immediately, and if warranted removed by law enforcement. The Town will investigate reported incidents and initiate an appropriate response, which may include, but is not limited to, suspension and/or termination of employment, and/or criminal prosecution of the person or persons involved.

No existing Town policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.

Employees are responsible for making a report regardless of the relationship between the individual who initiated the threat or threatening behavior. Even without an actual threat any behavior an employee has witnessed that they regard is job related or may be carried out on Town-owned property or is connected to Town employment should be reported. Employees shall file a report of the incident as soon they are reasonably able to and direct reports to the Town

Manger (or Designee). Reports shall include specific details of an event to be investigated. The report shall include such information as:

- Name of the individual making the threat or engaging in violent acts
- Relationship to organization and/or recipient
- Name of other persons involved including witnesses and victims.
- A brief description of the event including antecedents leading up to the incident.
- Any specific threats or language and/or physical acts of the incident

The Town of Lyman recognizes the sensitivity of the information and will exercise all procedures in a confidential manner and respect the privacy of reporting employees and any victims involved.

3.5: Complaint Procedure

The Town of Lyman respects employees' rights to a safe and professional work environment. An employee, whether being the recipient of bullying, harassment, sexual harassment, or discrimination, is witness to, or otherwise becomes aware of such misconduct that is prohibited by this policy is encouraged to file a report.

Internal complaints may be filed by contacting the Supervisor/Department Head and Town Manager (or Designee). It is the responsibility of the Town Manager (or Designee) to respond to complaints promptly, evaluate appropriate corrective action, and maintain confidentiality of all parties involved. Corrective action is required regardless of whether a complaint is made, or the conduct appears to be unwelcome. Even if the person providing information requests that no action be taken, the Town Manager (or Designee) must engage to actively prevent or stop inappropriate, unprofessional conduct in the workplace.

The Town will not tolerate discrimination, bullying, or harassment of any kind. Every effort will be made to resolve the complaint at the lowest level possible. If an investigation is warranted, it will be conducted promptly and with confidentiality, respecting the rights of the parties involved. All employees are required to cooperate fully in any investigation of alleged discrimination, bullying or harassment. Any report of alleged misconduct that is made in a knowingly false or frivolous manner is prohibited, will not be tolerated, and will be appropriately addressed should it occur, including possible disciplinary action.

If an employee believes they are being harassed or discriminated against, they have the right to file a complaint with the Human Rights Commission (MHRC) within six months of the unlawful act or unlawful discrimination. To file a charge or obtain more information on the procedure, contact the Commission at (207)-624-6290 or by mail at: Human Rights Commission 51 State Street Augusta, ME 04333-0051

3.6: Whistle Blower’s Protection Policy and Anti-Retaliation

The Town of Lyman encourages its employees to report illegal, unethical or violation of Town policies and procedures by municipal officers, or employees and protects Town employees who report improper government actions. Any employee who is aware of a violation of the law, or condition or practice that risks any person’s health and/or safety, is required to immediately report the circumstances to the Town Manager (or Designee). Employees must provide information about the issue and allow a reasonable time for it to be corrected. The employee will be requested to provide a detailed report in writing. The Town Manager (or Designee) will investigate the report promptly and act in a timely manner to take any necessary remedial action. Employees who report any violations are protected from retaliation from all other employees and supervisors. Violations of this policy may result in appropriate disciplinary action up to and including termination.

SECTION 4: RECRUITMENT AND EMPLOYMENT

4.1: Recruitment Process

It is the Town Manager’s (or Designee) duty to hire and appoint all employees of the Town pursuant to Section 4.3 of the Municipal Charter. The Town Manager’s office coordinates and oversees the recruitment, interview, and selection process. Within the limits of time in which a position is filled, there shall be as wide a search for qualified candidates as is practicable. The character of this search will vary from position to position but shall consist of an internal posting in Town departments, and may include external advertising, open competitive examination, contact with State and other employment offices, contact with special sources of information, or any combination. It shall be the duty of the Town Manager (or Designee) to seek out the most qualified employees for the Town based on relative knowledge, skills, abilities, overall performance and ability to aptly suit the Town’s Mission Statement. It is the Town Manager’s (or Designee) duty to keep the Board apprised of all vacancies and the status of filling those vacancies.

Municipal Officials may select deputies as authorized by State law, however, appointment of deputies must be approved by the Town Manager (Section 4.3 (c) of the Municipal Charter).

The recruitment process of the Town Manager is the responsibility of the Select Board as outlined in Article 4.1 of the Municipal Charter.

Employment Applications: All candidates are required to complete a Town of Lyman employment application regardless of whether supporting documentation is provided.

Applications for employment shall be submitted on forms provided by the Town. Applications are only accepted for positions in which a posted vacancy exists.

Conditional Offer of Employment: The Town Manager's office (or Designee) coordinates all conditional offers of employment. Conditional offers of employment are approved by the Town Manager (or Designee) and provided to the candidate in writing. The conditional offer of employment outlines the specific and applicable requirements, based on the nature of the job, which must be met in order for the person to be hired. Examples of conditions of hire may include the applicant's ability to pass a criminal records check or any other lawful pre-employment screenings. The cost of any conditions of employment is the responsibility of the Town.

Offer of Employment: Upon satisfactory completion of all conditions of employment, a written offer of employment is extended. After the offer of employment is signed and returned, the Town Manager (or Designee) will coordinate the on-boarding process with the appropriate Supervisor/Department Head.

The Town is committed to providing an equitable and competitive compensation package that will attract and retain well-qualified employees.

4.2: Nepotism and Workplace Romance

The Town of Lyman wants to ensure that employment practices do not create conflicts of interest or favoritism based on employment of relatives. This extends to practices that involve employee hiring, promotion, advancement, and transfer.

The employment of relatives in an organization may present a perceived or actual conflict of interest such as favoritism, personal conflicts, and potential conflicts from outside the work environment that are carried into the workplace.

For the purpose of this policy, a relative is defined as someone with whom there has been or is a significant personal relations, including, but not limited to, a spouse, domestic partner, cohabiter (romantic partner/significant other), parent, child, sibling, sibling in-law, parent in-law, grandparent, aunt, uncle, niece, or nephew who is related by blood, marriage, adoption or some other relationship, as further defined below:

Blood Relative: Someone who is related to you by birth rather than marriage or another relationship.

Spouse: A legally married person

Domestic Partnership: Legal declaration per public law 2003, c.672. Two unmarried adults who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Cohabiter: To live together as if married, usually without legal sanction.

This policy applies to all current employees and candidates for employment.

To that end,

- Relatives of those currently employed by the Town may be hired only if they will not be working directly for or supervising a relative. Under circumstances where there may be a conflict with this provision the Town Manager (or Designee) shall review such special circumstances and may waive such provision on a temporary basis.
- Current employees may not be promoted, advanced, or transferred into a position where they will be working directly for or supervising a relative.
- For the purpose of this section, a direct Supervisor/Department Head is defined as overseeing the daily performance of the employee and has the authority to recommend or exercise discipline, promotion, and rewards.

Workplace Romance

To avoid actual or potential conflicts, sexual harassment, and other adverse impacts on the work environment that may result from romantic and/or physical relationships within the workplace, the Town prohibits Supervisor/Department Head employees from becoming romantically or physically involved with employees directly under their supervision. In the event a Supervisor/Department Head develops a personal relationship with a subordinate in the course of employment with the Town, those employees shall immediately report to the Town Manager (or designee) who will take further action as necessary and appropriate under the circumstances. Supervisor/Department Head employees who violate this policy may be subject to disciplinary action. In the event that coworkers, neither of whom are in a supervisory role with one another, develop a personal relationship in the course of employment with the Town, the employees shall immediately report to the Town Manager (or designee).

4.3: Employee Classification

The Fair Labor Standards Act requires the classification of all employees according to the overtime provisions of the law. For purposes of paying any compensation, all employees are either “Exempt” or “Non-Exempt” from overtime compensation. All determinations of wage classification status are made through the job evaluation process. The Town Manager (or designee) is responsible for classifying all employees.

Exempt Employees: Are generally executives, managers, professionals, Department Heads, administrative or outside of sales staff who are exempt from minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the US Department of Labor.

Non-Exempt Employees: Are employees whose work is covered by the FLSA. They are *not* exempt from the law's requirement concerning minimum wage and overtime.

Employee Classification: It is the intent of the town to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time.

Employees of the following classifications are subject to all personnel policy rules and regulations, except where specifically excluded.

- A. **REGULAR FULL-TIME EMPLOYEE:** A regular full-time position is year-round in nature with no predetermined end date and scheduled to work no less than 32 hours per week on a continuing and indefinite basis. The employee is eligible to receive all employee benefits and rights as provided by this personnel policy.
- B. **REGULAR PART-TIME EMPLOYEE:** Regular part-time position is year-round in nature with no predetermined end date and scheduled to work at least 20 hours per week but less than 32 hours per week on a continuing and indefinite basis. An employee in this category may work more than 30 hours per week sporadically for a short duration under certain circumstances but may not work more than 130 hours in a 4-week period. Regular part-time employees who work 20 or more hours per week on a continual and indefinite basis are eligible to receive Earned Paid Leave (EPL), the Town's 457 (b) Retirement Plan per section 8.4, and paid holidays but only if the holiday falls on a day that the employee is regularly scheduled to work.
- C. **VARIABLE HOUR PART-TIME EMPLOYEE:** An employee in this category does not work a consistent schedule from week to week but is generally actively employed on a year-round basis. The employee usually works under 20 hours per week but may work over 20 hours per week sporadically and on occasion due to the nature of the work. Variable hour part-time employees are not eligible for Town benefits except those mandated by State or Federal law, nor do they accrue Paid Time Off (PTO), or received holiday pay. An example of variable hour part-time employees are: Planning Board members, Zoning Board of Appeals.
- D. **TEMPORARY SEASONAL EMPLOYEE:** An employee in this category works a standard work week or less on a regular basis but for a limited period of time, usually not to exceed six months. Temporary employees are paid for hours worked and receive no other benefits except those mandated by State or Federal law. Examples of temporary seasonal employees are: Summer laborers and Summer Camp Counselors.
- E. **PER DIEM EMPLOYEE:** An employee in this category works a variable and flexible schedule. Work hours vary from week to week depending on the department's needs and the availability of the employee. An employee of this type is not eligible for

Town benefits except those mandated by State or Federal law. Examples of per diem employees are: Election/Ballot Clerks.

