

Town of Lyman
Select Board Regular Meeting Agenda
Monday October 21st, 2024 – Lyman Town Hall

Welcome to the October 21st, 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 – GA Maximums - Pricilla Ouelette
 - Vote to adopt Amendments to GA Maximums
- b. Lyman Historical Society – Revolutionary Veteran Pierce Murphy

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 •*Spirit of America Award*

ITEM #3 **UNFINISHED BUSINESS**

- a. Franchise Agreement, Updates if any
- b. RFP – Equipment Sandblasting, Open Bids
- c. RFP – Assessment Equalization Project – Open Bids
- d. Review/ Discuss Forestry Agreement, updates from Forester.
- e. FEMA Floodplain Management Ordinance – Emergency enactment, per charter 3.13 (for continued emergency ordinance until November 5th, 2024)

ITEM #4 **DEPARTMENT AND COMMITTEE REPORTS**

- a. Fire Chief – All Hands
 - Review/ Approve GMFR Personnel Policy
- b. Cemetery Committee – Adopt a Plot initiative/Summary
- c. ECO ME Rep – Composting Survey Results
- d. Treasurer Expense Report
- e. Town Clerk – Excise Report

ITEM #5 **NEW BUSINESS**

- a. Discussion re: workshop for budget goals.

ITEM #6 **MINUTES**

- a. Review / Approve meeting minutes 10/7/2024

ITEM #7 **SIGN WARRANTS**

- a. Payroll Warrant **#15** in the amount of **\$32,551.87**
- b. Accounts Payable Warrant **#16 (FY2025)** in the amount of **\$74,700.16**

EXECUTIVE SESSION

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

OTHER

ADJOURN

ITEM #1: (a.) Public Hearing - GA Maximums Amendments

Town of Lyman

Select Board

Notice of Public Hearing

The Select Board will hold a public hearing on

Monday October 21st, 2024 at 6:00pm

Located at the Lyman Town Hall to allow for public comment and present information regarding amendments to the General Assistance Ordinance Maximums

Full text of the proposed amendments is available at the Town Hall
and on the Towns website
www.lyman-me.gov

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

Janet T. Mills
Governor

Sara Gagné-Holmes
Acting Commissioner



Maine Department of Health and Human Services
Office for Family Independence
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 624-4168; Toll-Free: (800) 442-6003
TTY: Dial 711 (Maine Relay); Fax: (207) 287-3455

To: Welfare Officials and Contracted Agents
From: Sara Denson, Program Manager, General Assistance
Date: September 4, 2024
Subject: New GA Maximums for October 1, 2023

Enclosed please find the following items:

- MMA's updated **General Assistance Ordinance** (9/2024)
- MMA's new (October 1, 2024–September 30, 2025) “**General Assistance Ordinance Appendices**” (A – H).
- Recovery Residence Housing Maximums (October 1, 2024-September 30, 2025)
- “**GA Ordinance Adoption Form**” which was developed so that municipalities may easily send DHHS proof of the adoption of any updated or changed GA Ordinance. Once the selectpersons or council adopts the new ordinance, the enclosed form should be signed and submitted to DHHS. (*see “Filing of GA Ordinance and/or Appendices” below for further information*).
- “**GA Maximums Adoption Form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS. (*see “Filing of GA Ordinance and/or Appendices” below for further information*).

Updates

Please note that updates have been made to Appendix A (overall maximums), Appendix B (food maximums), Appendix C (housing maximums) and Appendix H (funeral maximums) of the General Assistance Ordinance. There is also a new Recovery Residence Housing Maximums guide. You can find information about the MMA Model Ordinance on the Maine Welfare Director's Association (MWDA) website at www.maine-welfare-directors.org.

Appendix A – H

The enclosed Appendices A – H have been revised for your municipality's General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – H. Even if you are not updating your GA Ordinance, **the municipal officers must approve/adopt the new Appendices yearly.**

The Adoption Process

The **municipal officers (i.e., selectpersons/council)** **adopt the local General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers conduct a **notice and hearing** prior to the adoption of the Ordinance and/or Appendices. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance and/or appendices either in its posted form or as amended in light of public discussion.

Municipalities May Establish Their Own Maximums

Municipalities may establish their own maximum levels of assistance provided that the proposed levels of assistance are reasonable and meet adequate standards sufficient to maintain the health and safety of applicants in the municipality. The municipality must submit to the Department documentation to justify these levels of assistance and verify that the figures developed are appropriate to maintain health and decency.

A municipality's maximum assistance level for Food may not be below the Department provided figures which are issued by the USDA and published annually following a study of cost of food for various family sizes. A market basket survey may be used to establish food maximums if the maximums provided by the USDA are insufficient to maintain health in the municipality. (C.M.R. 10-144, Chapter 323, Section V).

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted, should that ordinance differ from the MMA Model. Any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS will accept the enclosed "adoption sheet" as proof that your Municipal Officers have adopted the current MMA Model GA maximums and/or ordinance. If you are not making changes to your adopted ordinance, you are only required to submit verification that the new Appendices have been adopted.

MUNICIPALITY OF _____
GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of _____, after notice and hearing, hereby amend the municipal General Assistance Ordinance by repealing and replacing appendices A through H of the existing ordinance with the attached appendices A through H, which shall be in effect from October 1, 202__ through September 30, 202__. This amendment will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and a copy of the ordinance and amended appendices shall be available for public inspection at the municipal office along with a copy of the 22 M.R.S. chapter 1161.

Signed this _____ day of _____, 20__, by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

[Please send a copy of the enactment page only to DHHS, 109 Capitol Street, SHS 11, Augusta, ME 04330-0011]

2024-2025 GA Housing Maximums

Recovery Residences

The following Recovery Residence maximums are in effect from 10/1/2024- 9/30/2025

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$133.70	\$575.40

<u>Franklin County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$142.10	\$611.10

<u>Hancock County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$176.40	\$758.10

<u>Kennebec County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$151.20	\$648.90

<u>Knox County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$151.20	\$648.90

<u>Lincoln County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$172.20	\$739.90

<u>Oxford County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$144.90	\$623.70

<u>Piscataquis County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$136.50	\$588.00

<u>Somerset County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$148.40	\$638.40

<u>Waldo County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$173.60	\$746.20

<u>Washington County</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$134.40	\$578.90

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$170.80	\$734.30

<u>Cumberland Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$205.10	\$882.70

<u>Lewiston/Auburn MSA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$154.00	\$662.20

<u>Penobscot Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$140.70	\$605.50

<u>Portland HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$267.40	\$1,150.80

<u>Sagadahoc Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$185.50	\$798.00

<u>York Cty. HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$202.30	\$869.40

<u>York/Kittery/S Berwick HMFA</u>	<u>Recovery Residence Rates</u>	
	<u>Weekly</u>	<u>Monthly</u>
	\$231.70	\$997.50

2024-2025 GA Overall Maximums

Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	969	1,068	1,367	1,744	2,333
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,139	1,280	1,689	2,131	2,476
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	881	965	1,232	1,608	1,947
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	874	884	1,169	1,464	1,603
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,451	1,663	2,141	2,715	3,332
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	969	1,159	1,413	1,939	2,335

Appendix A
Effective: 10/01/24-09/30/25

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,192	1,261	1,567	2,039	2,297
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,371	1,444	1,905	2,589	3,305

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	766	842	1,043	1,421	1,524
Franklin County	807	893	1,174	1,558	1,764
Hancock County	1,096	1,102	1,307	1,734	1,740
Kennebec County	943	946	1,214	1,529	1,784
Knox County	935	946	1,163	1,550	1,657
Lincoln County	1,037	1,076	1,332	1,733	2,154
Oxford County	902	910	1,185	1,575	1,869
Piscataquis County	777	860	1,131	1,398	1,689
Somerset County	897	931	1,140	1,487	1,612
Waldo County	1,075	1,085	1,305	1,620	2,219
Washington County	838	846	1,101	1,508	1,598

* Please Note: Add \$75 for each additional person.

2024-2025 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the [U.S.D.A. Thrifty Food Plan](#). As of October 1, 2024, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	67.91	292.00
2	124.65	536.00
3	178.60	768.00
4	226.74	975.00
5	269.30	1,158.00
6	323.26	1,390.00
7	357.21	1,536.00
8	408.37	1,756.00

Note: For each additional person add \$220 per month.

2024-2025 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! ONLY consider adopting the following numbers if these figures are consistent with local rent values. If not, a market survey should be conducted, and the figures altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

<u>Aroostook County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	144	619	174	748
1	152	654	191	822
2	186	798	237	1,019
3	261	1,123	324	1,393
4	270	1,162	347	1,492
<u>Franklin County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	154	660	184	789
1	164	705	203	873
2	216	929	267	1,150
3	293	1,260	356	1,530
4	326	1,402	403	1,732
<u>Hancock County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	224	964	251	1,079
1	224	964	252	1,083
2	253	1,087	299	1,284
3	341	1,467	397	1,707
4	341	1,467	397	1,707
<u>Kennebec County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	189	811	215	926
1	189	811	216	927
2	231	994	277	1,191
3	294	1,262	349	1,502
4	339	1,459	407	1,752

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	187	803	214	918
1	187	803	216	927
2	219	943	265	1,140
3	298	1,283	354	1,523
4	310	1,332	378	1,625
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	210	905	237	1,020
1	211	906	246	1,057
2	259	1,112	304	1,309
3	341	1,466	397	1,706
4	425	1,829	493	2,122
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	179	770	206	885
1	179	770	207	891
2	224	965	270	1,162
3	304	1,308	360	1,548
4	359	1,544	427	1,837
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	147	630	177	759
1	156	672	195	840
2	206	886	257	1,107
3	256	1,100	319	1,370
4	309	1,327	385	1,657
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	178	765	205	880
1	178	765	212	912
2	214	920	260	1,117
3	284	1,220	339	1,460
4	299	1,287	367	1,580

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	219	943	246	1,058
1	219	943	248	1,066
2	252	1,085	298	1,282
3	315	1,353	370	1,593
4	440	1,894	509	2,187

<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	164	706	191	821
1	164	706	192	827
2	205	881	251	1,078
3	289	1,241	344	1,481
4	296	1,273	364	1,566

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	195	837	221	952
1	209	898	244	1,049
2	267	1,147	312	1,344
3	344	1,477	399	1,717
4	467	2,008	535	2,301

<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	234	1,007	261	1,122
1	258	1,110	293	1,261
2	342	1,469	387	1,666
3	434	1,864	489	2,104
4	500	2,151	568	2,444

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	174	749	201	864
1	185	795	220	946
2	235	1,012	281	1,209
3	312	1,341	368	1,581
4	377	1,622	445	1,915

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	173	742	199	857
1	173	742	201	865
2	221	949	266	1,146
3	278	1,197	334	1,437
4	297	1,278	365	1,571
<u>Portland HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	307	1,319	334	1,434
1	347	1,493	382	1,644
2	447	1,921	492	2,118
3	569	2,448	625	2,688
4	699	3,007	767	3,300
<u>Sagadahoc Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	195	837	221	952
1	230	989	265	1,140
2	277	1,193	323	1,390
3	389	1,672	445	1,912
4	467	2,010	536	2,303
<u>York Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	247	1,060	273	1,175
1	254	1,091	289	1,242
2	313	1,347	359	1,544
3	412	1,772	468	2,012
4	459	1,972	527	2,265
<u>York/Kittery/S. Berwick HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	288	1,239	315	1,354
1	296	1,274	331	1,425
2	392	1,685	438	1,882
3	540	2,322	596	2,562
4	693	2,980	761	3,273

2023-2024 GA MAXIMUMS SUMMARY SHEET

Note: The overall maximums found in *Appendices A, B, C, D, E, and F* are effective from **October 1, 2023 to September 30, 2024.**

APPENDIX A - OVERALL MAXIMUMS

<u>County</u>	<u>Persons in Household</u>					
	1	2	3	4	5	6
NOTE: For each additional person add \$75 per month.						
(The applicable figures from Appendix A, <i>once adopted</i> , should be inserted here.)						

APPENDIX B - FOOD MAXIMUMS Not Updated

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
1	\$ 67.91	\$ 292.00
2	124.65	536.00
3	178.60	768.00
4	226.74	975.00
5	269.30	1,158.00
6	323.26	1,390.00
7	357.21	1,536.00
8	408.37	1,756.00
NOTE: For each additional person add \$220 per month.		

APPENDIX C - HOUSING MAXIMUMS

<u>Number of Bedrooms</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
0				
1				
2				
3				
4				
(The applicable figures from Appendix C, <i>once adopted</i> , should be inserted here.)				

FOR MUNICIPAL USE ONLY

APPENDIX D - UTILITIES

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is ***not automatically*** entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50

NOTE: For each additional person add \$10.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50

NOTE: For each additional person add \$14.50 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

2024-2025 Mileage Rate

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Comptroller. The current rate for approved employment and necessary medical travel etc. is 50 cents (50¢) per mile.

Please refer to the Office of the State Controller for changes to this rate at 626-8420 or visit <http://www.state.me.us/osc/>

Funeral Maximums

Burial Maximums

The maximum amount of general assistance granted for the purpose of burial is **\$1,620**. The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,125**.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

ITEM #2: (b.) Mail



Robert L. Andrews
Vice-Chairperson
District 1

Richard R. Dutremble
Chairperson
District 2

Justin Chenette
District 3

Donna L. Ring
District 4

Richard Clark
District 5

COUNTY COMMISSIONERS COUNTY OF YORK

45 Kennebunk Road
Alfred, Maine 04002

(207) 459-2313
Fax (207) 324-9494

www.yorkcountymaine.gov

Gregory T. Zinser
County Manager

Kathryn A. Dumont
Assistant to the Manager

Lorene B. Lemieux
Finance Director

Linda Hutchins- Cortliss
Deputy County Manager
Human Resource Director

October 2, 2024

Priscilla Miles
411 Hill Road
Lyman, ME 04002

Dear Priscilla Miles:

We are honored to announce that your Association has been selected by your town of Lyman to be awarded the **SPIRIT OF AMERICA AWARD FOR 2024**.

The Spirit of America Foundation was established in Augusta, ME to encourage volunteerism & it allows the Spirit of America Foundation Tribute to be presented in the name of any Maine municipality. The first Spirit of America Foundation award was presented to Alma Jones by Augusta Mayor William Burney on Nov. 26, 1991. Maine Governors John Baldacci and Angus King and Maine Municipal Association Director Chris Lockwood are among many who have played key roles at one of the 500+ Spirit of America ceremonies over the years.

The awards ceremony to celebrate the winners of this prestigious award will be held on **November 20, 2024** beginning at 3:30 p.m. To participate in the awards ceremony, you may attend the ceremony being held at the York County Government Building located at 149 Jordan Springs Road in Alfred or to attend virtually, please visit our website at: www.yorkcountymaine.gov and go to **AGENDAS**. Click onto the ZOOM link and you will be able to view and participate. The link will also be posted on our Facebook page at: YorkCountyMaineGovernment.

Sincerely,

Donna L. Ring
Commissioner Donna Ring
District 4
cc: Select Board

ITEM #3: (b.) RFP - Sandblasting Equipment

TOWN OF LYMAN

11 So. Waterboro Rd Lyman, ME 04002
Tel: (207)-247-0642 FAX: (207)-499-7563

REQUEST FOR PROPOSALS

TRANSFER STATION EQUIPMENT SANDBLAST & PAINT SERVICES

PROJECT TITLE: Transfer Station – Equipment Sandblast & Paint Services

PROPOSAL DUE DATE: 10/21/2024 by 1:00pm

Sealed bids will be opened on 10/21/2024 during the Select Board meeting.

CONTENTS OF THIS RFP:

1. Introduction
2. Scope of Work
3. Conditions & Instructions to Bidders
4. Pricing
5. Submission of Proposals
6. Bid Proposal Form

1. INTRODUCTION

The Town of Lyman is seeking qualified contractors to perform off-site sandblasting and painting of entire loader apparatus, and replacement of the cab floor. The intent of this RFP is to solicit proposals from experienced vendors capable of delivering high-quality, durable results while minimizing equipment downtime.

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 10/21/2024 by 1:00pm EST. Proposals must be addressed to:

Town of Lyman, Select Board
RFP: Transfer Station – Equipment Sandblast & Paint Services
11 South Waterboro Rd
Lyman, ME 04002

Please mark sealed proposals plainly **“RFP: Transfer Station – Equipment Sandblast & Paint Services”**. **Proposals will be opened publicly during the Select Boards regular meeting on 10/21/2024.** The Town will not except late bids.

Questions regarding this request for proposal should be directed to:

townmanager@lyman-me.gov

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

2. SCOPE OF WORK

The loader apparatus is a critical piece of equipment at our Transfer Station, and this project aims to restore and extend its service life. The scope of work includes the following key tasks:

DETAILS:

SANDBLASTING

- **Objective:** Complete removal of all existing paint, rust, and contaminants from the loader surface areas.
- **Requirements:**
 - Use appropriate sandblasting media to avoid damaging the loader apparatus.
 - Ensure all surfaces are thoroughly cleaned and prepared for painting.
 - Dispose of all debris and waste in compliance with environmental regulations.