Volunteers and Elected Officials

All volunteers and elected officials are expected to adhere to the Municipal Code of Ethics and the Town's Acceptable Use policy. While some appointees to boards, committees, and commissions may fall under an employee classification of this policy, all Board, Committee, and Commission members are expected to follow guidelines, procedures, and policies described in the Town's Boards and Committee Handbook in addition to all Town policies and procedures.

- A. **APPOINTEES TO BOARDS, COMMITTEES, AND COMMISSIONS:** People appointed to serve in positions on Boards, Committees, or Commissions where there is no compensation are not employees but volunteers providing service to the Lyman community. Recruitment of appointees to boards, committees, and commissions, whether classified as an employee or as a volunteer, is as outlined in the Recruitment and Appointment of Volunteers Policy and in accordance with Municipal Charter Section 5.1.2.
- B. **TOWN SELECT BOARD:** Members of the Town Select Board are officers of the municipal corporation and are not considered employees. Members of the Select Board are eligible for compensation as established by the Municipal Charter (Section 3.2).
- C. **ELECTED OFFICIALS:** All other Elected Official are not considered employees and are exempt from the personnel policy handbook and any benefits allotted herein. However, any elected official is strongly encouraged to adhere to anti-discrimination, harassment, non-bullying, workplace violence and other policies related to Town-owned assets, workplace conduct, and treatment of employees. The Town may take any necessary action against an elected official who violates any Town policy.

4.4: Job Descriptions

The Town Manager (or Designee) maintains job descriptions for all positions. Job descriptions are utilized in all postings and advertisements for job openings.

Job descriptions will contain the following information:

- Position details Title, department, exempt or non-exempt status, classification.
- Supervision received and exercised.
- Essential duties and responsibilities.
- Peripheral or Special duties (if applicable)
- Education and experience qualifications
- Knowledge, skills, and abilities qualifications.

-
- Physical requirements and work environment.

The Town Manager (Or Designee) will review job descriptions on a periodic basis and determine modifications. For employee positions that are under the supervision of a Supervisor/Department Head, the Town Manager (or Designee) may solicit recommendations from the Supervisor/Department Head. The Town Manager (or Designee) has final approval of all changes and revisions to job descriptions. The Select Board has final approval on all changes and revisions to the Town Manger's job description.

4.5: New Employee Onboarding

The Town Manager's office (or Designee) will oversee and coordinate with the employee to provide onboarding materials such as:

- Review of Employee Personnel Policies and Procedures, including all other policies outside of this policy handbook that are herein referenced under relevant sections.
- Review of employee's job description
- Review of Municipal Code of Ethics
- Review of the Town's Acceptable Use Policy
- Review of employee benefits and applications, tax withholding and I-9 forms
- Review of building access, security codes, and keys.
- Review of training programs available and applicable to the employee's position.
- Review of probationary period

4.6: Probation

All Regular Full-Time and Part-Time employees are considered probationary employees for the first six (6) months of employment unless otherwise provided for by law. During the probationary period, the Supervisor/Department Head or Town Manager (or Designee) shall conduct an evaluation at or before the completion of six months of employment. The purpose of the probationary period is for the Supervisor/Department Head or Town Manager (or Designee) to observe an employee's work habits, skills, attitudes, competency, and other pertinent characteristics for successful job performance. Any Regular Full-Time or Part-Time employee who receives a promotion or transfer may be required to serve another probationary period. The probationary period shall be considered an extension of the selection process.

During the probationary period, the Supervisor/Department Head may recommend to the Town Manager (or Designee) that an employee be removed if unable or unwilling to perform the duties of the position satisfactorily or whose work habits and dependability did not merit the continuance of services. Such removal will not be subject to review or appeal.

At the time of hiring, transfer, or promotion, the employee shall be advised of the probationary period.

Performance Appraisal Process for Probationary Employees During the probationary period, employees may receive written evaluation(s) at two months, four months, and six months of their employment (or any combination thereof as necessary). The Town Manager (or Designee) will review the evaluations. If applicable the Supervisor/Department Head will give a recommendation to the Town Manager (or Designee) regarding continuance of employment. The Town Manager (or Designee) shall conduct reviews of Department Head employees.

4.7: Promotion

Town employees shall be given the opportunity for advancement. Employees shall be given first consideration in filling a vacancy when qualified employees express an interest in the vacancy. Upon approval by the Town Manager (or Designee), an existing employee may fill a vacant position without posting the position for external advertising. Employees may not be promoted to a new position without loss of seniority, pay, or job grade to a vacant position. The Town Manager (or Designee) may authorize reclassifications and/or job title changes when appropriate outside of the normal selection process.

Current employees may be given training opportunities to qualify for promotions. However, based on qualifications, experience, and abilities required for the position, the vacancy may be filled by an outside applicant. Such a decision shall be made only after careful review of the qualifications of all Town employees who apply for the position.

4.8: Performance Evaluations

The Supervisor/Department Head shall be responsible for the implementation of employee performance evaluations. The Town Manager (or Designee) shall evaluate the performance of Supervisor/Department Heads.

The annual evaluation period is January 1 through December 31. Regular full-time and part-time employees are evaluated on an annual basis. The performance evaluation shall include a goal setting process for the upcoming calendar year.

Supervisors/Department Heads and the Town Manager (or Designee) should provide frequent and periodic feedback to the employee on job performance. To assist employees in improving their job performance, various tools such as training and implementing performance improvement plans may be utilized.

Written performance evaluations shall be completed at least annually around the same time through the months of December to January for full-time and part-time employees. Employee evaluations must be signed by the employee, Supervisor/Department Head, and Town Manager (or designee). An employee may attach a written statement within ten (10) calendar days after any evaluation given to be included in their personnel file.

All job-related employee performance evaluations are strictly confidential and shall only be between the Supervisor/Department Head, Town Manager (or Designee) and the employee. Unless in the event that disciplinary action and/or complaints are at the level of the Select Board and/or Fair Hearing Board, only then, will the Select Board and/or Fair Hearing Board have access to the employee's performance evaluations. Only individuals who have a job-related interest in reviewing an employee's performance evaluation shall have access to the document. (i.e. Supervisor/Department Head, Town Manger (or Designee)).

4.9: Training

Both the Town and its employees benefit from training opportunities reasonably related to the employee's current position. The outcome of training opportunities is to improve the quality of an employee's job performance, which in turn results in more efficient and effective operations. It shall be the responsibility of the Town Manager (or Designee) to provide Town employees with reasonable opportunities for in-service training and attendance at conferences.

Prior approval by the Supervisor/Department Head and Town Manager (or Designee) is required for the course/conference fee and any accommodation reasonably necessary. The approval is subject to available and approved funds in the budget, the relationship of the employee's position and training must be in the best interest of the Town. The Town Manger (or Designee) and Supervisor/Department Head shall authorize employee attendance at out-of-state conferences based on available funds and conditions determined by the Town Manager (or Designee).

4.10: Compensation

PAY DATES: Employees are paid bi-weekly, with the pay week from Thursday through Wednesday. Deductions are taken out each pay period, with insurance premiums deducted based on a two-pay month.

PAY RANGES: The Town Manager (or Designee) will prepare pay ranges for all employees in accordance with the approved budget. Each pay range will reflect knowledge, skills, abilities, and responsibilities and shall be related to compensation for comparable positions in other public and private employment. Individual rate changes or re-assignments must be approved by the Town Manager (or Designee) and signed by the employee. The Town Manager will advise the Board as needed and submit an updated list of pay rates/ranges to the Board as part of the annual budget process.

OVERTIME: Any time actually worked in excess of forty (40) hours in one work week shall be compensated by overtime pay at a rate of time and one-half, with the exception of Exempt Employee's.

ANNUAL ADJUSTMENT: Any salary or wage adjustment based on the Cost of Living Adjustment (COLA) will commence on July 1 of each respective year in accordance with the approved municipal budget. The Town Manager (or Designee) may recommend a COLA adjustment to the Board, subject to voter approval, taking into consideration the Town's staffing patterns, the relevant labor market, the rate of inflation, and adjustments to compensation packages. Due to budget constraints, economic downturns, or other circumstances and events, the Town Manager (or Designee) may choose not to recommend a COLA adjustment, nor guarantee that levels will remain the same. COLA is not a guaranteed rate and may be changed from the Town Manager's (or Designee) recommendation through the Budget process.

PERFORMANCE BASED MERIT PROGRAM: The Town Manger (or Designee) may each year at his or her discretion establish a performance based merit program in order to recognize the positive performance of employees. The program will be dependent on available funding. Merit raises will be awarded as determined in writing by the Town Manager (or Designee). Merit raises will be based on an employee's annual performance evaluation. Annual performance evaluations shall begin December of each year, during the budget process.

(Note: SB will need to determine if giving merit raises or not and how (ie: stipend, pay increase))

4.11: Personnel File

The Town Manager's office (or Designee) is responsible for maintaining a centralized personnel file for all employees. Supervisors/Department Heads are required to provide the Town Manger's office (or Designee) personnel paperwork provided by an employee. Access to an employee's personnel file are limited to the employee, the Town Manager (or Designee), Legal Counsel, and other personnel determined to have a legitimate need to know.

Employees may review their personnel file by forwarding a written request to the Town Manger's office (or Designee). Personnel files may not be removed from Town Property and are reviewed by the employee in the presence of the Town Manager (or designee). Upon written request, employees shall receive one copy of their personnel file at the cost to the Town per annum (M.R.S.A 26:7 ss 631). If the employee wishes for an additional copy during the calendar year, it will be at the expense of the employee.

The Town Manger's office (or Designee) maintains all personnel files for terminated employees as specified by State and Federal retention laws. Any request for information made under the Maine Freedom of Access Act shall be forwarded to the Town Manager (or Designee).

4.12: Resignation

Employees who are considering resignation from their position with the Town are encouraged to discuss the situation with the Town Manager (or Designee). An employee who chooses to resign is required to submit their resignation to the Town Manager (or Designee) in writing and provide at least ten (14) working days' notice. The Town Manager (or Designee) will meet with the employee to conduct an exit interview and discuss such matters as the final paycheck and benefits status.

Under certain circumstances and situations, the Town Manager (or Designee) has the authority to accept verbal resignations. Pay at separation procedure is as outlined in section 7.5 of this Personnel Policy Handbook

4.13: Layoffs

An employee may be laid off whenever is necessary because of a shortage of funds, lack of work, or other related reasons, which do not reflect discredit upon the employee. Layoff decisions shall be based on the needed skill set in each job classification. Seniority within the department may be considered as appropriate.

If the layoff is temporary in nature with the intention to re-employ an employee as soon as possible, coverage in Town sponsored benefits such as health, dental, and vision may continue for 90 days. However, retirement contributions ceases until such a time when the employee returns to regular full-time employment.

SECTION 5: DISCIPLINE AND DISPUTE RESOLUTION

5.1: Discipline

The Town shall base disciplinary actions or measures on a "just cause" basis. Under normal circumstances, the Town endorses a policy of progressive discipline to provide employees with notice of deficiencies and an opportunity to improve. All discipline, including verbal warning, must be documented appropriately and specify reason(s) and actions necessary for improvement. Supervisors/Department Heads and the Town Manager (or Designee) should inform the employee promptly and specifically of such lapses of employee conduct. The Town expects employees to comply with its standards of conduct and performance and to correct any noncompliance with these standards.

Types of Action Outlined below are the Town's progressive discipline procedures. The Town reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense.

1. Verbal warning
2. Written warning
3. Suspension
4. Termination

Verbal and Written Warnings: Identify each issue of discipline, as well as the appropriate corrective measures to be taken by the employee (including their time frame for completion) in order for the Town to consider each issue as resolved. Supervisors/Department Heads are responsible for communicating warnings after consultation with the Town Manager (or Designee).

Suspension of Employment: Is a period of paid or unpaid leave during which the employee is relieved of duty and will not be permitted at the job site or act in the capacity of their duties. This action is taken when performance, conduct, or safety incidents necessitate a review. When immediate action is necessary to ensure the safety of the employee or others, the Supervisor/Department Head shall immediately report to the Town Manager (or Designee). All suspensions are subject to approval from the Town Manager (or Designee).

Termination of employment: May be necessary in cases where corrective actions have failed to improve performance, obtain compliance with Town policies, and/or correct inappropriate conduct. Under no circumstances shall an employee be terminated without Town Manager (or Designee) approval. If immediate removal from the work site is necessary, the employee shall be suspended pending review.

This policy does not provide contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the Town and its employees. Any time the Town determines it is necessary, such as in the case of a major breach of policy or violation of law, the Town reserves the right to immediately proceed to appropriate action, up to and including termination.

Paid Administrative Leave

When the situation warrants, the Town may consider paid administrative leave, which is a non-disciplinary action that allows the Town to remove the employee from the workplace for reasons other than disciplinary issues, such as when an investigation is conducted or when there is a safety concern in the workplace. Notice of paid administrative leave shall provide the cause, time frame, and conditions for reinstatement. As previously stated, paid administrative leave is not considered to be in and of itself discipline.

Documentation

If a disciplinary action is taken, a copy of the decision regarding the action shall be filed in the employee's personnel file and a copy given to the employee. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents. The employee has the right to respond in writing and to have this response placed in the employee's personnel file but must do so within ten (10) calendar days of the date of the corrective action. Any disciplinary action that is removed must also have the employee's response removed at the same time. The employee may request that disciplinary action be removed from the personnel file:

- A. When all corrective action has been taken and a re-review of the disciplinary decision has shown significant improvement.
- B. The employee may request a re-review of the disciplinary decision after a period of five (5) years.
- C. Unless the disciplinary decision is termination, then the record(s) shall remain on file per State and Federal retentions laws.

5.2: Grievance Procedure

Grievances are disputes, claims, or complaints of issues relating to the employer-employee relationship. The procedures outlined below allow Town employees to receive a fair and unbiased review of workplace concerns. As outlined below, every effort must be made to reconcile disputes at the lowest level possible before any complaint or grievance is brought to a higher level. The Town Manager's office (or Designee) maintains records of grievances confidentially and securely. In the event of employee termination, after such termination has been made final by the Select Board, no grievance procedure under this policy shall apply.

- A. Informal Discussion: The employees' concerns should first be discussed with the Supervisor/Department Head or Town Manager (or Designee). Many concerns can be resolved informally when an employee and Supervisor/Department Head meet to review and discuss options to address the issue.
- B. Written Complaint:
 - I. If a grievance is not resolved after an informal discussion with the employee's Supervisor/Department Head, the employee may submit a written complaint within five (5) work days of the incident to the Town Manager (or Designee) to include:
 - A concise explanation of the grievance and details of all previous efforts to resolve the issue.
 - Detailed information including evidence of the issue, related policies, etc.
 - The remedy or outcome desired.

The Town Manager (or Designee) will have five (5) work days to respond to the employee in writing as to either the outcome or the next course of action.

II. If the grievance arises from an alleged act or omission on the part of the Town Manager, the employee may submit a written complaint within five (5) work days to the HR Liaison(s) of the Select Board to include:

- A concise explanation of the grievance and details of all previous efforts to resolve the issue.
- Detailed information including evidence of the issue, related policies, etc.
- A copy of the Town Manager's written response.
- Detailed information regarding the employee's dissatisfaction with the Town Manager's response

The HR Liaison(s) will evaluate the grievance and conduct a period of discovery to review any and all related details pertaining to the grievance and provide a written response within ten (10) work days of receipt of the appeal as to either the outcome or the next course of action.

C. Written Complaint to Select Board: In the event the employee is unsatisfied with the dispute resolution of the HR Liaison(s) the employee may file a written request, within fifteen (15) work days of receipt of appeal, to the Town Manager (or Designee) for a hearing with the Select Board. The Town Manager (or Designee) will promptly inform the Select Board. Upon receipt of the grievance, The Select Board will hold a hearing in executive session (unless otherwise agreed to, in writing, by all involved parties to waive their executive session rights) at their next regularly scheduled meeting that is no less than fifteen (15) work days and no more than twenty (20) work days to review the grievance and issue a decision. The decision of the Select Board shall be final. The written request must include details of the grievance as outlined below:

- A clear and concise statement of the facts giving rise to the grievance, including date, time and place of the alleged incident, if any, relating to the grievance, and characterizing each particular act or omission.
- A copy of any documents relating to the grievance (if any).
- A statement setting forth the remedy sought.

D. Fair Hearing Board: Before any complaint, grievance or concern is brought before the Fair Hearing Board, all other avenues, internal to Town Government, for addressing such matters must have been exhausted. The Fair Hearing Board shall moderate any pre-suspension or termination hearings of Town employees in accordance with Municipal Charter Section 5.2.1 (c) and to determine if due process was or was not applied to the grievances brought to the Fair Hearing Board, section 5.2.3.

The employee may submit a written appeal to the Town Manager (or Designee) who will promptly inform the Fair Hearing Board and shall act as liaison to the Fair Hearing Board to provide necessary documents pertaining to the grievance. The Fair Hearing Board will uphold confidentiality for all parties involved and conduct an unbiased review of the case in accordance with Municipal Charter section 5.2.3. The Fair Hearing Board will render a decision, within 15 work days of receipt of the written appeal, if due process was or was not applied in the disciplinary action process along with any necessary redial actions to be taken (section 5.2.3 (1)(2) Municipal Charter).

SECTION 6: WORKPLACE GUIDELINES

6.1 Employee Conduct and Public Relations

In order for the Town, Officials, and Employees to maintain a positive relationship with the public they serve, we must abide by policies and procedures that will protect the public and fortify public trust and the trust we place in ourselves and our co-workers. All Town employees must avoid any conduct that might result in or create the impression of using public employment for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting Town business. Employees must always act in the best interest of the Town.

Town employees shall cooperate with the public and uphold standards of efficiency, professionalism, and economy in their work. All departments shall promote teamwork and collaborate efforts in response to public inquiries, ensuring our taxpayers are entitled to the best services we can provide them. Conduct that interferes with the Town's operations, brings discredit on the Town, or is offensive to residents or fellow employees will not be tolerated.

Cooperation, responsiveness, and courtesy are fundamental elements of good service. In efforts to provide meaningful services to Town residents, employees are expected to:

- Give full and productive work to the best of their abilities and skills.
- Demonstrate a constructive, friendly, and positive attitude towards residents, co-workers, visitors, or any other affiliates with the Town.
- Be prompt and timely in responses to public inquiries.
- Respect and follow the policies, guidelines, and procedures of the Town.
- Comply with all Federal, State, and local laws and regulations.

While it's not possible to outline every potential violation, below is a non-exclusive list of types of conduct, which may give rise to discipline for any reason, even if not set forth in the following standards. Examples listed below are illustrative of prohibitive behavior and are not intended to be all-inclusive. Please direct questions about this section to the Town Manger (or designee).

-
- Being at work while under influence of illegal drugs or alcohol.
 - Possession, distribution, sale, transfer, or use of illegal drugs or alcohol in the workplace while on duty or while operating Town owned vehicles and equipment.
 - Operating equipment or performing duties in an unsafe manner.
 - Fighting or provoking a fight on Town property.
 - Theft of any Town property, materials, equipment, supplies, or other items under ownership of or deemed an asset of the Town.
 - Indecent or immoral personal conduct, including the use of profanity or abusive language, displaying offensive pictures, screen savers, etc.
 - Threatening, coercing, intimidating or interfering in any way with the work or safety of other employees or residents
 - Displaying or holding pornography either by printed or electronic media
 - Falsification of timekeeping records
 - Excessive absenteeism or any absence without notice
 - Failure to give complete and accurate information on any forms of other Town documents where data is required or requested of the employee
 - Making false or malicious statements about the Town, or any of its employees or residents
 - Engaging in gambling or other illegal activities on Town property at any time
 - Disclosing confidential information about Town employees or residents
 - Criminal activity
 - Insubordination

6.2: Professional Appearance

Employees are representatives of the Town and expected to have professional conduct and project a positive image. Professional attire is expected of all employees consistent with the work location and nature of work. Employees are asked to use good judgement and present themselves at all times in a manner that best represents the Town. Departments may elect to establish different standards based on job roles, safety, or OSHA requirements.

When determining whether or not attire is appropriate, employees should consider:

- What types of job duties are required in the performance of their roles.
- General location where performance of job duties is carried out.
- With whom an employee is interacting with when transacting Town business.
- Personal safety consideration.

Additionally, employees are expected to come to work in clothing that is neat, clean, in good repair and is free from slogans or symbols that may be offensive to co-workers, the general

public and others with whom they do business. Employees must also exercise discretion with regard to safety when specific job functions present different standards in the work environment.

6.3: Attendance and Punctuality

In order to provide effective services to Lyman citizens, it's important for employees to be regular and punctual in attendance. Employees are expected to report to their designated work location based on their regular work schedule. In the event an employee cannot report to work as scheduled, the employee shall notify their immediate supervisor within thirty (30) minutes of the time that employee was scheduled to work.