PAINTING

- **Objective:** Apply a durable, corrosion-resistant paint finish to the loader cab.
- **Requirements:**
 - Apply a primer coat to all exposed metal surfaces post-sandblasting.
 - Apply a minimum of two coats of high-quality salt resistant paint specifically designed for industrial machinery. Provide color choice options for the consumer.
 - Ensure the paint application is smooth, with no visible defects such as runs, sags, or missed areas.

CAB FLOOR REPLACEMENT

- **Objective:** Replace the existing cab floor with a new, durable material that meets or exceeds original equipment specifications.
- **Requirements:**
 - Remove the existing cab floor, ensuring that any underlying structural issues are identified and addressed.
 - Install a new cab floor using materials that are resistant to wear, corrosion, and heavy use.
 - Ensure the installation is secure, with all seams and joints properly sealed.
 - Inspect the completed work to ensure it meets safety and durability standards.
 - Paint the cab floor with a durable corrosion-resistant paint

OTHER DELIVERABLES & QUALIFICATIONS

The Town of Lyman will coordinate appropriate measures for transportation needs of the loader apparatus.

Work should be completed in a reasonable time frame that minimizes equipment downtime. **The bidder must specify the project timeline in the bid proposal.** Project start date is anticipated to be scheduled by October 22nd, 2024.

Bidder shall provide warranty information for materials and workmanship

The selected contractor must be experienced in sandblasting and painting heavy machinery and cab floor replacement for similar equipment.

3. CONDITIONS & INSTRUCTIONS TO BIDDERS

- Bidders shall use the enclosed bid form and submit additional information/credentials attached with bid form.
- Proposals must include separate line-item costs for any or all the items outlined on the proposal form.
- 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. Request for withdrawn must be submitted in writing.
- Proposals will be opened publicly. Bidders or representatives may be present at opening.
- 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.
- Please state **"RFP: Transfer Station – Equipment Sandblast & Paint Services"** on submitted, sealed envelope.
- 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.

4. PRICING

Proposals will clearly state and explain all costs associated with the services provided including lead time and warranty information.

There is no expressed or implied obligation on the part of the Town of Lyman to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in sealed envelopes, addressed to the Town of Lyman, Select Board and plainly marked **"RFP: Transfer Station – Equipment Sandblast & Paint Services"**

Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for opening bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any unsolicited person or firm.

No electronically submitted proposals will be accepted in response to this request.

The Town Manager will serve as the single point of contact for this request. All official communication between the bidder and the Town upon release of this RFP shall be with the Town Manager. Any other communication will be considered unofficial and non-binding on the Town. However, bidders are encouraged to visit the Transfer Station and/or inquire about the scope of work, if necessary, to help submit an accurate bid.

Lindsay Gagne
Town Manager
11 South Waterboro Rd
Lyman, ME 04002
Tel. (207)-247-0642
email: Townmanager@lyman-me.gov

This RFP does not obligate the Town of Lyman to contract for services specified herein.

The Town of Lyman reserves the right to extend a contract for ongoing services without reissuing an RFP.

6. BID PROPOSAL FORM

Due: **October 21st, 2024 by 1:00pm EST.**

To: Town of Lyman, Select Board
RFP: Transfer Station – Equipment Sandblast & Paint Services
11 South Waterboro Rd
Lyman, ME 04002

Contractor shall provide a breakdown of costs, including materials, labor, and any other expenses.

Services/ Materials	Quantity	Price
Total Pricing		

Contractor/Vendor warrants its work as specified below against all defects in materials or workmanship.

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 _____ Website _____

Address _____

Email Address

ITEM #3: (c.) RFP - Assessment Equalization Project

TOWN OF LYMAN

11 So. Waterboro Rd Lyman, ME 04002
Tel: (207)-247-0642 FAX: (207)-499-7563

REQUEST FOR PROPOSALS

LAND & BUILDING COST TABLES UPDATE/ REVALUATION

PROJECT TITLE: Property Assessment Equalization Project

PROPOSAL DUE DATE: October 21st, 2024 by 1:00pm

Sealed bids will be opened on **October 21st, 2024 during the Select Board meeting.**

PROJECT TIMELINE START DATE: July 1, 2025

PROJECT TIMELINE END DATE: April 1, 2026

CONTENTS OF THIS RFP:

1. Introduction
2. Scope of Work
3. Conditions & Instructions to Bidders
4. Pricing
5. Submission of Proposals
6. Bid Proposal Form

1. INTRODUCTION

The Town of Lyman, Maine is undertaking a project to review recent property sales and perform a cost tables update revaluation of all properties in town to raise the Certified Ratio to 100% Market Value per Maine Constitutional requirements. The current declared ratio is 76%. The parcel count for the Town is estimated to be 2950. Project timeline will begin July 1, 2025. The goal is to accomplish an effective assessment date of April 1, 2026.

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 October 21st, 2024 by 1:00pm EST.

Proposals must be addressed to:

Town of Lyman, Select Board
RFP: Property Assessment Equalization Project
11 South Waterboro Rd
Lyman, ME 04002

Please mark sealed proposals plainly "**RFP - Property Assessment Equalization Project**". **Proposals will be opened publicly during the Select Boards regular meeting on October 21st, 2024.** The Town will not except late bids.

Questions regarding this request for proposal should be directed to:

townmanager@lyman-me.gov

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

2. SCOPE OF WORK

It is the express intent that the project shall include but not be limited to:

- Full field review of all sales dating from the period 4/1/2023 to 4/1/2025* to ensure accurate assessing information at the time of sale. (*Time period may adjust to obtain adequate data for analysis.)
- Perform a market analysis and adjust/update all cost tables to reflect just value for all parcels based upon the qualified sales during the period used.
- Arrive at the just value of each parcel with separately expressed land and building values as well as total property values. Appraisals shall be made based on the definition of just value contained in 36 MRSA 701-A.
- Verify values determined and accuracy of data used via field review to ensure methodology established from the sales is consistently applied to the entire population of properties.
- Please provide a separate line item for the pricing of rates and services related to visiting properties that the Assessor has not yet inspected, particularly those that have undergone changes such as new construction, to update property card data.

Requirements:

Each firm responding to this solicitation must address the following items in their proposal:

- A detailed description of the process proposed to be undertaken identifying the key components with the level of effort to be performed at each step.
- Evidence of employment of at least one Certified Maine Assessor.
- List of staff available to serve the Town of Lyman during the process. (*Include Resumes.)
- The selected firm and staff assigned must be proficient in and have proven experience working with TRIO WEB CAMA software.
- Samples of grading and pricing schedules, including land pricing formulas, necessary for revaluations and a reasonable explanation of the proper usage of the grading and pricing schedules.
- Prior to the completion of the revaluation the selected firm will make themselves available to meet with taxpayers and staff to review the new valuations.
- Proposals will include all costs associated with the scope of work including anticipated time needed for meetings with taxpayers to review new valuations. Proposals should also include a daily rate for additional taxpayer meetings if needed.
- All data, files, records, photos, etc. gathered and/or used will be turned over to the Assessor's Office for retention.

3. CONDITIONS & INSTRUCTIONS TO BIDDERS

- Bidders shall use the enclosed bid form and submit additional information/credentials attached with bid form.
- Proposals must include separate line-item costs for any or all the items outlined on the proposal form.
- 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. Request for withdrawn must be submitted in writing.
- Proposals will be opened publicly. Bidders or representatives may be present at opening.
- 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.
- Please state **"RFP - Property Assessment Equalization Project"** on submitted, sealed envelope.
- 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.
- The Contractor will furnish the Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage during the full term of the contract. Upon the Town's acceptance of the Contractor's proposal, a Certificate of Insurance shall be provided to the Town by the Contractor or the Contractor's insurance company before any work is performed. The Contractor's policies shall name the Town of Lyman as an additional insured.
 - **Liability Insurance (Or Commercial Liability):** Contractor shall maintain general liability with a limit of not less than One Million Dollars (\$1,000,000), combined single limit.
 - **Automobile Liability Insurance:** Contractor shall maintain automobile liability insurance with a limit not less than One Million Dollars (\$1,000,000) combined single limit.
 - **Workers' Compensation:** Contractor will maintain workers' compensation in amounts required by Main 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.
- Project timeline start date will begin July 1, 2025 and funds are subject to appropriation by Annual Town Meeting

4. PRICING

Proposals will include all costs associated with the scope of work including anticipated time needed for meetings with taxpayers to review new valuations. Proposals should also include a daily rate for additional taxpayer meetings if needed. The Town is requesting a separate line item for the pricing of rates and services related to visiting properties that the Assessor has not yet inspected, particularly those that have undergone changes such as new construction, to update property card data. Please include this as a separate cost proposal.

The Town of Lyman will not make any advance payments. Invoices for services performed shall be submitted to the Town.

There is no expressed or implied obligation on the part of the Town of Lyman to reimburse bidders for any expenses incurred in preparing or presenting proposals in response to this request.

5. SUBMISSION OF PROPOSALS

All proposals must be submitted in sealed envelopes, addressed to the Town of Lyman, Select Board and plainly marked **"RFP - Property Assessment Equalization Project"**

Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for opening bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened. Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any unsolicited person or firm.

No electronically submitted proposals will be accepted in response to this request.

The Town Manager will serve as the single point of contact for this request. All official communication between the bidder and the Town upon release of this RFP shall be with the Town Manager. Any other communication will be considered unofficial and non-binding on the Town.

Lindsay Gagne
Town Manager
11 South Waterboro Rd
Lyman, ME 04002
Tel. (207)-247-0642
email: Townmanager@lyman-me.gov

This RFP does not obligate the Town of Lyman to contract for services specified herein.

The Town of Lyman reserves the right to extend a contract for ongoing services without reissuing an RFP.

6. BID PROPOSAL FORM

Due: **October 21st, 2024 by 1:00pm EST.**

To: Town of Lyman, Select Board
RFP: Property Assessment Equalization Project
11 South Waterboro Rd
Lyman, ME 04002

The bidder shall provide a detailed breakdown of all project-related costs on a separate form, which must be attached to this RFP Bid Proposal Form.

Please provide a separate line item for the pricing of rates and services related to visiting properties that the Assessor has not yet inspected, particularly those that have undergone changes such as new construction, to update property card data.

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 _____

ITEM #3: (d.) Forestry Updates

LANDOWNER (Town of Lyman) TIMBER SALES AGREEMENT

This agreement is made this _____ day of _____, _____ by and between:

Seller:

Name(s): Town of Lyman
Lindsay Gagne, Town Manager
Address: 11 S Waterboro Rd
Lyman, ME 04002
Tel.#:
Email: townmanager@lyman-me.gov
SS# or Federal ID#:

Purchaser/Buyer:

Name(s): Jones Associates Inc
Address: 280 Poland Spring Road
Auburn, Maine 04210
Tel.# (207) 241-0235
Email: rjones@jonesai.com
SS# or Federal ID#: 01-0462789

(This agreement refers to “Seller” and “Purchaser” throughout. Where more than one Seller or Purchaser is a party to this Agreement, references to “Seller” or “Purchaser”, as applicable, shall mean all Purchasers or Sellers collectively).

The Seller agrees to sell to Purchaser and to allow Purchasers entry upon Sellers’ land, upon the terms and conditions stated below:

I. Property Location / Access / Boundaries

Seller grants to Buyer permission to enter Seller’s land, together with workers and equipment upon the terms and conditions of this Agreement, to harvest forest products from the areas designated by Seller and remove the forest products listed in this Agreement. Buyer agrees to cut and remove the forest products and to pay Seller according to the terms of this Agreement. (Seller to determine adequate level of detail included in Appendix A).

A. Lot Location and Description

Seller’s lands (“the Lots”) subject to this Agreement is located in (town/township/plantation) Lyman, York County, Maine. Multiple Lots as more fully described below:

Map and Lot	Account No.	Address	Acreage (from Town)
03-007	136	Graves Rd	4.73
03-009	138	Graves Rd	1
03-062	222	Old Ben Davis Rd	21
03-063-A	224	Old Ben Davis Rd	26
03-063-B	225	Old Ben Davis Rd	35
03-081	252	Pig Farm Rd	33
03-088	258	Pig Farm Rd	11
04-007-1	2948	Carlisle Brook Rd	27.6
07-036	670	Davis Rd	40
07-037	672	Davis Rd	6.5
07-082	749	Davis Rd	15.6

Designation of Area to be Cut / Survey

Check the appropriate provision(s)

- ☐ The entire Lot is subject to the terms of this Agreement.
- ☒ Only portions of the Lots will be subject to harvest operations.
- ☒ Lots containing shoreland zone and or setbacks from Great Ponds will require additional tree marking and review from the CEO. This work will be charged at time and materials rate. (See Appendix B for survey rates)

B. Marking Boundaries

On land where 10 acres or more is to be harvested, the property owner is by law responsible for clearly marking the property line if the cutting is being done within 200 feet of the property line (Title 14 MRSA ss. 7552A). With respect to this requirement, the parties agree that the responsibility to mark boundary lines, regardless of the acreage of the area to be harvested, shall be met as follows:

Check the appropriate provision if applicable:

- ☐ Seller agrees to be responsible for marking property lines prior to Purchaser's cutting.
- ☒ Purchaser agrees to determine and mark the property lines at Purchaser's costs before commencing harvesting activities. ***If survey is necessary to determine any boundary the cost of that survey will be taken from the proceeds of the Seller at Time and Materials rate.*** (See appendix for survey rates)
- ☐ Less than ten (10) acres will be harvested and/or limits of the cutting area are sufficiently within the interior of the Lot to be more than 200 feet from the nearest property line. Therefore, neither Seller nor Purchaser is obligated under this Agreement to mark boundary lines. Notwithstanding the parties' waiver of any survey requirements under this Agreement, Purchaser shall be responsible for overseeing the cutting operation to ensure that cutting occurs only in the designated areas, and that timber trespass is avoided.

If applicable, Purchaser, in marking the boundaries is relying on the following information provided by Seller: (Identify plans or survey information). N/A

Trees on the boundary line with adjacent landowners shall not be cut.

C. Access

Check appropriate provision:

- ☒ Access will be provided by Seller as indicated below.
- ☐ Access will be arranged by Purchaser as indicated below.

1. Access Provided by Seller

Access from the nearest public way to the designated cutting areas shall be over and upon the Lots, or along access ROW.

2. Access Provided by Purchaser:

Check if appropriate.

☐ Seller does not have legal access to the area to be cut. Purchaser shall be responsible for obtaining such access at Purchaser's cost. Harvesting operations will not proceed until Purchaser has obtained all

necessary licenses, permits or other legally binding permissions from other landowners to travel over their land.

Purchaser's Use of Access: As applicable, Purchaser agrees to abide by the terms, rules and regulations governing Seller's or Purchaser's rights of access to the Lot.

D. Seller's Warranty of Title: Seller is the owner of the Lot and the timber on the Lot with the full authority to sell the timber under the terms of this Agreement. If Seller has designated or obtained access rights over lands of others to be used by Purchaser, Seller hereby assures Purchaser that Purchaser may exercise such rights of access without further grant or permission from the other landowners.

II. Term

Purchaser shall commence harvesting on or about **October 15, 2024** (Upon execution of signed contract by both parties) and shall complete harvesting by **October 15, 2025** unless this contract is terminated as elsewhere provided in this Agreement, or the contract is extended by the parties in writing. Harvesting will take place between 7am and 4pm.

III. Description of Timber to be Cut and Removed

Buyer shall remove and pay for the forest products described on **Appendix A**

Payment shall be made (specific weekly, monthly or other arrangement) within 2 weeks of mill payment at Seller's address specified above for forest products removed, as scaled or measured under the terms below. Legible scale slips shall accompany the payment.

IV. Status of Parties

A. Designated Forester

Name of Seller's forester/agent: Rick Jones
Forester/agent's address: 280 Poland Spring Rd
Auburn, ME 04210
Telephone Number: 241-0235
If Agent is a Maine licensed professional forester, state license number: 733

The Seller's forester/agent shall be the agent of Seller with authority to review and approve forestry activities on the land during the term of this Agreement, and Purchaser agrees to consult with the forester/agent and abide by the forester's/agent's determination and instructions to the Purchaser during all stages of the harvest under this Agreement.