Tardiness, unexpected absences, or failure to report as required may result in disciplinary action. If an employee is absent for more than three (3) days due to illness or injury, they may be required to provide a medical statement from their doctor indicating the reason for the absence. Employees may also be required to produce a statement from their doctor assuring they are fit for duty to return from an absence. A physician's statement or fitness for duty certificate may be required where absence is continuous for a period of several working days and after surgery or accident, regardless of the length of absence. Failing to report an absence properly or excessive absences or lateness, even when reported may be grounds for disciplinary action up to and including termination.

6.4: Confidentiality

During the course of their duties, employees of the Town are often privy to information about individuals, which is sensitive and will be kept confidential. Examples include, but are not limited to, labor relations, General Assistance, and personnel actions. Employees are expected to respect the confidential nature of such information. Violations may be grounds for disciplinary action up to and including termination.

6.5: Outside Employment

Town employees may engage in outside employment; however, no employee may engage in outside employment which in any manner interferes with the performance of the duties of their position, or results in a conflict of interest. Employees must inform their Department Head/Supervisor and Town Manager of their outside employment.

6.6: Political Activities

Except as otherwise provided by law, no person who is an employee of the Town shall be eligible to hold any elective office in the Town Government.

While in the employment of the Town, an employee shall not:

- Engage in political activity while on duty;
- Use the influence of his or her employment capacity for or against any candidate for any County, State, Federal, or Town elective office (i.e: Select Board, Budget Committee, or School Board);
- Use Town facilities, equipment, materials, or supplies to communicate, organize, assist, or advocate for or against any candidate for any County, State, Federal, or Town elective office, or for or against a political cause, regardless of whether he or she is on or off duty.

For the purposes of this section, political activity means to advocate expressly for or against any candidate for any County, State, Federal, or Town elective office; to circulate nomination papers, petitions, or campaign literature for any County, State, Federal, or Town elective office; to advocate expressly for or against a political cause; and/or to knowingly give, solicit, accept, or receive a political contribution for any candidate for any County, State, Federal, or Town elective office or for a political cause.

This provision is not to be construed to prevent Town employees from carrying out the duties and responsibilities of an employee's position; from becoming, or continuing to be, members of any political organization; from attending political organization meetings from donating personal time, service, or resources to a political cause or candidate for any office; from expressing their views on political matters; or from voting with complete freedom in any election.

6.7: Conflict of Interest

Town employees are expected to treat everyone they serve with complete impartiality and are prohibited from using their official position for personal gain. Employees will not have any material financial interests in any private or professional activity that will be in conflict with their job responsibilities and will not represent private interests that are in conflict with the Town's interest.

Employees shall treat all citizens and others doing business with the Town with courtesy and respect and will not grant any citizens any favor, benefit, or special privileges beyond what is provided to all citizens. Employees will place public interests above individual, group and special interests.

Employees shall keep confidential any information not available to citizens that becomes known to them by virtue of their position with the Town. Matters of personnel, including recruitment, selection, or promotion shall be handled on the basis of qualification, ability, and merit.

Employees must disclose to the Town Manager (or Designee) the nature and extent of any financial or personal interest in any Town contract, agreement, purchase of goods or services, or projects. The Town Manager (or Designee) will review such disclosures of conflicts of interest and determine appropriate practices to maintain partiality.

6.8: Solicitation

The Town of Lyman prohibits solicitation, distribution, and posting of materials on or at Town property by Town employees, except as may be permitted by this policy. The sole exception to this policy is charitable and community activities sponsored by the Town and Town-sponsored programs related to the Town's services.

Employees may not solicit other employees during work times, except in connection with Town approved or Town-sponsored events. Employees may not distribute literature of any kind during work times, or in any work areas, except in announcements in connection with Town-sponsored events. The posting of materials or electronic announcements are permitted with approval from the Town Manager (or Designee).

6.9: Town Equipment and Materials

All Town-owned equipment, vehicles, tools, materials and supplies are the property of the Town of Lyman. The following shall govern the personal use by employees of Town-owned equipment (including computers, laptops, and cell phones) or supplies.

- I. Town equipment (including computers, laptops, and cell phones) or supplies will not be used by an employee in the conduct of private business activities, for compensation, or profit.
- II. Town equipment that is issued to an employee for purposes related to their job functions (i.e. laptop, cell phone, devices designated for out of office use) will not be used for an employee's personal use or the personal use of another.
- III. Town equipment, that is otherwise not issued for out of office use, will not be removed from Town premises for an employee's personal use or the personal use of another.
- IV. Employees are expected to follow the Town's Acceptable Use Policy.
- V. The Town's letterhead will not be used for personal correspondence or in personal business correspondence.
- VI. With approval of the Town Manager (or designee), an employee may use Town equipment such as computers, photocopy machines, or faxes occasionally for personal tasks, so long as these tasks are performed on the employees own time and cost of supplies will be reimbursed to the Town for any supplies consumed in their personal use of Town equipment. Employees are responsible for any damage to Town equipment occurring during personal use thereof.

Additionally, employees may have access to heavy equipment, such as vehicles, loaders, tractors, or other types of machinery to perform essential functions of their job. Employees are expected to adhere to all workplace safety policies and procedures. Supervisors/Department Heads may employ stricter practices and determine who may operate Town-owned heavy equipment within their department.

Smoking and smokeless tobacco are not permitted in any Town-owned vehicles or heavy equipment.

All employees must use seat belts while in Town-owned vehicles or heavy equipment, either as an operator or a passenger. This policy also applies when an employee is using his or her own personal vehicle for Town business.

Any employee that is operating Town-owned vehicles or heavy equipment will not use any cellular device or any other type of electronic device that impairs or distracts the employee from the safe operation of vehicle equipment.

Employees in violation of any section of this policy may receive disciplinary action up to and including termination.

6.10: Cell Phone Use

The Town allows employees to bring personal cell phones to work, however, use of personal cell phones is expected to be kept at a minimum for calls and text messages. Urgent calls to/from family members or for emergency matters can be made/received and should be kept brief. While occasional phone calls are acceptable, frequent or lengthy personal calls and texts can be disruptive and non-productive and not in the best interest of the Town. For this reason, it is expected that employees make or receive personal phone calls and text messages during non-work time as much as practicable.

When sending text messages for Town business-related matters, employees are expected to use discretion and good judgement. As with email and other documents related to Town business, text messages made on Town-owned and personal cellular phones are subject to Maine's Freedom of Access Act (FOAA). Sending text messages of a confidential or inappropriate nature should be avoided.

Employees who willfully violate this policy are subject to progressive disciplinary action for disruptive, excessive use, or continuous non-compliance, to include having cellular phone privileges revoked during work hours.

6.11: Workplace Safety

The Town of Lyman strives to provide a safe work environment for all employees and the general public conducting business in Town facilities. All employees have a responsibility in keeping the workplace safe, healthy, and productive, and to provide safe and efficient services to the public. Supervisors/Department Heads are responsible for ensuring worksites and office areas are free from recognized job hazards and performance of job duties is done in a safe manner.

The Town's goal is to minimize hazards such as human injury, property loss, or fire. All employees must report all accidents or injuries immediately to their supervisor and/or Town Manager (or Designee). Employees shall exercise caution when operating machinery. Horseplay, practical jokes, or shortcuts that jeopardize the safety of others will not be tolerated and will result in disciplinary action up to and including termination.

Employees should report unsafe working conditions to their Supervisor/Department Head and Town Manager (or Designee).

Despite employees' best efforts in maintaining a safe work environment, workplace injuries may occur. In the event of a workplace injury, employees are required to follow procedures as outlined in section 8.6 of this Personnel Policy Handbook.

6.12: Social Media Policy

All employees are expected to follow the Social Media Policy which has been established as a separate policy titled "Communications and Social Media Policy" as well as relevant social media sections of the "Acceptable Use Policy"

6.13: Technology – Acceptable Use Policy

Technology resources, computer information systems, and networks are an integral part of the business of the Town. The Town provides technology resources to employees to support them in accomplishing their work-related tasks. Employees are expected to review the Town's Acceptable Use Policy upon employment and annually.

6.14: Purchasing Procedures, See Policy

All employees are expected to follow policy and procedures as outlined in the "Town of Lyman Purchasing Procedures" which has been established as a separate policy.

6.14: Inclement Weather and Emergency Closings

Certain emergencies may require closure of municipal facilities in order to provide appropriate emergency response and/or maintain the safety of employees and the public. Those emergencies may include, but are not limited to, major medical crisis, public health or safety threats, fires, serious workplace injuries, vehicular and pedestrian accidents. The Town Manager (or Designee) shall have discretion to close the municipal facility for such emergencies. Employees will be paid for the remainder of their scheduled shift from the time of the official closing. In the event the emergency occurs before the Town office opens, employees will be notified of the closure as soon as is reasonable. While the Town will always make every effort to keep municipal facilities open to continue public services, if an employee feels their safety is at risk by remaining at work, the employee may use available accrued time off to remain at/return home.

During periods of inclement weather, the Town Manager (or Designee) may decide to close the Town Office. Employees will be paid for the remainder of their scheduled shift from the time of the official closing. In the event the Town office remains open during inclement weather an employee may use available accrued paid time off if they are unable to arrive at work.

6.15: Drug and Alcohol Policy

The Town of Lyman strongly believes in a safe environment free from substance misuse for all employees and members of the public conducting business with the Town. Employees are expected to report for work and perform their duties in a manner that does not jeopardize the health, safety, and well-being of co-workers and the public.

No employee of the Town shall possess, dispense, distribute, store, use, or be under the influence of any alcoholic beverage, malt beverage, fortified wine, intoxicating liquor, illegal drugs, intoxicants, controlled substances, or other useable substances during working hours, including rest breaks and meal breaks.

Employees shall not smoke, ingest, possess, distribute, or be under the influence of tetrahydrocannabinol (THC) or psychoactive cannabis products in the workplace, or at any time during which the employee is working, expected to work, and/or is on duty. The prohibitions of this paragraph apply to all cannabis usage, medicinal and recreational, whether or not lawful under Maine law.

As provided in the Drug-Free Workplace Act of 1988, employees are required to notify the Town Manager (or Designee) of a criminal or civil conviction for drug violation occurring in the workplace no later than five (5) calendar days after such conviction. The Town Manager (or Designee) will:

-
- Take appropriate personnel action against such employee up to and including termination; and/or
 - Require the employee to satisfactorily participate in a substance use disorder treatment or rehabilitation program.

6.16: Smoking

Smoking of tobacco products is prohibited in any buildings/facilities owned by the Town. Employees are allowed to use tobacco products during their break times but must be outside of a building, away from any public entrances or within a designated smoking area and should not interfere with any person conducting business with the Town. No litter associated with tobacco may be discarded on or in Town property.

SECTION 7: PAYROLL AND WORK SCHEDULES

7.1: Payroll

Payroll payments are made on a bi-weekly basis, outlined in 4.10 of this personnel handbook, to every employee for salary or wages earned. Pay days are on every other Wednesday, with direct deposit commencing on said day.

Direct Deposit: The Town requires employees to use direct deposit for payroll to the financial institute of their choice. The Town does not make payroll advances to its employees, nor does the Town make loans to employees.

Overcompensation - Pursuant to State Statute Title 26 §635: In the event of overcompensation, the Town will not withhold more than 5% of the net amount during subsequent pay periods without the employee's written permission, except under the circumstance of the employee voluntarily terminating employment, the Town will deduct the full amount of overcompensation from any wages due. The town may not exceed the amount of overcompensation paid to the employee in the three years preceding the date of discovery of overcompensation. The Town may deduct more than 5% of net pay if:

- The employee agrees in writing;
- The employee voluntarily quits, or
- The employee "knowingly accepts" the overcompensation

For the purpose of this section, *net amount*, means the amount of money due an employee as compensation after any deductions or withholdings other than the Town's withholdings for the purpose of recovering any overcompensation.

Tax Withholding Forms: The Town follows IRS guidelines and rules for tax withholding forms (Federal W-4 and Maine Withholding). Employees may amend their tax withholding forms and it will be the employee's responsibility to determine and elect the appropriate tax withholding from wages. Tax withholding forms are available from the Treasurer.

7.2: Time Cards and Time Clock.

The Town is required to keep records of hours worked by its non-exempt employees. Non-exempt employees will record their work hours by using a time clock system. In the event the time clock system is not in function, non-exempt employees will record their work hours in writing and report the record to the Treasurer (or Designee) for processing payroll.

7.3: Discretionary Time Off for Exempt Employees

Fair Labor Standards Act (FLSA) Exempt employees are required to work outside the normal schedule of working or office hours and are compensated on the basis of accomplishing the tasks demanded of the position without regard for specific number of hours worked. Exempt employees are not eligible for overtime pay or compensatory time.

Exempt employees may take occasional discretionary time off without applying paid time off accruals for such time off taken when:

- A. It does not interfere with department operations, or the operations of other departments.
- B. With prior approval by the Supervisor/Department Head or Town Manager (or Designee)

7.4: Temporary Telecommuting (Remote) Policy

Employees may on occasion need to conduct their work by Telecommuting/ Remote work methods, such as when an employee works any hours from a location other than Town facilities. Telework arrangements can provide a mutually beneficial option for both the Town and its employees. Employees are expected to be responsible in their conduct of remote work and ensure that work goals can be met.

The Town Manager (or Designee) will determine which positions are most suitable for temporary remote work options and shall make their determination based on the Town's needs and the positions' responsibilities. Not all jobs can be performed from off-site locations.

Positions requiring face-to-face interaction with customers and office personnel may not be suitable for telecommuting.

At the discretion of the Town Manager (or Designee) the eligibility of telecommuting/ remote work options of an employee may be revoked. Notice of revocation shall be given as far in advance as possible but is not required. Reasons for revocation may include, but is not limited to, failure to follow applicable policies and procedures, changes in job responsibilities, limited or significantly decreased necessity, and any other reason as determined by the Town Manager (or Designee).

Employees must be able to carry out the same duties, assignments, and other work obligations when working remotely as they would when working on Town premises. Candidates for temporary telecommuting arrangements must demonstrate good time-management and organizational skills, be self-motivated and self-reliant. Employees are expected to demonstrate professional conduct when engaging in remote meetings, webinars, trainings, etc.

As a general rule, the Town will not be responsible for costs associated with the setup of an employee's remote workspace, such as remodeling, furniture, or lighting, nor for repairs or modifications to the remote workspace. However, if the employee is in need of a reasonable accommodation in accordance with the American's with Disabilities Act (ADA), an employee shall follow the process as outlined in section 2.4 of this Personnel Policy Handbook.

Town Records: During remote work, employees shall be required to maintain all work product and records in a manner consistent with the Town's standard record keeping practices and in full compliance with the Maine Freedom of Access Act and Records Retention Rules established by the Maine State Archivist. Employees shall not delete or destroy any records that are otherwise required to be maintained by the Town per these laws and rules. It shall be the responsibility of the employee to ensure he or she can satisfy these record keeping requirements while working remotely.

Emergency Telecommuting/ Remote work: In the event of an emergency such as inclement weather, emergency closures or pandemic, the Town Manager (or Designee) may allow or require employees eligible for remote work to temporary work from home to ensure continuity in business and productivity. Employees are required to follow any and all guidelines provided by related policies and procedures.

Determining equipment needs for each employee will be on a case-by-case basis. Any employee with accessibility to perform remote work is expected to follow and adhere to the Town's Acceptable Use Policy. Employees are expected to use any assigned Town-owned equipment for Town business purposes only. Employees must keep equipment safe and avoid any misuse. Additionally, other sections including 6.9 of this Personnel Policy Handbook shall apply.

Violations of this policy or any other related policies and procedures shall be grounds for disciplinary action up to and including termination.

7.5: Pay at Separation

(Note: Decide if we will pay out 100%, or set parameters, or pay none at all. See section 8.9 for PTO accruals, also added was a cap on the roll over amount for PTO which may help keep the accruals down for determining how much to pay out.) Outline below is with parameters set for pay out just as a middle ground sample between 0, Some, and 100%.

Upon retirement or separation in good standing from the Town, an employee will receive a percentage of their accumulated Paid Time Off accruals (PTO) or Earned Paid Leave accruals (EPL), whichever applies, as separation pay in their final paycheck. “Good standing” shall mean fourteen (14) days notice to the Town in advance of the employees last actual day worked, in the case of proper resignation (section 4.12 of this Personnel Policy Handbook), valid retirement, or separation of the employee from the Town service for other than cause. The percentage amount is determined by the following:

- A. Upon retirement or separation in good standing, an employee who has completed one full year of employment, whether full-time or part-time, and up to ten (10) consecutive years from the date of hire, shall receive 35% of their accumulated PTO or EPL accruals in their final paycheck.
- B. Upon retirement or separation in good standing, after ten (10) years of continuous full-time or part-time employment, the employee shall receive 50% of their accumulated PTO or EPL accruals in their final paycheck.
- C. Upon retirement or separation in good standing, after twenty (20) years of continuous full-time or part-time employment, the employee shall receive 70% of their accumulated PTO or EPL accruals in their final paycheck.
- D. If an employee dies, 100% of their accumulated PTO or EPL accruals will be paid to the estate of the decedent unless otherwise directed by a probate court.

(note: In other policies the above applies to accrued Sick Time and Vacation time is paid out 100% regardless of term of employment. Lyman does not separate vacation and combines all types of time off as PTO)

SECTION 8: BENEFITS

8.1: Health and Life Insurance

Health Insurance Benefits: The Town will provide a Maine Municipal Association (MMA) group insurance plan, which provides Maine Municipal Employees' Health Trust medical coverage. The Town's MMA Employees' Health Trust coverage and level of service shall be established by the Select Board during the budgeting process. Currently the Town offers a POS C with a 100% employer share for a Single Plan and will pay 70% of the difference of a single plan and that of a family two-person, or employee and child(ren) plan.

Regular Full-Time employees and their families are eligible to participate. An employee must apply for coverage during open enrollment. The Town does not automatically enroll employees under any coverage plans. Employees are responsible for applying for any changes in coverage during the open enrollment period. Coverage will begin the first month following the employees' hire date.

Insurance Opt-Out: Any Regular Full-Time employee who does not elect to receive health insurance benefits and can demonstrate they have eligible insurance coverage, shall be eligible to receive 50% of the equivalence to a single plan, biweekly through payroll.

Life Insurance Benefits: All Regular Full-Time employees of the Town are eligible for basic life insurance equal to one year of their annual salary as provided by State Statute and established by the Select Board. Upon the first month after the employee's hire date, coverage shall be automatically applied. If an employee does not participate in the Town's health insurance coverage, they will also receive the Town's life insurance benefits unless the employee refuses life insurance coverage in writing.

Supplemental Life Insurance Coverage: Above what the Town will cover for basic life insurance Regular Full-Time employees of the Town are eligible to opt in to supplemental Life Insurance coverage at the cost to the employee. Available Supplemental Life Insurance Coverage is as outlined below:

- Life Insurance equal to two (2) years of an employee's annual salary where the Town will cover the cost of one year and the employee will cover the cost of the additional second year.
- Life Insurance equal to three (3) years of an employee's annual salary where the Town will cover the cost of one year and the employee will cover the cost of the additional two years. The insurance company may request access to an employees' medical information for this option.

-
- Dependent Life Insurance is offered to all employees at 100% cost to the employee.

For any employee that is not eligible to receive the above benefits, they shall have the option to opt into any benefit provided by the Town at 100% cost to the employee.

8.2: Dental and Vision Insurance

The Town will provide 100% employer share of a single plan for dental insurance for Regular Full-Time employees. Any employee that is not eligible for the single plan for dental, the employee may opt in for this benefit at 100% cost to the employee. For additional supplemental or family dental plans, any employee may elect to opt in at 100% cost to the employee.

Vision insurance is provided to any employee at 100% cost to the employee.

8.3: Income Protection Plan (IPP)

The Town offers Income Protection Plans to Regular Full-Time and Regular Part-Time employees to help cover the employee in the event of serious injury or illness where the employee must take an extended leave. Eligible employees can elect to opt in to one of three plan options;

- Income protection up to 40% of the employees weekly salary
- Income protection up to 55% of the employees weekly salary
- Income protection up to 70% of the employees weekly salary

8.4: Retirement

All Regular Full-Time employees may elect to participate in Town sponsored retirement programs. The Town will only provide employer contributions to a single plan for each eligible employee. The Town currently offers eligible employees the option of a Maine Public employees Retirement System (MainePERS) plan or a Mission Square 457 (b) Retirement plan. All Regular Part-Time employees may participate in the 457 (b) Retirement plan and the Town will provide contributions as list out under section B, below:

- A. MainePERS: New employees must elect whether to participate in the MainePERS within two (2) weeks of their date of hire. Under federal law, an employee elected in MainePERS will not be able to leave the MainePERS plan for the duration of their employment with the Town. If an employee declines to join MainePERS, they will not be able to later elect to join MainePERS. The MainePERS plan is a Defined Benefit (DB) pension plan. Employees contribute a percentage of earnings to MainePERS. The Town will also contribute a set amount to MainePERS on behalf of employees. Participants in

MainePERS and enrollees may also contribute to the Towns Mission Square 457 (b) plan, however the Town will only match contributions to MainePERS if an employee contributes to both MainePERS and Mission Square 457 (b)

- B. Mission Square 457 (b): Eligible employees may elect to participate in the Town's 457 (b) Retirement Plan at hire or any time during employment. If the employee selects this as their primary retirement plan, the Town will match employee contributions up to 6%. Employees may contribute additional amounts so long as it's in compliance with federal regulations, however the Town will not match anything above 6%.