B. Purchaser's Status; Purchaser Responsibilities and Warranties: Notwithstanding any other provisions of this Agreement, no relationship of employer/employee between the Seller and the Purchaser or between the Seller and any agent, employee or Subcontractor of the Purchaser shall be deemed to exist. Purchaser shall select its own employees, agents or subcontractors. Neither the Purchaser nor its employees, agents or subcontractors shall be subject to any orders, selection, supervision or control of the Seller. It is mutually understood and agreed that the Purchaser is deemed to be an independent contractor. Nothing herein contained shall prohibit the Purchaser from contracting to purchase and harvest forest products on land of others. Purchaser warrants and represents that Purchaser does and will employ and utilize the equipment and personnel necessary to perform the harvesting contemplated under this Agreement in a timely manner. Purchaser shall be solely responsible for the acquisition, maintenance, replacement and repair of its equipment, and for the selection, training, supervision, control, direction, compensation, work rules, discipline and termination of its employees or subcontractors. Purchaser warrants and represents that all of its employees will perform in accordance with the requirements of this Agreement when assigned to the work to be performed thereunder. Purchaser will equip and train its employees and subcontractors adequately to perform the required services in a safe, timely and lawful

manner. Purchaser will conduct Purchaser's business to be at all times in full compliance with all requirements of Federal, State, and local law, including applicable common law, statutes and requirements, and including but not limited to the requirements of the federal Fair Labor Standards Act, all federal and State labor and employment laws, federal immigration laws, the workers' compensation laws, federal and state equal employment laws, the Internal Revenue Code and State tax laws and regulations, the unemployment insurance laws, the federal Occupational Safety and Health act of 1970, as amended, and its regulations, state laws pertaining to occupational safety and health, state laws and regulations pertaining to wood harvesting, and any other laws or governmental rules and regulations pertaining to the services to be provided thereunder.

The purchaser will ensure that full timely payment is made:

1. for all employee wages and benefits, fuel and supplies;
2. for the lawful disposal of any regulated or hazardous waste or substance it handles;
3. of any and all contributions or taxes for unemployment insurance, old age retirement benefits, Workers' Compensation or any other such employee entitlements now or hereafter imposed by law.

Purchaser is and will remain in compliance with the Maine Workers Compensation Act and Maine Employment Security Law.

Purchaser agrees to indemnify the Seller from all loss, cost or expense, including defense costs and attorneys fees, arising by reason of the breach of any of these warranties or representation. (Other provisions, if applicable) _____

C. Subcontractors

Purchaser may contract with a third party to perform any part of the harvest operations contemplated under this Agreement without the written consent of Seller. All subcontractors shall be deemed agents of Purchaser for purposes of this Agreement.

V. Forestry Practices

The following are minimum forestry practices applicable to this Agreement. Purchaser will, at Purchaser's sole cost and expense, harvest the designated types of species of wood from the designated cutting areas during the terms of this Agreement in accordance with the accepted principles of professional forestry, the Maine Forest Practices Act and rules and regulations promulgated under 12 M.R.S.A., Chapter 805, Subchapter III-A, and the following agreed standards of performance.

A. Harvest Notification

Before Purchaser begins harvesting operations, the party designated below shall notify the Maine Bureau of Forestry, as required under Title 12, ss 8883 of the Maine Revised Statutes.

- () Seller
() Purchaser
(X) Other designated agent (specify) Forester _____

The party indicated above shall retain a copy of the notification form and, unless otherwise specified below, shall be responsible for reporting harvest information in compliance with Maine law. If Purchaser or a designated agent other than the Seller has the responsibility of filing such harvest reports, the person responsible for such filings shall provide copies of the reports to Seller at the time they are submitted to the Maine Forest Service.

B. Scaling

All wood meeting the specifications of the parties as set forth on Paragraph III of this agreement shall be measured as specified below.

Volume or Weight Scales

Check appropriate item:

- ☒ Sales of volume shall be measured in standard cords, board feet, tons, or pounds in accordance with the Wood Measurement Rules (**see appendix A**).
- ☒ The parties agree that weight measurement, in accordance with the Wood Measurement Rules, may be used.

Sale of Tree Length Wood

Check appropriate box:

- ☐ Butt measure shall be the standard method for measurement of tree length wood, purchased under this agreement.
- ☒ The parties agree that the following method of measurement may be used, rather than butt measure, for tree length wood:
Weight _____

Log Length Stems (partial bole sections of tree length material)

Log length shall be measured as follows:

- ☒ International 1/4 Inch Log Rule shall apply.
- ☐ other (identify) _____

Scaling of products, including scaling procedures and scaling records, shall be carried out and maintained in accordance with the directions of Seller. In the event that scaling is done on the Lot at harvesting site, it shall be done by a person or persons acceptable to Seller (who shall in any event be State licensed scalers) and the cost of scaling shall be paid by Purchaser.

In the event that scaling of products is done off premises, it shall be done in a mill yard or at such a place as is acceptable to Seller.

Reports of volume (legible stumpage sheets, measurement tally sheets or the like) shall be provided in full to Seller on a monthly basis by Buyer as wood is delivered to receiving mill.

Further, Purchaser shall forward a monthly report showing in full, the volumes for all wood products hauled from the Lot. Such volume reports will include the following:

- ☒ the name of the harvest contractor or subcontractor
- ☒ date and time of loading
- ☒ produce type and species
- ☒ mill of destination
- ☒ the name of the hauler

C. Utilization Requirements

1. Harvesting shall proceed in an orderly manner from the back of the lot to the front, or in an equivalent manner which will ensure completion of cutting in all areas designated for harvest. Only wood designated by the Seller/Seller's agent shall be harvested.
2. All marked or otherwise designated wood, including defective trees, must be cut.

3. Stump heights shall not exceed six (6) inches, except where obvious obstacles, problems with terrain, swell of roots, or similar hindrances do not permit such a low cut. Snow shall be removed as necessary to comply with this requirement.
4. All trees are to be limbed and cut off at the top end so that no part of any felled trees which will make merchantable product shall be left in the woods unutilized.
5. Small end diameter shall not be less than the minimums specified below for the indicated types of wood and product. All pulp 4"; All hardwood logs 8"; all softwood logs 8"
6. Skidding. Outside of areas designated for clear cutting and landings, insofar as ground conditions permit, trees shall not be skidded against residual or reproduction trees.

D. Condition of Roads

Purchaser agrees, at its own expense, to construct roads, and skidder trails in accordance with the appropriate rules of the Maine Land Use Regulation Commission and / or the Department of Environmental Protection, and any municipal ordinances.

Purchaser agrees to maintain and leave any existing access roads in the same or better condition than when harvesting began. The cleared size of landings shall not exceed that needed for safe and efficient skidding and loading operations.

E. Transportation Facilities

Purchaser may construct and maintain roads, bridges and other access appurtenances as needed for harvesting. The location and clearing widths of all haul roads and landings constructed by Purchaser shall be agreed to between Purchaser and Seller. Such Agreement shall be by written memorandum before construction is started. Purchaser is responsible for the removal of all access appurtenances needed for timber removal at Seller's request or when the terms expire.

Check appropriate provision:

 x Purchaser is authorized to cut and use timber for construction, without charge, for forest product transportation facilities located on Seller's Lot. Unmerchantable timber shall be used for such facilities to the extent practicable.

 Timber cut from the Lot by Purchaser and used in construction of transportation facilities, including road construction, shall be paid for by Purchaser at the rates applicable under this agreement.

F. Slash

Purchaser shall be responsible for disposing of all slash resulting from harvesting operations, so that none shall remain on the ground within twenty-five (25) feet of the adjoining property lines. For purposes of this paragraph, adjoining property lines shall include, in addition to land of third parties, the boundaries of railroad rights of way, and electric power, telephone, pipeline and other utility easements. Purchaser shall also remove all slash at a distance of fifty (50) feet from the bounds of any adjoining highways or public ways.

Purchaser shall not place, deposit or discharge, directly or indirectly into any inland or tidal waters, or on the ice or banks of such waters, any materials resulting from the harvest of forest products (including slabs, sawdust, shavings, chips, bark, or other forest products refuse) in such a manner that they may fall or be washed into such waters or in a manner which would allow drainage from such deposits to flow or leach into such waters.

G. Litter / Pollution Avoidance

Purchaser shall not discard or otherwise dispose of litter on the property of Seller or any private property, into waters of the State or on ice of such waters, or upon any adjacent highway or public way, and shall be responsible for off site disposal of garbage and refuse generated by forest operations in a lawful manner. For purposes of this paragraph, litter means all waste materials, including bottles, cans, machine parts and equipment, junk, paper, garbage and similar refuse, but shall not include the wastes of the primary processes of forest product harvesting, such as sawdust and slash.

H. Fire Suppression

Purchaser shall comply with all forest fire suppression laws of the State of Maine.

I. General Compliance with Forestry, Land Use and Environmental Laws

Without limiting the scope of the preceding paragraphs, Purchaser shall comply with all laws, ordinances and regulations of the municipality where the Lot is located (if the township is organized), the State of Maine and of the United States relating to timber cutting; removal and disposal of slash, debris and litter; construction of roads, trails and landings; protection of streams, rivers and other waters of the State of Maine; soil erosion; and all other laws, regulations and ordinances pertaining to forest product harvest operations and their effect on the environment and land use, including but not limited to, the applicable standards of the Maine Land Use Regulatory Commission and rules and regulations established thereby and forest regeneration and clear-cutting standards of the Bureau of Forestry, Department of Conservation of the State of Maine adopted under the Maine Forest Practices Act. Best Management Practices as published in Erosion and Sedimentation Handbook for Maine Timber Harvesting Operations will be implemented.

Purchaser warrants that Purchaser will promptly notify Seller and Seller's agent on any occasion on which Purchaser may be cited for a violation of laws governing the harvest operation.

VI. Default/Enforcement of Obligations

Upon the occurrence of any event of default by Purchaser, Seller may, at any time thereafter, do any or all or any combination of the following:

- A. Seller reserves the right, for good cause, to halt Purchaser's harvest operations and terminate this Agreement, if in the opinion of Seller or Seller's Designated Forester/Agent, the Purchaser is breaching the terms and conditions of this Agreement.
- B. Enter into the Lot and take possession of all forest products remaining on the Lot
- C. Require Purchaser to give an accounting of all forest products hauled from the Lot or yarded thereon.
- D. Require Purchaser to pay stumpage at rates and scales specified in this Agreement for all merchantable material left in the woods or wasted in stumps or tops.
- E. To grant other permits to third parties to complete the harvesting specified in this Agreement in the event of termination of this agreement or for unexcused harvesting stumpage by Purchaser.
- F. Take corrective action as Seller deems necessary to abate erosion or damage to the Lot and to remove slash, litter and abandoned property of Purchaser, at Purchaser's cost.
- G. Enjoin any activity of Purchaser in default of this Agreement, and/or seek any other judicial or administrative remedy available to Seller at law or in equity

Upon the termination or completion of this Agreement, Seller or Agent may examine the Lot and any access road, and report to Purchaser any failure on the part of the Purchaser to comply with the conditions, terms and specifications of this Agreement.

VII. Insurance

Purchaser shall provide and maintain during the term of this Agreement insurance as follows:

A. Workers' Compensation and Employer's Liability Insurance Workers' Compensation Insurance covering all its employees and any others performing work related to this Agreement, with the coverage set forth in Maine statutes, and Employer's Liability Insurance covering all such persons; and
B. Public Liability and Property Damage Insurance Public Liability and Property Damage Insurance to protect against claims for damages for bodily injury, including personal injury to or destruction of property which may arise from operations performed under this Agreement. The minimum amounts of such insurance shall be as follows: Bodily Injury Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate, unless another amount is specified here: Property Damage Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate, unless another amount is specified here

VIII. Indemnity

Purchaser shall indemnify and hold Seller and Seller's forester, agents, and employees from and against any and all manner of claims, suits, fines, penalties and expenses incurred by Seller, and/or Seller's forester, agents and employees arising or allegedly arising out of the performance of this Agreement by Purchaser and Purchaser's agents, employees, contractors or invitees or on account of Purchaser's use of the Lot or its access. In the event Seller shall be forced to resort to legal action to enforce any provision of this Agreement or to defend against claims or actions resulting from Purchaser's performance under this Agreement, Purchaser shall be responsible for all Seller's costs, including reasonable attorney and paralegal fees and court costs, and the cost of any professional services necessary for the determination of fault or the scope of Purchaser's non-compliance with this Agreement. Purchaser's agreement to hold Seller harmless under this paragraph shall survive the termination or expiration of this Agreement.

IX. Assignment

Purchaser shall not assign this Agreement without Seller's prior consent in writing.

Entire Agreement

This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in this Agreement. No consent or waiver, expressed or implied by the Seller to or of any breach of any obligations of Purchaser under this Agreement shall be construed as a consent or waiver to or of any other breach of such obligations. This Agreement may be amended only by writing signed by the Seller and Purchaser, and deny other person against whom enforcement of this Agreement is sought. The parties have subscribed their names to this Agreement, agreeing to be bound by it, as of the date stated on the first page of this Agreement.

SELLER

Lindsay Gagne, Lyman Town Manager

PURCHASER

Richard Jones, JAI Forester

Appendix A – Landowner Agreement between JAI and Town of Lyman

STUMPAGE PRICES -Town of Lyman Lots

LOGS (MBF)

Pine Grade Logs	\$ 144.00
Pine Pallet	\$ 28.00
Hemlock	\$ 36.00
Hardwood Mat	\$ 160.00
HW Grade Logs (cut, processed, trucked) mill price less operating cost	\$ 212.00

PULP (TON)

Pine/softwood	\$ 0.80
Hemlock	\$ 0.80
Mixed Hardwood	\$ 6.40

CHIPS (TON)	\$ 0.80
-------------	---------

FIREWOOD (CORD)	\$ 20.00
-----------------	----------

Appendix B – Jones Associates, Inc.

2024 Rates

Staff Hourly Rate

Principal/Forester.....	\$120.00 / hour
Forester	\$100.00 / hour
Forest Technician	\$65.00 / hour
Surveyor	\$130.00 / hour
Survey/CADD Technician	\$90.00 / hour





Equipment Rates

Surveyor with Instrument	\$160.00 / hour
Surveyor & Technician with Instrument	\$240.00 / hour
Survey Technician with Instrument	\$130.00 / hour
Mileage	\$0.58 / mile

NOTES:

1. NOT A BOUNDARY SURVEY. TAX MAP PROPERTY LINES DIGITIZED FROM A PDF MAP ENTITLED "PROPERTY MAPS: TOWN OF LYMAN, MAINE" PREPARED BY JAMES H. THOMAS, GISSOLUTIONS OF MAINE, AND DATED APRIL 1, 2012.
2. SURVEYED PROPERTY LINE OF LOT 62 BASED ON A PLAN ENTITLED "STANDARD BOUNDARY SURVEY FOR NINA WARD, 36B MAIN STREET, KENNEBUNK, MAINE" DATED DECEMBER 2001 BY SURVEY, INC., P.O. BOX 210, WINDHAM, ME 04062.
3. TRAIL GEolocATED USING SUB-METER GPS ON 10/3/24.

LEGEND

	SURVEYED BOUNDARY LINE
	TAX MAP PROPERTY LINE
	EASEMENT
	STONE WALL

PLAN TITLE: **MAP 3 LOTS 62 & 63A
WITH SKETCHED EASEMENT
LYMAN TOWN LOTS
LYMAN, MAINE**

PREPARED FOR: **TOWN OF LYMAN
11 S. WATERBORO RD
LYMAN, ME 04002**

PREPARED BY:
**JONES
ASSOCIATES INC.**
Foresters, Surveyors And
Environmental Consultants



280 POLAND SPRING ROAD, AUBURN, MAINE 04210
(207) 241-0235

PLAN DATE:
OCTOBER 16, 2024

SCALE: 1" = 200'

PROJ. #: 23-060LY

N/F
CHRISTOPHER HAWES
12950-232
PARCEL 2
MAP 07 LOT 103-2A

N/F
**NICOLE A. EON & JOSHUA
R. EON**
18496/728
MAP 03 LOT 61

**LOT 62
±21 AC**
N/F
TOWN OF LYMAN

**LOT 63A
±26 AC**
N/F
TOWN OF LYMAN

TRAIL LOCATED BY D.
FORBES ON 10/3/24
USING LEICA GPS UNIT

EASEMENT

APPROX.
CEMETERY
LOCATION

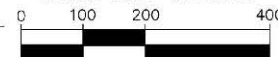
ACCESS ROAD TO
CHRISTOPHER HAWES AND
LOCUS PARCEL. EASEMENT
TO OLD BEN DAVIS ROAD
BENEFITING LOCUS PARCEL
RESERVED IN 9848/301

OLD BEN DAVIS ROAD

Access

Potential Easement/ ROW area

GRAPHIC SCALE



1 inch = 200 ft.

LEGEND

SUBJECT DOCUMENT LINE
FIRST EIGHT OF INT LINE

RELINE

NOV OF FORMULARY

DEED BOOK PAGE REFERENCE

TAX MAP AND LOT NUMBER

BLAZED TRAIL

GRANITE MONUMENT FOUND

HOV PER-100/REMARK FOUND

1/2" REMARK W/ CAP TO BE SET

UTILITY POLE

SERIAL MANHOLE

DRAIN MANHOLE

WATER MANHOLE

WATER SHUTOFF

WATER VALVE

WELL

N/T

000/000

000-000

Q

1/4" PIP

1/2" PIP

3/4" PIP

1" PIP

2" PIP

3" PIP

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7536" PIP

756

[illegible]

REVISIONS			BY	CHK
NO.	DATE	DESCRIPTION		
1.	6/24/2022	UPDATED PREPARED FOR ZIPCODE	J.D	MH
2	9/19/2022	REVISED RIGHT-OF-WAY TO OLD BEN DAVIS RD	MH	MH

PREPARED FOR: JASON BEATHIE

JASON BEAULIEU
48 BEAULIEU LANE
ARUNDEL - MAINE 04046

PREPARED BY:	RECORD OWNERS:
--------------	----------------

JONES
GRAVEL INDUSTRIES INC.
45 BERRY ROAD

JOHN
ASSOCIATES INC.

Forests, Nations And
Environmental Consultants

PLAN DATE:

6/13/2022

SCALE: 1"=200'

280 N. OLAN SPRING ROAD, AUBURN, MAINE 04202

DATE: 11-20-04

A circular professional seal for a land surveyor. The outer ring contains the text "STATE OF MAINE" at the top and "LAND SURVEYOR" at the bottom, separated by two stars. The inner circle contains the name "MICHAEL A. HARTMAN" and the number "NO. 2433".

CERTIFICATION:

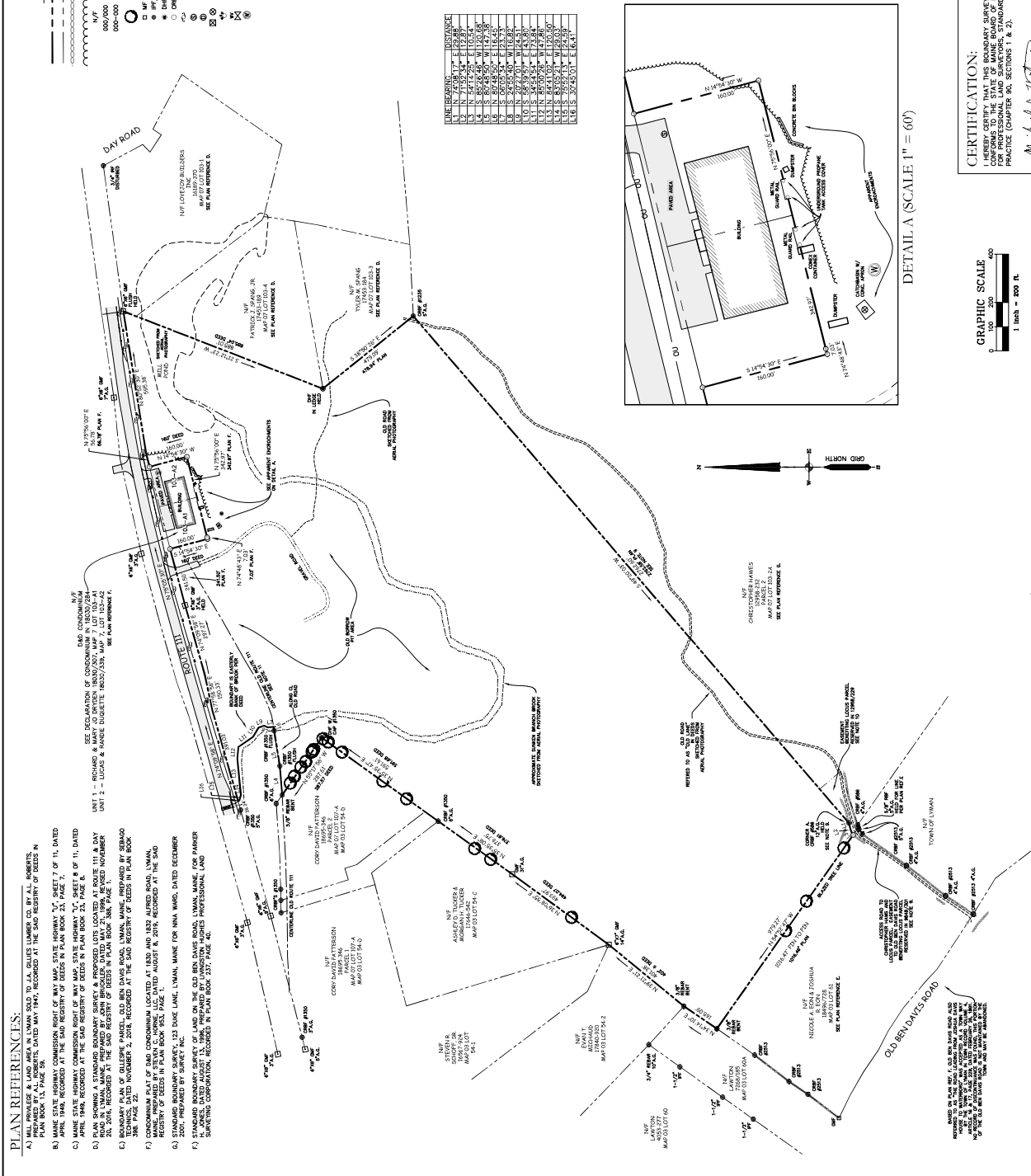
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY

CONFORMS TO THE STATE OF MAINE BOARD OF LICENSED PROFESSIONAL LAND SURVEYORS, STANDARDS OF PRACTICE (CHAPTER 90, SECTIONS 1 & 2)

PRACTICE (CHAPTER 80, SECTIONS 1 & 2).

Michael A. Hartman

MICHAEL A. HARTMAN, P.L.S. #2433
FOR JONES ASSOCIATES INC.



FLOODPLAIN MANAGEMENT ORDINANCE

FOR THE

TOWN OF LYMAN, MAINE

ENACTED: _____
Date

EFFECTIVE: _____
Date

CERTIFIED BY: _____
Signature

CERTIFIED BY: _____
Print Name

Title

Affix Seal

FLOODPLAIN MANAGEMENT ORDINANCE

CONTENTS

ARTICLE	PAGE
I. PURPOSE AND ESTABLISHMENT.....	2
II. PERMIT REQUIRED.....	2
III. APPLICATION FOR PERMIT	2
IV. APPLICATION FEE AND EXPERT'S FEE.....	4
V. REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS	4
VI. DEVELOPMENT STANDARDS	5
VII. CERTIFICATE OF COMPLIANCE	11
VIII. REVIEW OF SUBDIVISIONS AND DEVELOPMENT PROPOSALS	11
IX. APPEALS AND VARIANCES.....	12
X. ENFORCEMENT AND PENALTIES	14
XI. VALIDITY AND SEVERABILITY	14
XII. CONFLICT WITH OTHER ORDINANCES.....	14
XIII. DEFINITIONS.....	15
XIV. ABROGATION	19
XV. DISCLAIMER OF LIABILITY.....	19

DRAFT

ARTICLE I - PURPOSE AND ESTABLISHMENT

Certain areas of the Town of Lyman, Maine are subject to periodic flooding, causing serious damages to properties within these areas. Relief is available in the form of flood insurance as authorized by the National Flood Insurance Act of 1968.

Therefore, the Town of Lyman, Maine has chosen to become a participating community in the National Flood Insurance Program and agrees to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended) as delineated in this Floodplain Management Ordinance.

It is the intent of the Town of Lyman, Maine to require the recognition and evaluation of flood hazards in all official actions relating to land use in the floodplain areas having special flood hazards.

The Town of Lyman has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to Title 30-A MRSA, Sections 3001-3007, 4352, 4401-4407, and Title 38 MRSA, Section 440.

The National Flood Insurance Program, established in the aforesaid Act, provides that areas of the Town of Lyman having a special flood hazard be identified by the Federal Emergency Management Agency and that floodplain management measures be applied in such flood hazard areas. This Ordinance establishes a Flood Hazard Development Permit system and review procedure for development activities in the designated flood hazard areas of the Town of Lyman, Maine.

The areas of special flood hazard, Zones A, AE, and AH for the Town of Lyman, York County, Maine, identified by the Federal Emergency Management Agency in a report entitled "Flood Insurance Study – York County, Maine," dated July 17, 2024, with accompanying "Flood Insurance Rate Map" dated July 17, 2024, are hereby adopted by reference and declared to be a part of this Ordinance.

ARTICLE II - PERMIT REQUIRED

The Code Enforcement Officer shall be designated as the local Floodplain Administrator. The Floodplain Administrator shall have the authority to implement the commitment made to administer and enforce the requirements for participation in the National Flood Insurance Program.

Before any construction or other development (as defined in Article XIII), including the placement of manufactured homes, begins within any areas of special flood hazard established in Article I, a Flood Hazard Development Permit shall be obtained from the Code Enforcement Officer. This permit shall be in addition to any other permits which may be required pursuant to the codes and ordinances of the Town of Lyman, Maine.

ARTICLE III - APPLICATION FOR PERMIT

The application for a Flood Hazard Development Permit shall be submitted to the Code Enforcement Officer and shall include:

- A. The name, address, and phone number of the applicant, owner, and contractor;
- B. An address and a map indicating the location of the construction site;
- C. A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions;

- D. A statement of the intended use of the structure and/or development;
 - E. A statement of the cost of the development including all materials and labor;
 - F. A statement as to the type of sewage system proposed;
 - G. Specification of dimensions of the proposed structure and/or development;
- [Items H-K.2. apply only to new construction and substantial improvements.]
- H. The elevation in relation to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or to a locally established datum in Zone A only, of the:
 - 1. base flood at the proposed site of all new or substantially improved structures, which is determined:
 - a. in Zone AE from data contained in the "Flood Insurance Study - York County, Maine," as described in Article I; or,
 - b. in Zone A:
 - (1) from any base flood elevation data from federal, state, or other technical sources (such as FEMA's Quick-2 model, FEMA 265), including information obtained pursuant to Article VI.M. and VIII.D.; or,
 - (2) in the absence of all data described in Article III.H.1.b.(1), information to demonstrate that the structure shall meet the elevation requirement in Article VI.H.2.b., Article VI.I.2.a. or b., or Article VI.J.2.b.
 - 2. highest and lowest grades at the site adjacent to the walls of the proposed building;
 - 3. lowest floor, including basement; and whether or not such structures contain a basement;
 - 4. lowest machinery and equipment servicing the building; and,
 - 5. level, in the case of non-residential structures only, to which the structure will be floodproofed.
 - I. A description of an elevation reference point established on the site of all developments for which elevation standards apply as required in Article VI;
 - J. A written certification by:
 - 1. a Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
 - 2. a Professional Land Surveyor, registered professional engineer or architect that the base flood elevation shown on the application is accurate.
 - K. The following certifications as required in Article VI by a registered professional engineer or architect:

1. a Floodproofing Certificate (FEMA Form FF-206-FY-22-153, as amended), to verify that the floodproofing methods for any non-residential structures will meet the floodproofing criteria of Article VI.I.; and other applicable standards in Article VI;
 2. a Hydraulic Openings Certificate to verify that engineered hydraulic openings in foundation walls will meet the standards of Article VI.N.2.a.;
 3. a certified statement that bridges will meet the standards of Article VI.O.;
 4. a certified statement that containment walls will meet the standards of Article VI.P.
- L. A description of the extent to which any water course will be altered or relocated as a result of the proposed development; and,
- M. A statement of construction plans describing in detail how each applicable development standard in Article VI will be met.

ARTICLE IV - APPLICATION FEE AND EXPERT'S FEE

A nonrefundable application fee of \$25 for minor development or \$50 for new construction or substantial improvements shall be paid to the City/Town Clerk and a copy of a receipt for the same shall accompany the application.

An additional fee may be charged if the Code Enforcement Officer, Planning Board, and/or Board of Appeals needs the assistance of a professional engineer or other expert. The expert's fee shall be paid in full by the applicant within 10 days after the town submits a bill to the applicant. Failure to pay the bill shall constitute a violation of the ordinance and be grounds for the issuance of a stop work order. An expert shall not be hired by the municipality at the expense of an applicant until the applicant has either consented to such hiring in writing or been given an opportunity to be heard on the subject. An applicant who is dissatisfied with a decision to hire expert assistance may appeal that decision to the Board of Appeals.

ARTICLE V - REVIEW STANDARDS FOR FLOOD HAZARD DEVELOPMENT PERMIT APPLICATIONS

The Code Enforcement Officer shall:

- A. Review all applications for the Flood Hazard Development Permit to assure that proposed developments are reasonably safe from flooding and to determine that all pertinent requirements of Article VI (Development Standards) have been, or will be met;
- B. Utilize, in the review of all Flood Hazard Development Permit applications:
 1. the base flood and floodway data contained in the "Flood Insurance Study - York County, Maine," as described in Article I;
 2. in special flood hazard areas where base flood elevation and floodway data are not provided, the Code Enforcement Officer shall obtain, review, and reasonably utilize any base flood elevation and floodway data from federal, state, or other technical sources, including information obtained pursuant to Article III.H.1.b.(1); Article VI.M.; and Article VIII.D., in order to administer Article VI of this Ordinance; and,

3. when the community establishes a base flood elevation in a Zone A by methods outlined in Article III.H.1.b.(1), the community shall submit that data to the Maine Floodplain Management Program.
- C. Make interpretations of the location of boundaries of special flood hazard areas shown on the maps described in Article I of this Ordinance;
 - D. In the review of Flood Hazard Development Permit applications, determine that all necessary permits have been obtained from those federal, state, and local government agencies from which prior approval is required by federal or state law, including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1344;
 - E. Notify adjacent municipalities, the Department of Environmental Protection, and the Maine Floodplain Management Program prior to any alteration or relocation of a water course and submit copies of such notifications to the Federal Emergency Management Agency;
 - F. If the application satisfies the requirements of this Ordinance, approve the issuance of one of the following Flood Hazard Development Permits based on the type of development:
 1. A two part Flood Hazard Development Permit for elevated structures. Part I shall authorize the applicant to build a structure to and including the first horizontal floor only above the base flood level. At that time the applicant shall provide the Code Enforcement Officer with an “under construction” Elevation Certificate completed by a Professional Land Surveyor based on the Part I permit construction for verifying compliance with the elevation requirements of Article VI, paragraphs H., I., or J. Following review of the Elevation Certificate data, which shall take place within 72 hours of receipt of the application, the Code Enforcement Officer shall issue Part II of the Flood Hazard Development Permit. Part II shall authorize the applicant to complete the construction project; or,
 2. A Flood Hazard Development Permit for Floodproofing of Non-Residential Structures that are new construction or substantially improved non-residential structures that are not being elevated but that meet the floodproofing standards of Article VI.I.1. The application for this permit shall include a Floodproofing Certificate signed by a registered professional engineer or architect; or,
 3. A Flood Hazard Development Permit for Minor Development for all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. Minor development also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.
 - G. Maintain, as a permanent record, copies of all Flood Hazard Development Permit Applications, corresponding Permits issued, and data relevant thereto, including reports of the Board of Appeals on variances granted under the provisions of Article IX of this Ordinance, and copies of Elevation Certificates, Floodproofing Certificates, Certificates of Compliance, and certifications of design standards required under the provisions of Articles III, VI, and VII of this Ordinance.

ARTICLE VI - DEVELOPMENT STANDARDS

All developments in areas of special flood hazard shall meet the following applicable standards:

A. **All Development** - All development shall:

1. be designed or modified and adequately anchored to prevent flotation (excluding piers and docks), collapse, or lateral movement of the development resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. use construction materials that are resistant to flood damage;
3. use construction methods and practices that will minimize flood damage; and,
4. use electrical, heating, ventilation, plumbing, and air conditioning equipment, and other service facilities, that are designed and/or located so as to prevent water from entering or accumulating within the components during flooding conditions.

B. **Water Supply** - All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems.

C. **Sanitary Sewage Systems** - All new and replacement sanitary sewage systems shall be designed and located to minimize or eliminate infiltration of flood waters into the system and discharges from the system into flood waters.

D. **On Site Waste Disposal Systems** - On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during floods.

E. **Watercourse Carrying Capacity** - All development associated with altered or relocated portions of a watercourse shall be constructed and maintained in such a manner that no reduction occurs in the flood carrying capacity of the watercourse.

F. **Utilities** - New construction or substantial improvement of any structure (including manufactured homes) located within Zones A, AE, and AH shall have the bottom of all electrical, heating, plumbing, ventilation and air conditioning equipment, permanent fixtures and components, HVAC ductwork and duct systems, and any other utility service equipment, facilities, machinery, or connections servicing a structure, elevated to at least one foot above the base flood elevation.

G. **Physical Changes to the Natural Landscape** - Certain development projects, including but not limited to, retaining walls, sea walls, levees, berms, and rip rap, can cause physical changes that affect flooding conditions.

1. All development projects in Zone AE that cause physical changes to the natural landscape shall be reviewed by a Professional Engineer to determine whether or not the project changes the base flood elevation, zone, and/or the flood hazard boundary line.
2.
 - a. If the Professional Engineer determines, through the use of engineering judgement, that the project would not necessitate a Letter of Map Revision (LOMR), a certified statement shall be provided.
 - b. If the Professional Engineer determines that the project may cause a change, a hydrologic and hydraulic analysis that meets current FEMA standards shall be performed.