Social Security: The Town provides Social Security and Medicare coverage in compliance with federal law to all employees.

8.5: Open Enrollment

The open enrollment period will be once a year during a period established by the Maine Municipal Employee Health Trust. During the open enrollment period, employees are able to:

- Enroll in health, dental, and vision plans
- Add or remove dependents from health, dental, and vision plans
- Drop coverage in health, dental, and vision plans
- Employees who elect to drop coverage in the Town's health plan may be asked to provide verification of coverage from a parent, spouse, or domestic partner's insurance plan.

For questions about Open Enrollment dates and how to make changes, please contact the Department of Finance.

8.6: Workers' Compensation

The Town participates in a federally mandated Worker's Compensation program. The following actions are required by employees:

- I. All injuries to personnel, no matter how minor, during the work schedule will be reported immediately to the Town Manager (or Designee), but in no event later than sixty (60) days after the date of injury. Maine law requires the Town to file a First Report of Injury with Workers' Compensation within seven (7) days of receiving notice of the injury.
- II. An employee suffering from an on-the-job injury will be sent to a medical facility, specified by the Town, for examination at the Town's expense.
- III. The employee will receive their normal pay for that day, and if eligible may be entitled to use Paid Time Off (PTO) for any regularly scheduled time missed between the incident and the date that workers' compensation benefits may begin.

8.7: Unemployment

Federal and State law govern unemployment benefits. The Town provides such benefits as mandated under these laws.

8.8: Holidays

The Town of Lyman recognizes all holidays as currently recognized by the State of Maine.

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Patriot's Day
Memorial Day
Juneteenth Day
Independence Day

Labor Day
Indigenous Peoples' Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If a regular holiday falls on a Sunday, the following Monday is considered a holiday; If on Saturday, the proceeding Friday is considered a holiday. For Christmas Day and/or New Year's Day; if said holiday falls on a Tuesday, Wednesday, Thursday or Friday, the work day prior will be a half day.

Paid holidays will be granted to all Regular Full-Time employees. Regular Part-Time employees whose normal work schedule falls on the holiday, will receive holiday pay equal to the hours the employee would normally work that day.

An employee on approved unpaid leave, such as unpaid extended sick leave or leave of absence, shall not be entitled to holiday pay.

8.9: Paid Time Off (PTO)

Regular Full-Time employees are eligible to earn Paid Time Off (PTO) accruals to cover any sick leave, personal days, or vacation time. The Town encourages employees to use their PTO accruals and take time off to enhance a positive work/life balance. Employees may use their PTO accruals at any time after their date of hire pending approval from a Supervisor/ Department Head or Town Manager (or Designee).

Time Off Request Using PTO:

Requests for use of PTO accruals shall be submitted to the Supervisor/ Department Head or Town Manager (or Designee) in a timely manner. The Supervisor/Department Head shall approve time off requests for employees working within their department. The Town Manager

(or Designee) shall approve time off requests for Supervisors/Department Heads. If the request is denied, the authorizer shall provide in writing the reason for denial.

Time Off Requests Without PTO:

Requests for time off shall be submitted as stated above. However, when the balance of PTO is insufficient to cover the requested length of time off, the authorizing Supervisor/Department Head shall have discretion to approve or deny the request. If the request is approved, the employee may use any remaining balance to cover any portion of the requested time off and in excess of the available PTO the remainder of requested time off shall be unpaid. If the request is denied, the authorizer shall provide in writing the reason for denial. In extenuating circumstances, such as bodily injuries unrelated to worker's comp, prevention of communicable illness among others in the workplace environment, and any other such circumstances, the Town Manager (or Designee) may approve or deny the use of future, unaccrued PTO hours for the employee on a short-term basis.

All Approved PTO requests will be submitted by the authorizing Supervisor/Department Head to the Finance Department for payroll purposes.

If a holiday falls within the employee's time off period, the employee shall not have that day charged against their accumulated PTO. "Holiday" shall be defined by section 8.8 of this Personnel Policy Handbook.

All Regular Full-Time employees eligible for PTO accruals will be able to roll over any unused PTO accruals or up to a maximum of 35% of their annual accruals, whichever is lesser. Rollover of PTO will be effective each year on July 1 and will be automatic.

Any eligible PTO payout will be as follows under section 7.5.

Exempt Employees: Accruals will be calculated bi-weekly at a prorated amount based on the Specific Eligibility Table under this section of the Personnel Policy Handbook.

Non-Exempt Employees: Accruals are prorated based on the number of their regular scheduled hours worked and will not exceed a regular schedule of forty (40) hours per week.

Specific Eligibility of PTO: This table is based on 37.5 hours worked per week. Years of service shall be continuous for employee eligibility.

Years of continuous service	Paid Time Off (PTO) hours
0 through 2 years	105
3 through 5 years	145
6 through 15 years	183
Over 15 years	245

8.10: Employee Recognition Program

[More Discussion with Select Board](#)

SECTION 9: EMPLOYEE LEAVE

9.1: Personal Days

Any Regular Full-Time or Regular Part-Time employee will receive time allocation equal to two (2) regular scheduled work days. Personal time does not accrue year to year and is not subject to pay out at separation.

Whenever possible, personal time must be requested and approved by the Supervisor/ Department Head or Town Manager (or Designee). Personal time will be applied for the regular scheduled hours of the day(s) being requested. The Town also recognizes employees' ability to use time consistent with Maine's Earned Paid Leave Law.

9.2: Earned Paid Leave

The Town of Lyman provides Earned Paid Leave (EPL) pursuant to State law Title 26 M.R.S.A sec. 1043(11).

All employees under section 4.3 of this Personnel Policy Handbook are eligible for EPL accruals. The Town provides a benefit greater than EPL to Regular Full-Time employees through its Paid Time Off (PTO) policies under section 8.9. To comply with Maine's Earned Paid Leave Law, eligible employees may utilize up to 40 hours of accrued benefit time during the calendar year for any type of time off as needed.

Accrual of Earned Paid Leave: All eligible employees, other than Regular Full-Time employees, are entitled to earn one hour of paid leave for every 40 hours worked, up to a maximum of 40 hours in one year of employment. Accruals begin at the start of employment. Any unused EPL will roll over into the next fiscal year of employment. However, the maximum amount of EPL available to the employee will not exceed 40 hours in one year. Rollover of EPL will be effective each year on July 1 and will be automatic.

Time Off Requests Using EPL:

Requests for use of EPL accruals shall be submitted to the Supervisor/ Department Head or Town Manager (or Designee) in a timely manner. If the request is denied, the authorizer shall provide in writing the reason for denial.

Time Off Requests Without EPL:

Requests for time off shall be submitted as stated above. However, when the balance of EPL is insufficient to cover the requested length of time off, the authorizing Supervisor/Department Head shall have discretion to approve or deny the request. If the request is approved, the employee may use any remaining balance to cover any portion of the requested time off and in excess of the available EPL the remainder of requested time off shall be unpaid. If the request is denied, the authorizer shall provide in writing the reason for denial. In extenuating circumstances, such as bodily injuries unrelated to worker's comp, prevention of communicable illness among others in the workplace environment, and any other such circumstances, the Town Manager (or Designee) may approve or deny the use of future, unaccrued EPL hours for the employee on a short-term basis.

All approved EPL requests will be submitted by the authorizing Supervisor/Department Head to the Finance Department for payroll purposes.

Any eligible EPL payout will be as follows under section 7.5.

9.3: Extended Sick Leave

A Regular Full-Time and Regular Part-Time employee may be granted extended sick leave for his or her own serious medical condition by the Town Manager (or Designee). Requests for extended sick leave will be evaluated on a case-by-case basis and will be considered under the following provisions:

- A. The employee provides the Town Manager (or Designee), no later than three (3) weeks prior to the conclusion of the employee's 12 weeks of Family Medical Leave, satisfactory medical certification from their personal physician that an extension is necessary, including duration of extension.
- B. Employees who have been notified that they do not qualify for leave under the Maine FMLA or FLMA and have requested extended sick leave will also be asked to provide medical certification from a health care provider that provides an estimate of the duration of incapacity.
- C. The employee will be required to utilize all available benefit leaves, including Paid Time Off, Earned Paid Leave, and Personal Days during all periods of extended sick leave.
- D. The employee will not accrue benefit time during any portion of unpaid sick extended sick leave, nor will the employee be eligible for holiday pay during extended sick leave.

9.4: Leave for Victims of Domestic Violence

The Town will grant reasonable and necessary paid or unpaid leave from work for eligible Regular Full-Time and Regular Part-Time employees who are victims of domestic violence, stalking, or sexual assault as provided in State law Title 26 M.R.S.A sec. (Employment Leave for Victims of Violence).

The employee will be granted leave to prepare for and attend court proceedings, receive medical treatment, or attend to medical treatment for a victim who is the employee's daughter, son, parent, or spouse, or obtain necessary services to remedy a crisis caused by domestic violence, sexual assault, or stalking.

The leave must be needed because the employee or the employee's child, parent, or spouse is a victim of violence, assault, or sexual assault under Title 17-A, Chapter 11, or stalking or any other act that would support an order for protection under Title 19-A, chapter 101. As soon as an employee becomes aware of the need of a leave of absence, they must make a written request for leave to the Town Manger (or Designee). The request must specify the length of leave and determine how much Paid Time Off (PTO) is being requested. Employees who have no such leave banked and accrued shall receive unpaid leave.

9.5: Military Leave

The Town complies with all State and Federal law, governing the rights of employees who are entitled to leave and other rights and obligations applying to their military service. All employees in the military service will be granted time off from work for annual training obligations or active service in the Military (as defined below). Employees engaged in active military service will be placed on military leave of absence status. Employees receiving orders for military training or service should notify their Supervisor/Department Head or Town Manager (or Designee) of the dates of their military service as far in advance as possible unless military necessity prevents such notice.