3. If the hydrologic and hydraulic analysis performed indicates a change to the base flood elevation, zone, and/or the flood hazard boundary line, the applicant may submit a Conditional Letter of Map Revision (C-LOMR) request to the Federal Emergency Management Agency for assurance that the as-built project will result in a change to the Flood Insurance Rate Map. Once the development is completed, a request for a Letter of Map Revision (LOMR) shall be initiated.
4. If the hydrologic and hydraulic analysis performed show a change to the base flood elevation, zone, and/or the flood hazard boundary line, as soon as practicable, but no later than 6 months after the completion of the project, the applicant shall submit the technical data to FEMA in the form of a Letter of Map Revision request.

H. Residential - New construction or substantial improvement of any residential structure located within:

1. Zone AE and AH shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation.
2. Zone AH shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.
3. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; or Article VIII.D.; or,
 - b. in the absence of all data described in Article VI.H.3.a., to at least two feet above the highest adjacent grade to the structure.

I. Non-Residential - New construction or substantial improvement of any non-residential structure located within:

1. Zone AE and AH shall have the lowest floor (including basement) elevated to at least one foot above the base flood elevation, or together with attendant utility and sanitary facilities shall:
 - a. be floodproofed to at least one foot above the base flood elevation so that below that elevation the structure is watertight with walls substantially impermeable to the passage of water;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - b. be certified by a registered professional engineer or architect that the floodproofing design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K. and shall include a record of the elevation above mean sea level to which the structure is floodproofed.
2. Zone AH shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.

3. Zone A shall have the lowest floor (including basement) elevated:
 - a. to at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; Article VIII.D.; or,
 - b. in the absence of all data described in Article VI.I.3.a., to at least two feet above the highest adjacent grade to the structure; or,
 - c. together with attendant utility and sanitary facilities meet the floodproofing standards of Article VI.I.1.a., b., and c.

J. Manufactured Homes - New or substantially improved manufactured homes located within:

1. Zone AE and AH shall:
 - a. be elevated such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation;
 - b. be on a permanent foundation, which may be poured masonry slab or foundation walls, with hydraulic openings, or may be reinforced piers or block supports, any of which support the manufactured home so that no weight is supported by its wheels and axles; and,
 - c. be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to:
 - (1) over-the-top ties anchored to the ground at the four corners of the manufactured home, plus two additional ties per side at intermediate points (manufactured homes less than 50 feet long require one additional tie per side); or by,
 - (2) frame ties at each corner of the home, plus five additional ties along each side at intermediate points (manufactured homes less than 50 feet long require four additional ties per side).
 - (2) All components of the anchoring system described in Article VI.J.1.c.(1) & (2) shall be capable of carrying a force of 4800 pounds.
2. Zones AH shall have adequate drainage paths around structures on slopes, to guide floodwater away from the proposed structures.
3. Zone A shall:
 - a. be elevated on a permanent foundation, as described in Article VI.J.1.b., such that the lowest floor (including basement) of the manufactured home is at least one foot above the base flood elevation utilizing information obtained pursuant to Article III.H.1.b.(1); Article V.B.; Article VIII.D.; or,
 - b. in the absence of all data as described in Article VI.J.3.a., to at least two feet above the highest adjacent grade to the structure; and,
 - c. meet the anchoring requirements of Article VI.J.1.c.

K. Recreational Vehicles - Recreational Vehicles located within:

1. Zones A, AE, and AH shall either:
 - a. be on the site for fewer than 180 consecutive days; and,
 - b. be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or,
 - c. be permitted in accordance with the elevation and anchoring requirements for "manufactured homes" in Article VI.J.1.

L. Accessory Structures - New construction or substantial improvement of Accessory Structures, as defined in Article XIII, shall be exempt from the elevation criteria required in Article VI.H. & I. above, if all other requirements of Article VI and all the following requirements are met.

1. Accessory Structures located in Zones A, AE, and AH shall:
 - a. meet the requirements of Article VI.A.1. through 4., as applicable;
 - c. be limited in size to a one-story two car garage;
 - c. have unfinished interiors and not be used for human habitation;
 - d. have only ground fault interrupt electrical outlets. The electric service disconnect shall be located above the base flood elevation and, when possible, outside the Special Flood Hazard Area.
 - e. be located outside the floodway;
 - f. when possible, be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters and be placed further from the source of flooding than is the primary structure; and,
 - g. have hydraulic openings, as specified in Article VI.N.2., in at least two different walls of the accessory structure.

M. Floodways -

1. In Zone AE riverine areas, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted within a regulatory floodway which is designated on the community's Flood Insurance Rate Map, unless a technical evaluation certified by a registered professional engineer is provided demonstrating that such encroachments will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. In Zones A and AE riverine areas for which no regulatory floodway is designated, encroachments, including fill, new construction, substantial improvement, and other development shall not be permitted in the floodway as determined in Article VI.M.3. unless a technical evaluation certified by a registered professional engineer is provided demonstrating

that the cumulative effect of the proposed development, when combined with all other existing development and anticipated development:

- a. will not increase the water surface elevation of the base flood more than one foot at any point within the community; and,
 - d. is consistent with the technical criteria contained in FEMA's guidelines and standards for flood risk analysis and mapping.
3. In Zones A and AE riverine areas, for which no regulatory floodway is designated, the regulatory floodway is determined to be the channel of the river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain as measured from the normal high water mark to the upland limit of the floodplain.

N. **Hydraulic Openings/Flood Vents** - New construction or substantial improvement of any structure in Zones A, AE, and AH, that meets the development standards of Article VI, including the elevation requirements of Article VI, paragraphs H., I., or J. and is elevated on posts, columns, piers, piles, or crawlspaces may be enclosed below the base flood elevation requirements provided all the following criteria are met or exceeded:

1. Enclosed areas are not "basements" as defined in Article XIII;
2. Enclosed areas shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood water. Designs for meeting this requirement must either:
 - a. be engineered and certified by a registered professional engineer or architect; or,
 - b. meet or exceed the following minimum criteria:
 - (1) a minimum of two openings having a total net area of not less than one square inch for every square foot of the enclosed area;
 - (2) the bottom of all openings shall be below the base flood elevation and no higher than one foot above the lowest grade; and,
 - (3) openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the entry and exit of flood waters automatically without any external influence or control such as human intervention, including the use of electrical and other non-automatic mechanical means;
3. The enclosed area shall not be used for human habitation; and,
4. The enclosed areas are usable solely for building access, parking of vehicles, or storage.

O. **Bridges** - New construction or substantial improvement of any bridge in Zones A, AE, and AH shall be designed such that:

1. when possible, the lowest horizontal member (excluding the pilings or columns) is elevated to at least one foot above the base flood elevation; and,
2. a registered professional engineer shall certify that:

- a. the structural design and methods of construction shall meet the elevation requirements of this section and the floodway standards of Article VI.M.; and,
- b. the foundation and superstructure attached thereto are designed to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all structural components. Water loading values used shall be those associated with the base flood.

P. Containment Walls - New construction or substantial improvement of any containment wall located within:

- 1. Zones A, AE, and AH shall:
 - a. have the containment wall elevated to at least one foot above the base flood elevation;
 - b. have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and,
 - c. be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section. Such certification shall be provided with the application for a Flood Hazard Development Permit, as required by Article III.K.
- 2. Zones AH shall have adequate drainage paths around containment walls on slopes, to guide floodwater away from the proposed walls.

Q. Wharves, Piers, and Docks - New construction or substantial improvement of wharves, piers, and docks are permitted in Zones A, AE, and AH, in and over water, and shall comply with all applicable local, state, and federal regulations.

ARTICLE VII - CERTIFICATE OF COMPLIANCE

No land in a special flood hazard area shall be occupied or used and no structure which is constructed or substantially improved shall be occupied until a Certificate of Compliance is issued by the Code Enforcement Officer subject to the following provisions:

- A. For New Construction or Substantial Improvement of any elevated structure the applicant shall submit to the Code Enforcement Officer an Elevation Certificate completed by a Professional Land Surveyor for compliance with Article VI, paragraphs H., I., or J.
- B. The applicant shall submit written notification to the Code Enforcement Officer that the development is complete and complies with the provisions of this ordinance.
- C. Within 10 working days, the Code Enforcement Officer shall:
 - 1. review the Elevation Certificate and the applicant's written notification; and,
 - 2. upon determination that the development conforms with the provisions of this ordinance, shall issue a Certificate of Compliance.

ARTICLE VIII - REVIEW OF SUBDIVISION AND DEVELOPMENT PROPOSALS

The Planning Board shall, when reviewing subdivisions and other proposed developments that require review under other federal law, state law, or local ordinances or regulations, and all projects on 5 or more disturbed acres, or in the case of manufactured home parks divided into two or more lots, assure that:

- A. All such proposals are consistent with the need to minimize flood damage.
- B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damages.
- C. Adequate drainage is provided so as to reduce exposure to flood hazards.
- D. All proposals include base flood elevations, flood boundaries, and, in a riverine floodplain, floodway data. These determinations shall be based on engineering practices recognized by the Federal Emergency Management Agency.
- E. Any proposed development plan must include a condition of plan approval requiring that structures on any lot in the development having any portion of its land within a Special Flood Hazard Area are to be constructed in accordance with Article VI of this ordinance. Such requirement will be included in any deed, lease, purchase and sale agreement, or document transferring or expressing an intent to transfer any interest in real estate or structure, including but not limited to a time-share interest. The condition shall clearly articulate that the municipality may enforce any violation of the construction requirement and that fact shall also be included in the deed or any other document previously described. The construction requirement shall also be clearly stated on any map, plat, or plan to be signed by the Planning Board or local reviewing authority as part of the approval process.

ARTICLE IX - APPEALS AND VARIANCES

The Board of Appeals of the Town of Lyman may, upon written application of an aggrieved party, hear and decide appeals where it is alleged that there is an error in any order, requirement, decision, or determination made by, or failure to act by, the Code Enforcement Officer or Planning Board in the administration or enforcement of the provisions of this Ordinance.

The Board of Appeals may grant a variance from the requirements of this Ordinance consistent with state law and the following criteria:

- A. Variances shall not be granted within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
- B. Variances shall be granted only upon:
 - 1. a showing of good and sufficient cause; and,
 - 2. a determination that should a flood comparable to the base flood occur, the granting of a variance will not result in increased flood heights, additional threats to public safety, public expense, or create nuisances, cause fraud or victimization of the public, or conflict with existing local laws or ordinances; and,
 - 3. a showing that the issuance of the variance will not conflict with other state, federal, or local laws or ordinances; and,
 - 4. a determination that failure to grant the variance would result in "undue hardship," which in this sub-section means:

- a. that the land in question cannot yield a reasonable return unless a variance is granted; and,
 - b. that the need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood; and,
 - c. that the granting of a variance will not alter the essential character of the locality; and,
 - d. that the hardship is not the result of action taken by the applicant or a prior owner.
- C. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief, and the Board of Appeals may impose such conditions to a variance as it deems necessary.
- D. Variances may be issued for new construction, substantial improvements, or other development for the conduct of a functionally dependent use provided that:
1. the criteria of Article IX.A. through C. and Article VI.M. are met; and,
 2. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.
- E. Variances may be issued for the repair, reconstruction, rehabilitation, or restoration of Historic Structures upon the determination that:
1. the development meets the criteria of Article IX.A. through C.; and,
 2. the proposed repair, reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- F. Variances may be issued for new construction and substantial improvement of Agricultural Structures being used for the conduct of agricultural uses provided that:
1. the development meets the criteria of Article IX.A. through C.; and,
 2. the development meets the criteria of Article VI.M. and Article VI.N.
- G. Any applicant who meets the criteria of Article IX.A. through C. and Article IX.D., E., or F. shall be notified by the Board of Appeals in writing over the signature of the Chairman of the Board of Appeals that:
1. the issuance of a variance to construct a structure below the base flood level will result in greatly increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage; and,
 2. such construction below the base flood level increases risks to life and property; and,
 3. the applicant agrees in writing that the applicant is fully aware of all the risks inherent in the use of land subject to flooding, assumes those risks, and agrees to indemnify and defend the municipality against any claims filed against it that are related to the applicant's decision to use land located in a floodplain and that the applicant individually releases the municipality from any

claims the applicant may have against the municipality that are related to the use of land located in a floodplain.

H. Appeal Procedure for Administrative and Variance Appeals

1. An administrative or variance appeal may be taken to the Board of Appeals by an aggrieved party within thirty days after receipt of a written decision of the Code Enforcement Officer or Planning Board.
2. Upon being notified of an appeal, the Code Enforcement Officer or Planning Board, as appropriate, shall transmit to the Board of Appeals all of the documents constituting the record of the decision appealed from.
3. The Board of Appeals shall hold a public hearing on the appeal within thirty-five days of its receipt of an appeal request.
4. The person filing the appeal shall have the burden of proof.
5. The Board of Appeals shall decide all appeals within thirty-five days after the close of the hearing and shall issue a written decision on all appeals.
6. The Board of Appeals shall submit to the Code Enforcement Officer a report of all variance actions, including justification for the granting of the variance and an authorization for the Code Enforcement Officer to issue a Flood Hazard Development Permit, which includes any conditions to be attached to said permit.
7. Any aggrieved party who participated as a party during the proceedings before the Board of Appeals may take an appeal to Superior Court in accordance with State laws within forty-five days from the date of any decision of the Board of Appeals.

ARTICLE X - ENFORCEMENT AND PENALTIES

- A. It shall be the duty of the Code Enforcement Officer to enforce the provisions of this Ordinance pursuant to Title 30-A MRSA § 4452.
- B. The penalties contained in Title 30-A MRSA § 4452 shall apply to any violation of this Ordinance.
- C. In addition to any other actions, the Code Enforcement Officer, upon determination that a violation exists, may submit a declaration to the Administrator of the Federal Insurance Administration requesting a denial of flood insurance. The valid declaration shall consist of:
 1. the name of the property owner and address or legal description of the property sufficient to confirm its identity or location;
 2. a clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation, or ordinance;
 3. a clear statement that the public body making the declaration has authority to do so and a citation to that authority;
 4. evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and,

5. a clear statement that the declaration is being submitted pursuant to Section 1316 of the National Flood Insurance Act of 1968, as amended.

ARTICLE XI - VALIDITY AND SEVERABILITY

If any section or provision of this Ordinance is declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

ARTICLE XII - CONFLICT WITH OTHER ORDINANCES

This Ordinance shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law. Where this Ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this Ordinance shall control.

ARTICLE XIII - DEFINITIONS

Unless specifically defined below, words and phrases used in this Ordinance shall have the same meaning as they have at common law and to give this Ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.

Accessory Structure - a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure.

Adjacent Grade - the natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Agricultural Structure - structures that are used exclusively for agricultural purposes or uses in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock. Structures that house tools or equipment used in connection with these purposes or uses are also considered to have agricultural purposes or uses.

Area of Special Flood Hazard - the land in the floodplain having a one percent or greater chance of flooding in any given year, as specifically identified in the Flood Insurance Study cited in Article I of this Ordinance.

Base Flood - a flood having a one percent chance of being equaled or exceeded in any given year, commonly called the 100-year flood.

Basement - any area of the building having its floor subgrade (below ground level) on all sides.

Building - see **Structure**.

Certificate of Compliance - A document signed by the Code Enforcement Officer stating that a structure is in compliance with all of the provisions of this Ordinance.

Code Enforcement Officer - A person certified under Title 30-A MRSA, Section 4451 (including exceptions in subsection 4451, paragraph 1) and employed by a municipality to enforce all applicable comprehensive planning and land use laws and ordinances.

Containment Wall - a wall surrounding all sides of an above ground tank to contain any spills or leaks.

Development - any man made change to improved or unimproved real estate. This includes, but is not limited to, buildings or other structures; mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials; and the storage, deposition, or extraction of materials.

Elevated Building - a non-basement building that is:

- a. built, in the case of a building in Zones A, AE, or AH, to have the top of the elevated floor elevated above the ground level by means of pilings, columns, posts, piers, or shear walls; and,
- b. adequately anchored so as not to impair the structural integrity of the building during a flood of up to one foot above the magnitude of the base flood.

In the case of Zones A, AE, or AH, **Elevated Building** also includes a building elevated by means of fill or solid foundation perimeter walls with hydraulic openings sufficient to facilitate the unimpeded movement of flood waters, as required in Article VI.N.

Elevation Certificate - an official form (FEMA Form FF-206-FY-22-152, as amended) that is used to verify compliance with the floodplain management regulations of the National Flood Insurance Program.

Existing Manufactured Home Park or Subdivision - a manufactured home park or subdivision that was recorded in the deed registry prior to the adoption date of the community's first floodplain management regulations.

Flood or Flooding -

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 1. The overflow of inland or tidal waters.
 2. The unusual and rapid accumulation or runoff of surface waters from any source.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph a.1. of this definition.

Flood Elevation Study - an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Flood Insurance Rate Map (FIRM) - an official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study - see **Flood Elevation Study**.

Floodplain or Flood-prone Area - any land area susceptible to being inundated by water from any source (see **Flood or Flooding**).

Floodplain Management - the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain Management Regulations - zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing - any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and contents.

Floodway - see **Regulatory Floodway**.

Floodway Encroachment Lines - the lines marking the limits of floodways on federal, state, and local floodplain maps.

Freeboard - a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions.

Functionally Dependent Use - a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Historic Structure - any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior, or,
 2. Directly by the Secretary of the Interior in states without approved programs.

Locally Established Datum - for purposes of this ordinance, an elevation established for a specific site to which all other elevations at the site are referenced. This elevation is generally not referenced to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD), or any other

established datum and is used in areas where Mean Sea Level data is too far from a specific site to be practically used.

Lowest Floor - the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements described in Article VI.N. of this ordinance.

Manufactured Home - a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term manufactured home also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park or Subdivision - a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean Sea Level - for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD), or other datum to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Minor Development - all development that is not new construction or a substantial improvement, such as repairs, maintenance, renovations, or additions, whose value is less than 50% of the market value of the structure. It also includes but is not limited to: accessory structures as provided for in Article VI.L., mining, dredging, filling, grading, paving, excavation, drilling operations, storage of equipment or materials, deposition or extraction of materials, public or private sewage disposal systems or water supply facilities that do not involve structures; and non-structural projects such as bridges, dams, towers, fencing, pipelines, wharves, and piers.

National Geodetic Vertical Datum (NGVD) - the national vertical datum, whose standard was established in 1929, which is used by the National Flood Insurance Program (NFIP). NGVD was based upon mean sea level in 1929 and has been called "1929 Mean Sea Level (MSL)".

New Construction - structures for which the "start of construction" commenced on or after the effective date of the initial floodplain management regulations adopted by a community and includes any subsequent improvements to such structures.

North American Vertical Datum (NAVD) - the national datum whose standard was established in 1988, which is the new vertical datum used by the National Flood Insurance Program (NFIP) for all new Flood Insurance Rate Maps. NAVD is based upon the vertical data used by other North American countries such as Canada and Mexico and was established to replace NGVD because of constant movement of the earth's crust, glacial rebound and subsidence, and the increasing use of satellite technology.

100-year flood - see **Base Flood**.

Recreational Vehicle - a vehicle which is:

- a. built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection, not including slideouts;
- c. designed to be self-propelled or permanently towable by a motor vehicle; and,

- d. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway -

- a. the channel of a river or other water course and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height, and,
- b. when not designated on the community's Flood Insurance Rate Map, it is considered to be the channel of a river or other water course and the adjacent land areas to a distance of one-half the width of the floodplain, as measured from the normal high water mark to the upland limit of the floodplain.

Riverine - relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special Flood Hazard Area - see **Area of Special Flood Hazard**.

Start of Construction - the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, substantial improvement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, or modification of any construction element, whether or not that alteration affects the external dimensions of the building.

Structure - for floodplain management purposes, a walled and roofed building. A gas or liquid storage tank that is principally above ground is also a structure.

Substantial Damage - damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or,
- b. Any alteration of a Historic Structure, provided that the alteration will not preclude the structure's continued designation as a historic structure, and a variance is obtained from the community's Board of Appeals.

Variance - a grant of relief by a community from the terms of a floodplain management regulation.

Violation - the failure of a structure or development to comply with a community's floodplain management regulations.

ARTICLE XIV - ABROGATION

This ordinance repeals and replaces any municipal ordinance previously enacted to comply with the National Flood Insurance Act of 1968 (P.L. 90-488, as amended).

ARTICLE XV - DISCLAIMER OF LIABILITY

The degree of flood protection required by the ordinance is considered reasonable but does not imply total flood protection.

INCIDENT STATISTICS

MONTHLY TOTALS

ITEM #4: (a.) GMFR Report

Aircraft Incident		Outside Fires (non-brush)	1
Alarms (Fire / CO)		Service Call / Public Assist	1
Appliance / Chimney Fire		Special / Technical Rescue	
Brush / Woods Fire	1	Structure Fire	
Gas Leaks / Hazmat		Vehicle Crash	2
Lines / Trees Down	1	Vehicle Fire	
Medical Emergencies	13	Water / Ice Rescue	
Mutual Aid (EMS)		WEEK TOTAL	19
Mutual Aid (FIRE)		YEAR TO DATE (2024)	852
Odor/Smoke Investigation		YEAR TO DATE (2023)	725

	2023	2024
JAN:	86	92
FEB:	68	78
MAR:	69	128
APR:	70	100
MAY:	77	75
JUN:	72	95
JUL:	74	86
AUG:	74	79
SEP:	106	88
OCT:	62	-
NOV:	98	-
DECR:	130	-
Total Incidents (2023):	986	
Total Incidents (2022):	897	
Total Incidents (2021):	857	

September 2024 / 2023

MONTHLY RECAP

Monthly Incidents 88 / 106	Points of Interest <ul style="list-style-type: none"> 9/2 - Hollis, Engine & Ambulance to Hollis for a serious crash involving a tractor trailer with four injuries. AMbulance transported with crew of 4 to Portland. 09/04 - Lyman, Power Parachute crash, Biddeford EMS M/A for a paramedic. Transport to Portland. 9/7-9/8 - Arundel, Building Fire Tank 84 responded, Engine 83 was out of service for maintenance. 9/7-9/8 - Lyman, smoke investigation, resulting from street takeover. 50+ vehicles involved. 9/15 - 9 calls for service included 3 multi-incidents, Brush fire, cardiac arrest, & EMS call. Alfred & Arundel EMS responded, Gmills had crew at each incident. 9/19 - Dayton, Garage fire, 6 additional departments responded, Fire quickly controlled and extinguished. 11 GMills responders responded, 2 on duty and 1 live-in student. 9/23 - Dayton, Industrial Accident, M/A from Arundel, 5 total responders, Critical Incident Stress Debriefing held. Incident was 1 of 7 on that day. Bedroom and T-shirt order from EMS grant completed. Annual Apparatus Maintenance continues. 	Trainings 3 / 8
Dayton Incidents 24 / 28		Certifications 0 / 2
Lyman Incidents 55 / 64		Qualifications 1
Multi-Incidents 6 / 20		Career Staff 5
Mutual Aid - Given 10 / 13		Call-Force Staff 49
Mutual Aid -Received 16 / 6	Transports to Hospitals	
Incidents to Date 821 / 696		
	Maine Health Biddeford 40	Maine Health Sanford 0
	Maine Health Portland 9	Other Mercy/York 0
	Total Responders 40	
	Total Responders: Members who responded to at least one incident.	



Thank you to everyone who showed up to make our open house a success! A special shoutout to our Fire Police who directed traffic without taking a break as we filled the station parking lot, as well as the Advent Church Parking lot, as well as the Library and even a few people parked at Lyman Town Hall. Great job everyone!

**Goodwin's Mills
FIRE-RESCUE
PERSONNEL POLICY**

Adopted November 30, 2011

Amended May 8, 2012

Amended June 5, 2012

Amended July 1, 2013

Amended January 29, 2014

Amended February 22, 2014

Revised July 31, 2018

Amended January 7, 2019

Amended xxx

Amended June 17, 2019

Amended 7/20/2023

Amended 10/X/2024

Table of Contents

ARTICLE I: GENERAL PROVISIONS	5
1.1 Preamble	5
1.2 Purpose	5
1.3 Severability	5
1.4 Revision.....	5
ARTICLE II: Employment.....	6
2.1 Selection.....	6
2.2 Equal Employment Opportunity	6
2.3 Recruitment	6
2.4 Administration	6
2.5 Application	7
2.6 Tests.....	7
2.7 Scope	7
2.8 Probation Period:.....	7
2.9 Anniversary Date	7
2.10 Evaluation.....	7
2.11 Employment Records	8
ARTICLE III: EMPLOYMENT CLASSIFICATIONS.....	8
3.1 Full-Time Employment.....	9
3.2 Part-Time Employment.....	9
3.3 Per Diem Employment.....	9
3.4 On-Call Employment.....	9
ARTICLE IV: POSITION DESCRIPTIONS.....	9
4.1 Position Descriptions	9
ARTICLE V: WORK WEEK AND ATTENDANCE	10
5.1 Pay Period	10
5.2 Wages	10
5.3 Overtime	10
5.4 Time Recording	10
5.5 Attendance	10
5.6 Snow Days/Extreme or Emergency Conditions	11
ARTICLE VI: EMPLOYMENT POLICIES AND PROCEDURES	11

6.1	Training.....	11
6.2	Licenses and Certification.....	12
6.3	Physical Examinations/Tests	12
6.4	Whistleblower Protection	12
ARTICLE VII: EMPLOYEE / VOLUNTEER CONDUCT		13
7.1	Employee Conduct	13
7.2	Gratuities	13
7.3	Confidentiality Policy.....	13
7.4	Alcohol & Drug Use and Abuse	13
7.5	Driving Policy	14
7.6	Loss of License or Certification.....	14
7.7	Smoking.....	14
7.8	Dress Code.....	15
7.9	Harassment	15
7.10	Workplace Safety and Injury Reporting	16
7.11	Fire Department Property	16
7.12	Solicitation	16
7.13	Political Activity.....	16
7.14	Internet Policy	16
ARTICLE VIII: EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURES		17
8.1	Employee / Volunteer Discipline:	17
8.2	Grievance Procedure.....	19
8.3	Notice of Resignation.....	20
ARTICLE IX: EARNED BENEFITS		20
9.1	Holidays.....	20
9.2	Paid Time Off (PTO) and periods of Leave Without Pay (LWOP).....	21
9.4	Retirement Plan Match Description	25
9.5	Maine State Retirement	25
ARTICLE X: INSURANCES		25
10.1	Medical Insurance.....	25
10.2	Dental Insurance.....	26
10.3	Income Protection.....	26
10.4	Medical Insurance Alternative.....	26
10.5	Vision Plan.....	26

10.6	Life Insurance	26
ARTICLE XI: OTHER BENEFITS.....		26
11.1	Worker's Compensation	26
11.2	Social Security	27
11.3	Unemployment Compensation.....	27
11.4	Bereavement Leave.....	27
11.5	Jury Duty	27
11.6	Reimbursement of Expenses.....	27
11.7	Family Medical Leave	27
11.8	Military Leave:	29

TOWNS OF LYMAN AND DAYTON, MAINE

JOINT MUNICIPAL FIRE-RESCUE DEPARTMENT PERSONNEL POLICY

ARTICLE I: GENERAL PROVISIONS

1.1 Preamble

Pursuant to the Interlocal Agreement for Joint Operation and Management of Fire and Emergency Rescue Services between the Town of Lyman and the Town of Dayton (the "Towns") dated December 20, 2010, as amended ("Interlocal Agreement"), the Towns have established a Joint Fire-Rescue Department ("Fire Department"). The Interlocal Agreement also establishes a joint fire commission (the "Fire Commission") made up of representatives of each Town that will oversee the performance of the Fire Department.

The Towns specifically reserve the right to repeal, modify or amend as necessary, these personnel policies which are not to be interpreted as creating contractual rights with any employee. In addition, conflicting changes in local, state or federal laws take precedence over the contents of these personnel policies, whether or not those changes are expressly incorporated into the policy.

Fire Department personnel will be employees of the Town of Dayton for purposes of payroll and related functions, but personnel decisions will be made by the Fire Commission, by the Fire Chief who is hired by the Municipal Officers of the Towns, and, in certain instances, by the Municipal Officers of the Towns. By action of the Municipal Officers of the Towns, this Fire-Rescue Personnel Policy was voted into effect on November 30, 2011, and subsequently amended as noted on the Record of Amendments. This Fire-Rescue Personnel Policy governs sound working relationships between the Towns and Fire Department personnel.

1.2 Purpose

The general purpose of this policy is to establish a system of personnel administration that meets the social, economic and program needs for the Towns. This policy includes policies and procedures for employee hiring and advancement, fringe benefits, discipline and other related activities. Nothing contained herein constitutes a guarantee of continued employment or employment for a defined period.

1.3 Severability

If any provision of these policies or the application hereof to any person or circumstances is held invalid, this invalidity does not affect other provisions or applications of these policies which can be given effect without the invalid provision or application, and for this purpose the provisions of these policies are severable.

1.4 Revision

The Municipal Officers recognize that it may be necessary to make adjustments in their policies from time to time in order that they accommodate the changes in year to year business conditions. It is therefore encouraged that each department head, chairman and/or members make note of any

problems and bring them to the attention of the Fire Commission. The Municipal Officers shall make amendments as deemed necessary.

ARTICLE II: EMPLOYMENT

2.1 Selection

The selection and employment of all Fire Department personnel shall be governed by the Interlocal Agreement and the Fire Department's policies and procedures.

Applicants must meet the requirements set forth in the Fire Department's policies and procedures, including without limitation, successful completion of the physical agility test, as applicable.

2.2 Equal Employment Opportunity

The Towns are committed to providing equal employment opportunities for all persons making application to the Fire Department, and equal treatment and advancement for its employees. The Fire Department therefore sets forth a policy of nondiscrimination in hiring, employment and personnel actions. The Fire Department is committed to the principal that each individual is entitled to equal employment opportunities without regard to religion, sex, age, marital status, race, color, ancestry, national origin, creed, political affiliation, veteran status, sexual preference, or physical or mental disability.

2.3 Recruitment

The character of the recruitment and selection process for all Town positions will vary contingent with the position. Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical, this may include advertising, open competitive examination, contact with state and other employment offices and contact with special sources of information. In appropriate circumstances the Fire Department reserves the right to hire from within, without externally posting the job vacancy. It shall be the duty of the Fire Commission and/or the Fire Chief, as applicable, to seek out the most desirable fire-rescue employees/volunteers for the Fire Department. Employees shall be given maximum opportunity for advancement in the service.

2.4 Administration

The Fire Commission, Fire Chief and the Municipal Officers shall administer the policies and procedures herein as further detailed in the Interlocal Agreement. The Fire Chief and his/her designees are responsible for being familiar with these rules when establishing annual budget requests and supervising the Fire Department. The Fire Chief shall also:

- a. Encourage and exercise leadership in the development of sound personnel practices within the Fire Department;
- b. Establish and maintain, with the assistance of the Town Treasurer, records of all employees, setting forth as to each employee the title, status or pay, Paid Time Off and other relevant information;
- c. Foster and develop programs for the improvement of employee effectiveness, proper courtesy when dealing with the public, and respect for Fire Department property; and
- d. Apply this policy and perform any act, which may be necessary or desirable to administer the purposes and provisions of this policy.

2.5 Application

All applicants must complete an Application for Employment and/or a resume for employment. Selection procedures will include, but not be limited to, a completed application, criminal and other background checks, proof of driver's license and reference checks. The Fire Department relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any willful misrepresentations, falsifications, or material omissions in any of this information or data may result in the Fire Department's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

2.6 Tests

The Fire Department may, where appropriate, require applicants to submit to interviews, tests and examinations which may include, among other requirements, written tests, physical agility tests, physical and/or psychological examination(s) as permitted under state and federal law, when job-related.

2.7 Scope

Except as otherwise noted, the rules and procedures set forth in this policy shall apply to all Fire Department employees.

2.8 Probation Period:

All new employees and every person promoted, or rehired to a position are considered probationary for the first six (6) months of employment. Pursuant to State law, probationary employees may be terminated without cause and without right to file a grievance. At least one (1) week before the end of the six (6) months probationary period, the Fire Chief, or if applicable, the Fire Commission shall evaluate the performance of the employee with the following results:

1. Recommendation to the Fire Commission or the Municipal Officers to end the probationary period; or, if the employee's performance has not been acceptable or he or she is otherwise not qualified for the position, recommendation that the employee be terminated before the end of the six (6) month period.
2. Probationary employees accrue Paid Time Off, but are not eligible to use Paid Time Off until after their probationary period is completed, unless specifically authorized by the Fire Chief.

2.9 Anniversary Date

For the purpose of figuring benefits, seniority, etc., the initial date of employment is considered the anniversary date of the individual.

2.10 Evaluation

In addition to the evaluations conducted for probationary employees, all employees serving either full-time or part-time employment will receive an evaluation yearly. Evaluations of the Fire Chief shall be conducted and prepared by the Fire Commission. All other employees shall be evaluated by the Fire Chief or his/her designee according to a protocol established by the Fire Chief and approved by the Fire Commission.

Evaluations will relate directly to the employee's position, work habits and job performance. Once a written evaluation has been completed, the employee and person charged with performing the evaluation will meet to discuss the evaluation. The employee's signature will be obtained, which acknowledges review and understanding of the evaluation and as proof of discussion and understanding, although he/she may not necessarily agree. Refusal to sign will be noted.

An employee may prepare a written response to any item included in the evaluation. This response shall be submitted to the evaluator and attached to and become part of the evaluation. A copy of the complete evaluation will be provided for the employee and placed in his/her personnel file.