Military leave and rights to re-employment after such leave are available to employees under the terms and conditions of applicable Federal and State la, as may be amended from time to time.

Military Leave Without Loss of Pay:

Employees (including employees who hold acting capacity and project appointments) are allowed up to seventeen (17) workdays in each calendar year without loss of pay or benefits when engaged in any form of military duty. The employee must furnish the Supervisor/Department Head or Town Manager (or Designee) with an official statement signed by authority giving the employee's rank, pay, and allowance during the employee's seventeen

(17) day period. The employer will pay the difference, if any, between the employee's regular pay and military leave pay up to seventeen (17) days per year.

Military Leave Without Pay:

When military service exceeds the 17 workdays authorized for military leave with pay, the employee must be placed on unpaid military leave. Employees may use, but are not required to use, accrued Paid Time Off (PTO), Earned Paid Leave (EPL), Personal Days, etc. when entering unpaid military service. Provisions for the optional use of Paid Time Off, Earned Paid Leave, Personal Days, etc. also to apply to employees who are called to active State duty by the Governor. Employees should determine which paid leave they wish to use and a fixed amount to use each pay period with Town Manager (or Designee) who will submit to the Department of Finance for payroll purposes prior to going out on leave.

Maintenance of Benefits:

An employee shall be entitled to maintain health insurance coverage on the same basis as if they had continued to work for the Town. To maintain uninterrupted coverage, the employee will be required to continue paying their share of insurance premium payments. If an employee is receiving concurrent PTO or EPL time, the premium will be deducted from the paycheck, as is normally the practice. The Town will bill for benefit premiums in the case that the employee is unpaid. Employees may opt for automatic ACH withdrawal to cover benefits costs. The payment shall be made by the 15th of each month. If the employee's payment is more than sixty (60) days overdue, the Town will no longer maintain the coverage.

Re-Employment:

The guiding principle of the USERRA and Maine law is that an employee performing military service is not to suffer any detriment in employment and should be treated as if he or she had not left employment. State employees who enter military service retain reemployment rights under both the *Uniformed Services Employment and Reemployment Rights Act of 1994* and Maine law. Exceptions are narrowly restricted to persons who hold temporary, non-recurrent employment. Although certain criteria are required for an employee to exercise his or her reemployment rights, denial of reemployment to a returning service member should be considered an extraordinary situation. Human resource professionals should be consulted if any adverse action is contemplated.

An employee who enters military service on a short-term basis would generally be returned to the position that he or she left. Employees who enter military service on a long-term basis would be returned to the position that he or she left or be returned to a position of like status and pay for which he or she is qualified. Agency human resource representatives should be consulted if denial of reemployment for any reason is contemplated.

Upon the completion of service (less than 31 days, including weekend drills) employees are also entitled to reasonable time for return travel, and an eight-hour period of rest, before returning to work. The allotted time to apply for reemployment increases incrementally, depending upon the

length of service. Departmental human resource representatives should be consulted in unusual situations.

9.6: Family Medical Leave

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. FMLA will run concurrently with all other leave and leave benefits, including but not limited to, Workers' Compensation, Maine FMLA and will run even while the employee is using their own accrued leave (such as Paid Time Off and Earned Paid Leave).

Eligible Employees:

Only eligible employees are entitled to take FMLA leave. An *eligible employee* is one who:

- Works for a *covered employer* (The Town of Lyman)
- Has worked for the employer for at least 12 months.
- Has at least 1,250 hours of service for the employer during the 12-month period immediately preceding the leave; and

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, outlining the employer's intention to rehire the employee after the break in service.

Leave Entitlement:

An eligible employee shall be entitled to twelve (12) workweeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

- the birth or placement of a child for adoption or foster care.
- to care for a spouse, child, or parent who has a serious health condition.
- for a serious health condition* that causes the employee to be unable to perform the essential functions of their job; or
- For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or call to covered active-duty status.
- a serious health condition, which shall be defined as an illness of a serious and long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at a hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider.

A serious health condition means an accident, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

When both spouses are employed by the Town, they are each entitled to twelve (12) work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, child, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons.

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

The Town requires employees to "substitute" (run concurrently) accrued Paid Time Off (PTO) or Earned Paid Leave (EPL) to cover all the FMLA leave period. However, employees may maintain up to forty (40) hours of PTO time for future time off.

Notice:

Employees must provide notice as far in advance as possible or as soon as possible and practicable under the circumstances.

If the Town acquires knowledge that a leave may be for a FMLA-qualifying reason, the Town will provide the employee with notice concerning their eligibility for FMLA leave and their rights and responsibilities under the FMLA. The Town will also notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employees' FMLA entitlement.

Certification:

In the event an employee is requesting a leave, or the employer has acquired information the employee is going to be on leave due to their own serious health condition or a covered family member's serious health condition, the Town may require certification in support of the leave from a health care provider.

FMLA is generally unpaid, however, an employee may substitute any paid leave available to the employee under the Town's policy (such as PTO or EPL). Employees should determine which paid leave they wish to use and a fixed amount to use each pay period with the Department of Finance for payroll purposes prior to going on leave.

Maintenance of Benefits:

An employee shall be entitled to maintain group health insurance coverage on the same basis as if they had continued to work at the Town. To maintain uninterrupted coverage, the employee will be required to continue paying their share of insurance premium payments. If an employee is receiving concurrent PTO or EPL time, the premium will be deducted from the paycheck, as is normally the practice. The Town will bill for benefits premiums in the case that the employee is unpaid. Employees may opt for an automatic ACH withdrawal to cover benefits costs. The payment shall be made by the 15th of each month. If the employee's payment is more than sixty (60) days overdue, the Town will no longer maintain the coverage.

If the employee informs the Town that they does not intend to return to work at the end of the leave period, the Town's obligation to provide health benefits ends.

Vacation, sick, and holidays will not accrue beyond the twelve (12) week leave period, consistent with the Town's leave policies, unless the employee is utilizing available accrued vacation, sick, or personal time. However, the use of family or medical leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined. Seniority of position is not affected.

Job Restoration:

Upon return from FMLA leave, an employee shall be restored to their original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

Employees accepting employment elsewhere while on FML may be disciplined, up to and including discharge.

9.7: Maine Family Medical Leave

If not eligible for FMLA, an employee may qualify for Maine Family Medical Leave (MFML). To be eligible under MFML, an employee is required to have worked for the Town for 12 consecutive months. Under the Maine Family Medical Leave Act, employees are (1) eligible for 10 work weeks of unpaid FML (2) during a two year period (3)for the employee's serious health condition, the birth or adoption of a child, including a domestic partner's child, the serious health condition of a child or grandchild, domestic partner's child and grandchild, domestic partner or spouse, sibling, or death of an employee's spouse, domestic partner, parent, sibling, or child who is a covered service member who dies while on active duty.

Request for MFML will be analyzed under both Main and Federal FMLA.

9.8: Parental Leave

Regular Full-Time or Regular Part-Time employees who have completed one full year of employment with the Town will be eligible for an additional twelve (12) weeks of paid leave

upon the birth or adoption of their child and/or children to be used concurrently with Family Medical Leave if applicable. Such time shall be used in addition to the employee's current Paid Time Off (PTO) balance. Parental Leave expires twelve (12) weeks after the date of birth or placement.

Requests for paid parental leave shall be submitted to the Supervisor/Department Head or Town Manager (or Designee). Requests shall be made in a timely manner at least 30 days prior to the proposed date of leave (or if the leave was not foreseeable, as soon as possible). All Approved requests for Parental Leave will be submitted by the authorizing Supervisor/Department Head to the Finance Department for payroll purposes.

Employees will receive no more than twelve (12) weeks paid parental leave. Employees may elect to use PTO accruals in excess of the 12 weeks paid parental leave granted and with approval from the Supervisor/Department Head or Town Manager (or Designee)

9.9: Bereavement

All Regular Full-Time and Regular Part-Time employees shall receive bereavement leave as provided by the town. In the event of the death of an employee's spouse, legally recognized partner, children, mother, father, or legal guardian, the employee shall be granted five (5) days' leave of absence, with full pay, to make household and service arrangements and attend death services. In the event of the death of an employee's sister, brother, stepparents, stepchildren, grandmother, grandfather, spouse's grandparents or grandchildren, father-in-law, mother-in-law, sister in-law, or brother in-law, the employee shall be granted up to three (3) days' leave for absence, with full pay, to make household adjustments and arrange for or attend the death services. For relatives other than mentioned above, such as aunt, uncle, niece, nephew or first cousin, the employee may use available personal time, Paid Time Off (PTO), or Earned Paid Leave (EPL) for absences. The employee may be required to furnish their immediate supervisor with proof of death.

9.10: Jury Duty

Regular Full-Time and Regular Part-Time employees who are called for jury duty should promptly notify their Supervisor/ Department Head or Town Manager (or Designee) to ensure appropriate arrangements are made. The employee will receive his or her regular paycheck and are required to forward payments received for their jury duty to the Department of Finance, with the exception of mileage reimbursement. This procedure will compensate employees for any difference in pay. Employees excused from jury duty must report back to work if it is during their normal working hours.

9.11: Life Threatening Illness

In the event an employee submits a physician's certification to the Town Manager (or Designee) that the employee has a life-threatening illness and is expected to result in premature death, the Town Manager (or Designee) may make an exception to the existing sick leave and PTO/EPL sections of this Personnel Policy Handbook and pay the employee's entire accrual record to the employee.

9.12: Absent Without Leave

An employee absent from work for five (5) consecutive days without approved leave shall be absent without leave. The employee shall be considered terminated after written notice, by the Town Manager (or Designee), to the employee (or the employee's last known address).

SECTION 10: REIMBURSEMENT OF EXPENSES

10.1: Mileage Compensation *(Note: Repeal former, separate policy adopted 1/2/24)*

Employees required to drive personal vehicles for approved, legitimate municipal purposes shall be compensated by the Town at the amounts set by the IRS Per Diem daily rates (when government rates are available), the IRS mileage reimbursement rate, or another rate agreed to by the Town Manager (or Designee). Compensation may be approved as a "reimbursement" under an Accountable Plan. Elected Officials, Volunteers, and those appointed to Boards, Committees, or Commissions are excluded from mileage compensation benefits unless otherwise approved by the Town Manager (or Designee) for specific purposes, excluding regular meetings.

Employees will be paid by an approved appropriation in the departmental budget. The appropriation will be in the best interest of the Town. Travel will be accomplished at the least cost to the Town. Expenses incurred in excess of the approved appropriation will be subject to approval by the Town Manager (or Designee).