2.11 Employment Records

A record of each Fire Department employee shall be kept in a secured area in the office of the Fire Chief, in accordance with state and federal guidelines. Exception – the record of the Fire Chief shall be kept in the Town of Dayton municipal building. The record shall contain all vital statistics and other pertinent data of the employee, including hiring data, applications, resumes, references, signed job descriptions, Personnel Policy Employee Acknowledgement, probationary and other reviews, letters of commendation and recognition, copies of certifications, disciplinary actions, and performance evaluations. Any medical information, as well as Worker's Compensation information is part of the employee personnel file, but because of the confidential nature of such information, such material is kept in a secure location separated from the employee file. Copies of personnel information that is required for payroll purposes shall be kept in the Town Treasurer's office.

- a. An employee may, with reasonable notice to the Fire Chief and at a convenient time, review his/her employment file during regular working hours.
- b. Employee files will be treated as confidential, to the extent permitted by law – e.g. "Right to Know" mandates. Employee information is available only to the Municipal Officers, Fire Commission, and Fire Chief, as appropriate.
- c. The employee is responsible for notifying the Fire Department of all changes of address and telephone numbers.
- d. The Fire Chief/Fire Commission/Town Treasurer shall ensure that each new employee completes the necessary administrative forms to commence employment. Employee files will be reviewed and updated as required on an annual basis.
- e. Retention and/or destruction of files for employees that have left the employ of the Fire Department shall occur according to state and federal guidelines.

ARTICLE III: EMPLOYMENT CLASSIFICATIONS

The Fire Chief shall maintain an inventory of the positions in the Fire Department service by classification. To aid in the determination of applicability of the Federal Fair Labor Standards Act (FLS) each position and/or title within the Fire Department shall be categorized into either exempt or non-exempt categories. Exempt or Non-Exempt refers to the applicability of the overtime provisions in the FLSA to the position.

It will be the responsibility of the Fire Commission and Fire Chief, as applicable, in conjunction with the preparation of the position descriptions, to determine exempt or non-exempt status. Because the position and not the employee are classified, the qualities of the incumbent in the position shall not be considered.

The following types of employment may be made to the Fire Department service in conformity with the rules established herein:

3.1 Full-Time Employment

A full-time employee of the Fire Department works full time (a minimum of forty (40) hours per week) and on a continuing, indefinite, and year-round basis. Such employees are subject to all applicable personnel policies and shall receive all benefits and rights provided therein.

3.2 Part-Time Employment

A part-time employee of the Fire Department works less than forty (40) hours per week but more than twenty-eight (28) hours a week on a continuing, indefinite and year-round basis. Such employees are subject to all applicable personnel policies. Part-time employees are not entitled to any fringe benefits except for those mandated by law.

3.3 Per Diem Employment

A per diem employee works on a regular or irregular schedule throughout the year and does not fall into any of the other categories in this Section. Such employees are subject to all applicable personnel policies. Per-Diem employees are not entitled to any fringe benefits except for those mandated by law.

3.4 On-Call Employment

In the same manner as a per diem employee, an on-call employee works on an irregular basis to render firefighting or emergency services in response to a specific call for service, or other event or activity as approved by the Fire Chief, or designee. Other events or activities may include, but are not limited to, training and education, equipment or station maintenance, projects, details or administrative matters. Periods of service normally involve only a few hours per incident, event or activity. Such employees are subject to all applicable personnel policies. On-call employees are not entitled to any fringe benefits except for those mandated by law.

ARTICLE IV: POSITION DESCRIPTIONS

4.1 Position Descriptions

Job descriptions for each position in the Fire Department shall be developed by the Fire Chief and the Fire Commission and contain the following information:

- job title
- classification
- qualifications
- expected hours
- responsible to and evaluated by
- responsibilities
- duties
- testing and certification requirements

ARTICLE V: WORK WEEK AND ATTENDANCE

5.1 Pay Period

(a) Pay Periods for Scheduled Employees and Call Force Employees: The regular pay period for scheduled employees is fourteen (14) days. Beginning on a Thursday and ending on a Wednesday. Unless otherwise determined by the Fire Commission.

5.2 Wages

Rates of pay for employees of the Fire Department shall be set by the Fire Commission, which may consider the recommendations of the Fire Chief. Hourly, weekly, and annual wages shall be based on position level attained and years of service and shall be set forth in writing.

5.3 Overtime

A. Exempt Employees: Employees, who by the nature of their work, meet the “executive, administrative or professional” exemption requirements of the Federal Fair Labor Standards Act (FSLA) are classified as exempt employees. Exempt employees will not receive overtime pay and are expected to work the number of hours required to perform the job.

B. Non-Exempt Employees: Any time worked by a non-exempt employee, who is an “employee in fire protection activities” for the purposes of the Fair Labor Standards Act, that is in the excess of fifty-three (53) hours in a workweek shall be compensated at an overtime pay rate of time and one-half (1 ½). This provision applies to non-exempt employees whether full-time or part-time, or per diem. It does not apply to on-call employees. For the purpose of computing overtime within any given week, only those hours spent on the job will be used to calculate overtime pay. Paid Time Off, bereavement leave, military/jury leave and all other leave will not be counted toward calculating overtime pay.

C. Prior Authorization: Prior approval of the Fire Chief is necessary to authorize employee overtime.

Overtime shall be considered necessary only in critical situations where additional effort is needed to complete a task within a certain amount of time. Temporary adjustments (i.e. same workweek) in working hours or realignment of duties within the department shall be considered as alternatives to the use of overtime.

5.4 Time Recording

For purposes of public accountability, all employees, exempt or non-exempt, must record actual hours of work as well as paid or unpaid leave on their timesheets. Falsification of time records is a breach of Town policy and may result in dismissal. All employees are expected to arrive on time and work all hours specified for their particular job.

5.5 Attendance

Employees shall be at their respective place of work at the appointed starting time and remain until the end of the scheduled workday. In the event of necessary absence due to illness or any other cause, it is the responsibility of the employees to see that the Fire Chief or Duty Officer is advised of the reason for absence prior to the start of the workday. If an absence continues beyond one

workday, the employee is responsible for reporting in each day. (Refer to the Medical Leave section for information on extended sick leave reporting requirements).

Similarly, if an employee is going to be unavoidably detained for some reason, he/she must inform the Fire Chief or Duty Officer when he/she expects to arrive.

Repeated lateness, unexcused absences, absences without authorization or failure to return to duty for the next scheduled shift may be cause for corrective discipline, up to and including termination.

Any employee who misses two consecutive work days without notice to the Fire Chief or designee, or for the Fire Chief, the Fire Commission Chair, may be considered to have voluntarily quit their job.

An employee who has used all of his or her PTO, FMLA and/or Short Term Disability benefits, and is still unable to return to work, may be terminated from employment.

All employees will submit a completed timesheet and/or time card to the Fire Chief on a weekly basis in order to maintain the employee's personnel file as well as for payroll purposes. After the Fire Chief checks and approves the hours worked and paid time off taken, he/she will initial the timesheet if hours noted are accurate, speak to the employee regarding any discrepancies, and resolve the same. The Fire Chief will submit all timesheets, including his/her own, to the Town Treasurer, who will review the timesheets. The Treasurer will then prepare the Fire Department payroll and submit it for inclusion in the Municipal Officers' warrant.

Late timesheets will not be accepted and compensation will only be issued at the next warrant.

5.6 Snow Days/Extreme or Emergency Conditions

All employees of the Fire Department are considered essential employees and, as such, when they are scheduled or otherwise obligated to work they are required to report to work despite emergency conditions or closure of other Town offices. All employees will notify the Fire Chief or his/her designee as soon as possible if they are unable to report to work because of emergency or extreme conditions.

ARTICLE VI: EMPLOYMENT POLICIES AND PROCEDURES

6.1 Training

It is the policy of the Fire Department to provide educational training opportunities for its employees at a reasonable expense. This policy shall cover job related seminars and training sessions.

By definition 'job related' is intended to cover training which is designed to improve the quality of an individual's performance at his/her job or similar position which might reasonably be promoted into, and which will provide more efficient and/or economic service to the Towns and their citizens.

Employees of the Fire Department may be required to attend trainings as determined and approved by the Fire Chief and in accordance with the Fire Department policies and procedures.

The employee is to make the request in writing and receive the Fire Chief's prior approval for all training classes and seminars.

6.2 Licenses and Certification

Employees are required to hold and maintain a valid Maine driver's license and any other licenses and certifications that may be required to lawfully and competently perform the functions of the job as determined by the Fire Chief. Failure to do so may result in re-assignment to an alternative position or job loss. Employees who lose their license or fail re-certification as necessary must immediately inform the Fire Chief of their new status.

6.3 Physical Examinations/Tests

- a. Employees designated as interior qualified firefighters, hazardous materials operations level, emergency medical technicians, or others designated by training and classification to work in an environment that is immediately dangerous to life or health (IDLH) shall be required to submit to a comprehensive, job related physical examination by a professional licensed health care provider (PLHCP) selected by the Fire Department. Such examination must satisfy the requirements of Maine Bureau of Labor Standards, 29 CFR 1910.134(e) (7). The results of such examination must demonstrate that the employee is fit for duty.
- b. Fire Department employees who are employed full-time by another municipal fire department may be exempt from this provision, provided the individual is hired as an interior qualified firefighter, hazardous materials operations level (or higher), emergency medical technician, or other job designated by training and classification to work in an environment that is immediately dangerous to life or health (IDLH). The physical examination must meet or exceed the requirements of 29 CFR 1910.134(e) (7). The results of such examination must demonstrate that the employee is fit for duty. The employee must provide documentation of the results of such examination to the Fire Chief.
- c. Employees not trained or classified to operate in an IDLH environment, in jobs such as: emergency vehicle operator, fire-police, scene support, exterior firefighter, are required to report results of a physical examination by a PLHCP, every 3-years following date of hire. The results of such examination must demonstrate that the employee is fit for duty. The employee may have the examination performed by a physician of their choice at the employee's expense. The employee may elect to have the examination performed at the Fire Department's expense provided the examination is completed by a physician selected by the Fire Department.
- d. All employees shall be required to pass an annual physical agility examination as set forth in the Fire Department policies and procedures and the Inter-local Agreement. Such examination shall be composed of tasks and events directly related to the employee's job assignment, classification and training.

6.4 Whistleblower Protection

The Fire Department strives to conduct its business with integrity and in strict compliance with applicable Federal, State and Local laws and regulations. Accordingly, employees/volunteers are

encouraged to bring to the attention of the Municipal Officers any actions of municipal officials or employees/volunteers that they believe may be improper or unsafe. The Fire Department will not retaliate against any person who makes a report in good faith to the Municipal Officers.

ARTICLE VII: EMPLOYEE / VOLUNTEER CONDUCT

Taxpayers are entitled to the best service that the Fire Department can give them. Cooperation and teamwork by all employees/volunteers are essential to efficiency.

7.1 Employee Conduct

All employees are expected and required to treat the public with promptness, patience, courtesy and respect. Employees are expected to conduct themselves at all times in a manner that will bring no discredit to the Fire Department or to the Towns.

7.2 Gratuities

A Fire Department employee/volunteer is prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or any other thing of monetary value from:

- a. any person who has or is seeking to obtain business with the Town; or
- b. any person within or outside Town employment whose interests may be affected by the employee's/volunteer's performance or non-performance of his/her official duties.

Acceptance of nominal gifts in keeping with special occasions, such as marriage, retirement or illness or food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional materials (e.g., pens, notepads, calendars), is permitted.

7.3 Confidentiality Policy

During the course of their duties, employees of the Fire Department have access to confidential information pertaining to persons or property in the Town. Employees are prohibited from disclosing or discussing any confidential or privileged information with anyone except as is required in the course of employment. Examples include, but are not limited to, labor relations or personnel actions.

Employees are expected to respect the confidential nature of such information and are charged with the responsibility of releasing only the information that is required under the "Right to Know" laws.

7.4 Alcohol & Drug Use and Abuse

The Fire Department is committed to providing a drug-free, healthful and safe work environment. The term 'drug(s)' also includes alcohol, and prescription drugs when they are taken other than how they are prescribed. This policy applies during an employee's/volunteer's assigned work hours, while on the Town premises and while conducting business-related activities off Town premises.

Employees are required to report to work drug and alcohol free and free from the smell of alcohol. Job performance must be executed in a safe manner. The possession, sale, or use of alcohol or illegal drugs on the employer's premises is strictly prohibited. Those who violate this policy are subject to corrective discipline up to and including termination of employment.

Employees seeking assistance for their substance abuse issues will be reasonably supported so counseling appointments can be attended. Employees are accountable for their work performance whether they choose to participate in a substance abuse treatment program or not. Participation in a treatment program is voluntary and at the discretion of the employee.

Employees who seek medical treatment may use their Paid Time Off to attend a treatment program and may also be eligible for the Family and Medical Leave Act or disability leave.

Employees must notify the Fire Chief and/or Fire Commission, as applicable, as soon as possible but no later than five (5) days after any conviction for a drug/alcohol related offense.

Pursuant to Public law 100-690 Title V, Subtitle D, the Town has established the following policy: The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Fire Department's workplace, or on any Town property.

As a condition of employment with the Fire Department, all employees will abide by the terms of the policy and notify the employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Fire Department, within thirty (30) days of receiving notice, with respect to any employee who is so convicted, will take one of the following actions:

- a. Require appropriate personnel action against such an employee up to and including termination of employment; and/or
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.

7.5 Driving Policy

Any employee, volunteer, official or other person who drives private vehicles on Town business, must have a valid driver's license and a satisfactory driving record. Any person hired for a position, which involves driving for Fire Department business, shall have his/her license checked annually for active status.

7.6 Loss of License or Certification

If it is a requirement for an employee in a specific position to possess a valid driver's license and/or class of driver's license or certification, then it shall be a condition of employment for the employee to maintain such license and/or certification during his/her term of employment. Failure to do so may result in reassignment to an alternative position or job loss. Employees who lose their license or fail to re-certify, as necessary, must immediately inform the Fire Chief of their new status.

7.7 Smoking

In accordance with the provisions of the Workplace Smoking Act of 1985, the Fire Department has adopted a smoking policy. The Fire Department supports a smoke free work environment. Smoking is not permitted inside ANY Fire Department -owned buildings.

7.8 Dress Code

Fire Department employees shall wear appropriate dress during work related hours.

7.9 Harassment

It is the policy of the Fire Department that all employees have the right to work in an environment free of harassment and intimidation. Harassment in the workplace based on sex, race, color, national origin, religion, age, marital status, ancestry, creed, political affiliation, veteran status, sexual preference, or physical or mental disability also constitutes illegal employment discrimination. The Fire Department does not, and will not, tolerate such harassment and it is considered grounds for discipline up to and including termination.

Examples of harassment related to sex, race, color, national origin, religion, age, marital status, ancestry, creed, political affiliation, veteran status, sexual preference, or physical or mental disability include the following, which may be a series of incidents or a single occurrence based on any of the foregoing categories:

- Unwelcome advances, gestures, comments or contact;
- Threats;
- Offensive jokes;
- Subjecting employees to ridicule, slurs or derogatory action;
- Basing employment decisions or practices on submission to such harassment;
- Refusal to work with employees in work assignments;
- Inequitable disciplinary actions and work assignments

All complaints of harassment will be promptly and carefully investigated, and all employees are assured that they will be free from any and all reprisals or retaliation from filing such complaints. Any employee who has a complaint of harassment at work by anyone, including supervisors, co-workers, or visitors, should immediately bring the problem to the attention of the Fire Chief or Fire Commission, as applicable.

If the complaint involves supervisory personnel, or if the employee is uncomfortable with reporting the matter to his/her supervisor, the complaint should be brought to the attention of a Fire Commissioner or a Municipal Officer.

The investigation of an allegation of harassment will include interviews with all relevant persons. Employees are assured that the identity of the complainant and the person accused of harassment will be kept confidential to the extent possible.

After the investigation is completed, the findings will be reviewed with the complainant. If the investigation reveals that the complaint appears to be valid, immediate and appropriate corrective action, up to and including termination, will be taken to stop the harassment and prevent its recurrence. If the validity of the complaint cannot be determined, immediate and appropriate action will be taken to assure that all parties are reacquainted with this harassment policy and to avoid harassment in the future.

7.10 Workplace Safety and Injury Reporting

When an employee of the Fire Department suffers an injury or accident in the course of employment, regardless of how insignificant the injury may appear, a report of the accident must be made immediately to the Fire Chief or his/her designee. Such reports are necessary to comply with laws and initiate insurance and worker's compensation benefits procedures.

7.11 Fire Department Property

Employees may not, directly or indirectly, use or allow the use of Fire Department property of any kind for other than official activities. All Fire Department property issued to the employee/volunteer shall be maintained in good repair and returned to the Fire Department upon request. Failure to return Fire Department property may result in legal action against the employee/volunteer.