Accountable Plan – Mileage Reimbursement:

Eligible mileage reimbursement will be granted at the prevailing IRS rate per mile if using personal vehicles for approved business-related travel. Home to office travel is not compensable.

The Town shall reimburse employees for business travel at the lesser of (a.) mileage from home to destination (excluding "normal place of business". For the purpose of this policy, "normal

place of business” shall mean the location the employee works on a day-to-day basis), or (b.) mileage from normal place of business to destination.

Employees are responsible for documenting all travel logs on the official mileage reimbursement log approved by the Town Manager (or Designee). All travel logs shall be submitted to the Town Manager for approval on a monthly basis. At the discretion of the Town Manager (or Designee), travel logs may be submitted on a every other month or quarterly basis and such requests will be reviewed on a case-by-case basis.

10.2: Meals, Lodging and Other Expenses

Meals:

The Town will reimburse employees for meal expenses incurred in the event of long-term arrangements, such as the necessity for overnight lodging (i.e: attending training beyond the employee’s residency where travel to and from would create an unreasonable burden on the employee). The employee must furnish all detailed meal receipts for reimbursement (a summary of the total paid will not be accepted). The Town will reimburse up to \$40 per meal. The Town will not reimburse for the items:

- Sales Tax
- Alcoholic beverages, movies, admissions and personal incidental expenses that may be incurred while traveling for work-related purposes but are not otherwise related to or necessary for the performance of work.

The Town does not encourage employees to purchase any goods or services for the Town. However, under certain circumstances, such as emergencies or unusual events an employee may make appropriate purchases upon approval of the Town Manager (or Designee) and provided that other means of the Town’s Purchasing Procedure was not reasonable given the circumstances.

10.3: Parking Fees and Tolls

Employees will be reimbursed for parking fees and tolls provided that the cost was incurred during travel for legitimate Town business. The employee shall document such fee(s) incurred with their travel logs and additionally shall furnish all appropriate receipts. The Town will not reimburse employees for parking tickets and/or motor vehicle violations or infractions.

10.4: Reimbursement Procedure

Employees shall submit any required official forms with attached receipts, if applicable, no later than thirty (30) days to the Town Manager (or Designee) for approval.

SECTION 11: MISCELLANEOUS

11.1: Freedom of Access Act Policy

All employees are expected to adhere to the Town's Freedom of Access Act Policy entitled "Town of Lyman, Maine Policy Governing Access to Public Records Under the Freedom of Access Act". Refer to this policy for procedural details.

Additionally, all Town records, whether classified as public or confidential, are the property of the Town of Lyman including but not limited to; final and/or draft form documents; emails either sent, received, junk, draft, or deleted; audio and/or video recordings; any data, text, and voicemail on Town cellular devices, historical records, and any other record required to be maintained in accordance to the Maine State Archives Local Government Record Retention Schedules. All Town records will be maintained in accordance with State and Federal law.

Training: Any employee required by State law Title 1 M.R.S sec. 412 shall complete the minimum requirements of training within 120 days of their oath of office. If the oath is annual, then the training must be completed annually.

No employee shall destroy and/or permanently remove any record of the Town either knowingly or unknowingly and any violation will be subject to disciplinary action up to and including termination. Any employee found in violation shall be responsible for the cost for recreation and/or replacement of said documents.

11.2: Severability

If any provision of this Personnel Policy Handbook to any person or circumstance(s) is held invalid, this invalidity does not affect other provisions or applications of the Employee Personnel Policy Handbook which can be given effect without the invalid provision or application. For this purpose, the Employee Personnel Policy is severable.

11.3: Amendments & Interpretation

The Town of Lyman reserves the right to unilaterally amend, delete, modify or change these polices without prior notice and at any time for any reason. The Town Manager (or Designee) and Town Select Board shall have exclusive and final authority to interpret these polices.

11.4: Definitions

Appointed Official: Anyone appointed to a board or committee to perform duties in the capacity of that board or committee.

Employee: An individual working for the Town on a permanent or temporary basis drawing wage or a stipend from the Town.

Financial Interest: A direct or indirect interest having monetary or pecuniary value, including, but not limited to, the ownership of shares of stock.

Immediate Family: Spouse, children, parents, siblings, including step, half, and in-law relations, a domestic partner of a Town official, or persons sharing the same household and intermingling financial assets with a Town official.

Special Interest: Any interest which will allow some form of personal gain, usually pecuniary in nature.

Town Official: Any elected, appointed, volunteer, or employee of the Town that in their capacity serve a role in the functions or business operations of the municipality or provide any such services related to municipal affairs.

Volunteer: Anyone conducting specific business and/or duties on behalf of the Town as delegated by the Town Manager or Select Board either on a temporary or permanent basis and does not receive wage or stipend from the Town.

This revised policy supersedes any and all other Personnel policies adopted and/or revised prior to _____ date

Adopted: April 16, 1990

Revised: September 2, 1997

Revised: September 6, 1999

Revised: March 6, 2000

Revised: August 28, 2002

Revised: July 5, 2005

Amended: September 6, 2005

Amended: September 2, 2008

Amended: March 1, 2010

Amended: June 20, 2011

Amended: August 15, 2011

Amended: March 2, 2015

Amended: May 15, 2017

Amended: September 17, 2018

Amended: April 16, 2019

Revised: _____ Date

Revision/Amendment adopted and signed by a majority of the Select Board on this _____ day of _____, _____:

_____ Ralph "Rusty" Blackington - Chair

_____ Thomas Hatch – Vice Chair

_____ Jessica Picard

_____ Amber Swett

_____ Victoria Gavel

A Majority of the Board of Selectpersons

Lyman, Maine

ITEM #6: (a.) Tax Collector Report

Report to Selectmen
Month of January 2024
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 \$54,045.44
Includes Current, Delinquent, Prepayments, and Lien Payments for the month.

Monthly Excise Tax

Excise Tax Received	
Vehicles registered here at office:	\$ 81,306.06
Online Rapid Renewal Service	<u>15,161.30</u>
Total Vehicle Excise	\$ 97,467.36

Boat Excise	
Boats registered here at office:	\$ 131.90
Online Registration Service	<u>83.80</u>
Total Boat Excise	\$ 215.70

Total Excise	\$ 97,683.06
--------------	--------------

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

Year-to-date excise collection	\$ 767,501.46
--------------------------------	---------------

Respectfully submitted: Susan J. Bellerose, Tax Collector

ITEM #7: (a.) Salt Shed Repairs

Salt Shed

Electrical Panel needs to be replaced due to corrosion from salt. Breakers are corroded; Electrical Inspector took a look at it and determined the panel needs to be replaced. Estimate received for \$900.00.

Funds will need to come out of either:

Capital Improvement

Or

Reserves or Contingency

ITEM #7: (b.) Access Control System Updates

MAINE STATE SECURITY SERVICES

Mailing address:
PO Box 157
East Waterboro ME 04030

Physical Address:
1308 New County Road
Dayton, ME 04005

Estimate

Date	Estimate #
2/8/2024	2201



Name / Address
TOWN OF LYMAN 11 SOUTH WATERBORO ROAD LYMAN, ME 04002

Terms
Net 15

Description	Qty	Cost	Total
ANNUAL MONITORING OF THE COMMERCIAL FIRE AND BURGLAR ALARM OVER OWNER SUPPLIED PHONE LINES, MAIN FARADAY FIRE ALARM TRIPS HONEYWELL COMMERCIAL FIRE ALARM FOR REPORTING	1	372.00	372.00
ANNUAL OPENING AND CLOSING REPORTS EMAILED WEEKLY	1	220.00	220.00
ANNUAL REQUIRED BY CODE NFPA FIRE ALARM TESTING AND INSPECTION AS DESCRIBED IN NFPA 72.	1	350.00	350.00
ACCESS CONTROL SYSTEM 1- LINEAR EMERGE ESSENTIALS ES4MP 4 DOOR ACCESS CONTROL SERVER WITH BUILT IN POWER SUPPLY FOR ELECTRIC STRIKES 2- P640HA CARD READER WITH BUILT IN NUMERIC KEYPAD 2- DOOR POSITION SWITCHES 1- BOX 25 KEY FOBS 1- INSTALLATION, PROGRAM AND TEST	1	3,249.00	3,249.00
1- ELECTRIFIED MAIN FRONT DOOR AND DOOR GOING TO OFFICE, THIS WORK WILL BE SUB OUT TO JAB LOCKSMITH, THIS WILL INCLUDE INSTALLING NEW PADDLES, NEW ELECTRIC STRIKES	1	1,840.00	1,840.00
SMALL ENOUGH TO CARE, LARGE ENOUGH TO SERVE		Subtotal	\$6,031.00
		Sales Tax (6.0%)	\$0.00
		Total	\$6,031.00

NEW TOTAL : \$5,089

Signature _____

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

LYMAN PARKS & RECREATION

11 South Waterboro Rd.
Lyman, Me. 04002

FIELD USE REQUEST FORM

NAME OF ORGANIZATION: S.M.A.S.H (Southern Maine Athletic Sports Haven)

TEAM NAME: TBD

CONTACT PERSON: Kristen Cunningham

EMAIL ADDRESS: kristen.cunningham@ymail.com

ADDRESS: 245 Main St South Berwick, ME 03908

PHONE #:(home) _____ (work) _____ (cell) Same

ALTERNATE CONTACT: Chris Molda

EMAIL ADDRESS: cjmolda@hotmail.com

PHONE #:(home) _____ (work) _____ (cell) _____

FIELD REQUESTED: Bunganut Soccer Field on Brock Rd

PURPOSE: GAMES PRACTICES LEAGUE TOURNAMENT

BASEBALL SOFTBALL SOCCER OTHER

PITCHING DISTANCE: N/A BASE DISTANCE N/A

AGE GROUP: 3-16 #OF PLAYERS: Approx 60

RESIDENCE OF PLAYERS: Mostly Lyman, as well as, surrounding Southern Maine towns.

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

SIGNATURE: *Kristen Cunningham* DATE: 2/6/2024

PARKS & REC. SIGNATURE: _____ DATE: _____

APPROVED: _____ DATE: _____

NOTES: _____

MONTH: April

W/E 2nd week, End of April

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

TIMES: 10am - 2pm Monday - Friday

MONTH: May

W/E All weeks

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

TIMES: 10am - 2pm Monday - Friday

MONTH: June

W/E 1st Two Weeks, until school gets for Summer

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

TIMES: 10am - 2pm Monday - Friday

MONTH: _____

W/E _____

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

TIMES: _____

MONTH: _____

W/E _____

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

TIMES: _____