Employees/volunteers may not use the telephone facilities for personal calls when the placing of such calls would interfere with the employee's/volunteer's duties, would incur additional financial liability for the Fire Department or would interfere with the use of the facility for official business. Any such use should be urgent, infrequent and of short duration. Similarly, use of private cell phones shall be kept to a minimum while on duty.

7.12 Solicitation

No employee shall engage in any business other than regular duties of the Fire Department during working time, including such activities as selling to fellow employees, lending of money for profit, etc. With the exception of Fire Department-approved activities, no solicitation of any kind is permitted on Fire Department premises during working time. Working time includes the working time of both the employee, and the employee to whom such activity is directed.

7.13 Political Activity

No Fire Department employee shall participate in any political activity, including lobbying, during working hours that would be in conflict, incompatible or create an interference with the performance of his or her official functions and duties for the Fire Department. During the course of their employment, employees shall refrain from using their influence publicly in any way for or against any candidate seeking elective office in the Town government. Fire Department employees shall not work at the polls in support of any political purpose pertaining to the Town government, circulate petitions or campaign literature for elective Town officials, or be in any way involved with soliciting or receiving subscriptions, contributions or political service from any person for any political purpose pertaining to Town government; provided, however, this rule is not to be construed to prevent Fire Department employees from becoming, or continuing to be, members of any political organization, from attending political meetings, from expressing their views on political matters, or from voting with complete freedom in any municipal, state or national election.

7.14 Internet Policy

Electronic mail, Internet and telecommunication access are made available to Fire Department employees to communicate with each other, other governmental entities, companies and individuals for the benefit of the Fire Department. The system is Fire Department property and intended for Fire Department business. The system is NOT to be used for employee personal gain or to support or to advocate for non-Fire Department related business or purposes. All use of the Internet must be in compliance with all applicable laws and policies (federal, state and local, in

addition to Fire Department policies). Internet access via Fire Department resources, therefore must NOT be used for illegal purposes.

Agency Rights Pursuant to the Electronic Communications Privacy Act of 1986 (18 USC 2510) notice is hereby given that there are NO facilities provided by this system for sending or receiving private or confidential electronic communications. System administrators and the Municipal Officers have access to ALL mail and user requests, and will monitor messages as necessary to assure efficient performance and appropriate use. Messages relating to or in support of illegal activities will be reported to appropriate authorities. Each individual user is responsible for complying with this and all other relevant policies when using the Fire Department's resources for accessing the Internet. Use of these same resources in violation of this policy or of applicable department policies is grounds for disciplinary action. The use of the Internet for personal enjoyment, such as game playing is also prohibited. This behavior is also grounds for disciplinary action.

ARTICLE VIII: EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURES

8.1 Employee / Volunteer Discipline:

Disciplinary action up to and including dismissal may be initiated for reasons that include, but are not limited to, the following:

- Absenteeism and/or tardiness;
- Insubordination;
- Unacceptable job performance;
- Use of alcohol and/or non-prescriptive drugs during the work day or in any way which impairs the performance of the position;
- Willful destruction of public and/or private property;
- Falsification of documents, concerning the employee's application to the Fire Department, payroll or other departmental operations;
- Harassing behavior including obscene language directed at employees, volunteers or the public;
- Failure to comply with safety regulations and requirements;
- Dishonesty of any kind or theft of Fire Department, public or private property;
- Acceptance of money or gift by an employee/volunteer for any consideration afforded to the public in general;
- Any other action or conduct materially affecting or impairing the efficiency of Fire Department services or that brings the Fire Department in public dispute or embarrassment

The disciplinary process may include, but is not limited to the following procedures:

- a. **Verbal Warning:** The Fire Chief, or, in the case of the Fire Chief as employee, the Fire Commission, may verbally warn an employee/volunteer to improve specific performance issues or to rectify specific conduct. The date, time and nature of the warning shall be noted in the employee's personnel file. When possible, warnings should be given within two (2) days of

the knowledge of the offense. The Fire Commission reserves the right to move to a written warning, suspension or termination depending on the seriousness of the situation.

- b. Written Reprimand:** The Fire Chief, or, in the case of the Fire Chief as employee, the Fire Commission, may give a written reprimand to an employee/volunteer for a repeated offense, or for an offense serious enough to require more than a verbal warning.

A reprimand will include the nature of the offense, date and time of the offense, possibility of future disciplinary action and steps for correction of the action. A copy of the reprimand signed by the Fire Chief or Fire Commission and the employee/volunteer will be placed in the employee/volunteer personnel file. If the employee/volunteer refuses to sign the reprimand, this fact should be noted and witnessed on the reprimand. The Town reserves the right to move to suspension or termination depending on the seriousness of the situation.

- c. Suspension:** The Fire Chief may recommend to the Fire Commission, or, in the case of the Fire Chief as employee, the Fire Commission may recommend to the Municipal Officers of the Towns, that an employee/volunteer be suspended with or without pay for a recurring offense or an offense that merits suspension, and the Fire Commission or Municipal Officers, as applicable, may suspend such an employee. Suspensions will be consistent with FLSA requirements. The Fire Commission reserves the right to move to termination depending on the seriousness of the situation.

Based on his/her professional judgment, the Fire Chief has the authority to suspend any employee/volunteer immediately for reasons stated in Section 8.1 Employee/Volunteer Discipline, with such suspension to be effective until either upheld or rescinded at the next Fire Commission meeting.

The initial disciplinary/removal authority shall notify the employee of the reasons for the suspension and effective date thereof in writing and have a meeting with the employee about the charges. The employee/volunteer shall have an opportunity to respond to the charges 1) at the meeting between the employee/volunteer and the initial disciplinary/removal authority held to discuss the reasons for the suspension recommendation and at 2) the meeting at which the final disciplinary/removal authority (i.e., the Fire Commission or Municipal Officers, as applicable) takes action on the recommendation. The employee may invoke grievance procedure set forth in 8.2 during this process.

The employee/volunteer will have the opportunity to respond to the charges prior to serving the suspension unless the employee's/volunteer's actions are a threat to self or others and require immediate suspension from service.

Employees/volunteers will receive confirmation of their suspension period and the necessary corrective steps. The length of suspension is based on the seriousness of the offense and what the disciplining authority may determine is warranted. Employees/volunteers will be warned of the potential for more serious disciplinary action or dismissal in the event of further offenses. A copy of the letter of suspension will be included in the employee's/volunteer's personnel file. Suspension with or without pay may occur for an indefinite period pending complete investigation of the incident or offense.

- d. Dismissal:** The dismissal of any Fire Department employee/volunteer shall be governed by the Interlocal Agreement.

The Interlocal Agreement provides for the following dismissal procedures:

- 1) Fire Chief. The Fire Commission shall recommend the removal, for cause, of the Fire Chief to the Municipal Officers of the Towns of Lyman and Dayton, which bodies may take action to terminate the Fire Chief's employment.
- 2) Firefighters and Emergency-Rescue Personnel. The Fire Chief may recommend the removal of any firefighter or emergency-rescue employee to the Fire Commission, which body may take action to terminate any such employment for cause.
- 3) Employees who are not Firefighters or Emergency-Rescue Personnel. The Fire Chief may discharge employees who are not firefighters or emergency-rescue personnel.

The initial disciplinary/removal authority shall notify the employee/volunteer of the reasons for the dismissal and effective date thereof in writing and have a meeting with the employee about the charges. The employee/volunteer shall have an opportunity to respond to the charges 1) at the meeting between the employee/volunteer and the initial disciplinary/removal authority held to discuss the reasons for the dismissal recommendation and 2) at the meeting at which the final disciplinary/removal authority (i.e., the Fire Chief, Fire Commission or Municipal Officers, as applicable) takes action on the recommendation. The employee may invoke grievance procedure set forth in 8.2 during this process.

- e. Volunteers.** Given the nature of volunteer status, the Fire Commission or Fire Chief, as applicable, reserves the right to alter the procedures contained in this policy when dealing with volunteers.

8.2 Grievance Procedure

The term "grievance" means any dispute between an employee and management concerning the effect, interpretation, application or claim of breach or violation of the Fire Department's Fire-Rescue Personnel Policy.

Excluded from consideration of grievance are those matters pertaining to: hiring, promotion of personnel, and compensation adjustments, except that employees working on a year-round basis as provided in Sections 3.1 and 3.2 above, may appeal performance evaluations.

Grievances for suspensions and dismissals may be combined with the process of the final suspension or removal authority taking action on the recommendation of the initial authority as provided above. For example, if the Fire Chief recommends that a firefighter be removed, the employee can grieve that recommendation to the Fire Commission, which shall consider the grievance when it makes the final decision on the recommendation of the Fire Chief.

Steps in the grievance procedure shall be as follows:

- a. An attempt should be made for an oral agreement between the individual and the initial disciplinary/removal authority.
- b. If an oral agreement is not reached, the aggrieved may, within five (5) working days, file a written complaint with the initial disciplinary/removal authority. That authority is required to make a determination of the merits of the complaint and give a written reply within ten (10) working days.
- c. If the individual is dissatisfied with the written decision of the initial disciplinary/removal authority, the aggrieved may, within three (3) working days, make a formal written appeal to either the Fire Commission or, in the case of the Fire Chief as employee, the Municipal Officers. Upon receipt of the written appeal, the Fire Commission or the Municipal Officers, as applicable, in the case of discipline that is not a suspension or dismissal shall return a formal written decision within ten (10) working days. In the case of suspensions or removals, the Fire Commission or the Municipal Officers, as applicable, shall hold a meeting with the employee (unless the employee declines), after which such body(ies) shall return a formal written decision within three (3) working days of such meeting. In all cases the decision of the Municipal Officers (in the case of the Fire Chief) and the Fire Commission (in the case of all other employees) shall be final and binding.

8.3 Notice of Resignation

An employee may resign from Fire Department service in "good standing." "Good standing" shall mean the submittal of a written notice 14 calendar days in advance of the last day of actual work. Failure of a resigning employee to comply with this rule may be cause for denying future employment with the Fire Department. The Fire Chief or Fire Commission, as applicable, may permit a shorter period of notice if extenuating circumstances exist. The resignation should be accompanied by a statement by the Fire Commission or Fire Chief, as applicable, as to the resigning employee's service performance and pertinent information concerning the cause of resignation. The effective date of the employee's termination with the Fire Department is considered to be the last day actually worked.

Upon separation from service in "good standing," the Fire Department shall pay all wages owed as well as earned and/or pro-rated paid time off due to the employee in accordance with the Paid Time Off Section of the Personnel Policy, if any, on the next regular pay day.

ARTICLE IX: EARNED BENEFITS

9.1 Holidays

- a) Holiday pay is earned from the first day of employment for full-time employees.
- b) As used herein, the term "holiday" shall refer to weekdays that are officially observed holidays for state employees, as set forth by the Maine Department of Administrative and Financial Services, Bureau of Human Resources, as follows:
 - New Year's Day

- Martin Luther King Jr. Day
 - Washington's Birthday (President's Day)
 - Patriot's Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Indigenous Peoples Day
 - Veterans' Day
 - Thanksgiving Day
 - Thanksgiving Friday
 - Christmas Day
- c) Each full-time employee will earn 8-hours of holiday pay at their regular hourly wage, for each observed holiday. Each holiday will be paid-out in the pay-period the holiday is observed.
- d) Employees who are on-duty at the Fire Station filling a scheduled shift are entitled to key holiday incentive pay for each hour worked. Key holiday incentive pay will be paid at an hourly rate as determined by the Fire Commission. The key holiday incentive is only paid for hours worked on the following holidays: New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day.

9.2 Paid Time Off (PTO) and periods of Leave Without Pay (LWOP)

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments and other activities of the employee's choice. The goal is to reduce unscheduled absences and the need for supervisory oversight.

PTO is accrued by the full-time Fire Department employees, effective July 1, 2018, and replaces all existing vacation, sick time, and personal business days that have been allotted under prior policies. The vacation and sick time accrued in the past will carry over, in excess of the PTO policy, per the guidelines at the time.

A. Guidelines for PTO Use

Each full time employee will accrue PTO based on a bi-weekly pay period and their length of service as defined below.

- PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued.
- PTO taken will be subtracted from the employee's accrued time bank.
- Temporary employees, part-time, per diem and call force employees are NOT eligible to accrue PTO.
- Accrual of PTO is contingent on the employee's hours worked and/or use of accrued PTO, or combination of hours worked and PTO, for a given bi-weekly pay period.

- PTO is NOT earned in pay periods during which unpaid leave, short or long term disability leave or workers' compensation leave are taken. However, PTO will continue to accrue during periods of family medical leave, jury duty or military leave lasting less than 30 days.

B. Process to Use PTO

Employees may use time from their PTO bank in 15-minute increments. PTO will be used in two categories;

- 1) **Scheduled PTO (SPTO):** SPTO shall be granted to employees at times agreeable to the Fire Chief. Requests for SPTO must be submitted to the Fire Chief or designee, or for the Fire Chief, the Fire Commission Chair, in writing at least seven days in advance.
- 2) **Unscheduled PTO (UPTO):** Used for legitimate, unexpected illness or emergencies. Except for extreme instances, UPTO must be approved by the Fire Chief or designee, or for the Fire Chief, the Fire Commission Chair, in advance. A minimum of 2-hours' notice is desired to use UPTO. However, employees are expected to give as much notice as possible when unscheduled absence from work is anticipated. Employees who miss more than three consecutive scheduled shifts may be required to present a doctor's release to the Fire Chief or designee, or for the Fire Chief, the Fire Commission Chair, that permits them to return to work.

C. Specific Eligibility, Accumulation, and Usage Rules for Paid Time Off (PTO)

- 1) PTO will begin to accrue at the employee's date of hire. However, an employee must complete the probationary period prior to using any accrued PTO, except as specifically authorized by the Fire Chief or designee, or for the Fire Chief, the Fire Commission Chair.
- 2) PTO hours will be earned based on an employee's years of service as outlined below:
Date of Hire through 2nd year: Accrue 7.15 hours of PTO each pay period. For 26 pay periods per year, the employee will accumulate 186 hours.
3rd through 5th year: Accrue 8.77 hours of PTO each pay period. For 26 pay periods per year, the employee will accumulate 228 hours.
6th through 9th year: Accrue 10.38 hours of PTO each pay period. For 26 pay periods per year, the employee will accumulate 270 hours.
10th year and greater: Accrue 12 hours of PTO each pay period. For 26 pay periods per year, the employee will accumulate 312 hours.
- 3) Employees may accumulate a up to 480 hours in their PTO bank. PTO hours accrued over 480, must be used within the anniversary year. An employee's anniversary year is the 12-month period beginning on the employee's date of hire as a full-time employee. A maximum of 42 PTO hours may be cashed out during an anniversary year, if the employee is in danger of going over the 480 hour cap. Cash out must be requested during the last month of the anniversary year and will be paid on a case-by-case basis.
- 4) Employees are encouraged to maintain a minimum of 48 hours in their PTO bank, to ensure adequate PTO in the event an emergency or for unforeseen personal circumstances.
- 5) Employees are responsible for monitoring and taking their PTO over the course of a year so that they do not lose time accrued when the current anniversary year ends. PTO use is

subject to supervisory approval and is to be used at a time agreeable to the Fire Chief, or for the Fire Chief, the Fire Commission Chair. If extenuating circumstances prevented the employee from taking scheduled PTO, this PTO may be carried over and taken in the first half of the next anniversary year with the approval of the Fire Chief, or for the Fire Chief, the Fire Commission Chair.

- 6) Employees are paid for the PTO they have accrued at employment end, in accordance with the prorated schedule:
 - a. Less than 5 years of fulltime employment with the GMFR: 50%
 - b. 6th year to 15th year of fulltime employment with the GMFR: 75%
 - c. Over 16 years of fulltime employment with the GMFR: 100%

D. Excessive Use of UPTO:

- 1) Four or more incidents of UPTO in a 12-month period may result in progressive disciplinary action up to and including employment termination. UPTO use, due to illnesses of four hours or more, which results in consecutive shifts absent from work, is considered one absence incident in relationship to potential disciplinary action.
- 2) Progressive disciplinary action relative to incidents of excessive UPTO usage is administered on a rolling 12 month calendar as follows:
 - a. First and Second incident: No disciplinary action - Documented verbal warning.
 - b. Third incident: No disciplinary action – Preventive Action Counseling.
 - c. Fourth and Fifth incidents: Written warning/Corrective Action Counseling; Fire Commission advised.
 - d. Sixth incident: Referred to Fire Commission for employment termination.

In the event an employee receives a second or third written warning in a rolling 24 month time period, employment may be terminated.

E. Leave Without Pay (LWOP)

- 1) Full-time Employees:

No employee will be allowed to use PTO hours in excess of accrued PTO hours. A negative balance in an employee's PTO bank is not authorized. However, it is understood that unforeseen circumstances may arise where an employee will exhaust all accrued PTO hours and have a legitimate requirement for leave. In these situations the Fire Chief, or for the Fire Chief, the Fire Commission Chair, may authorize Leave Without Pay (LWOP).

LWOP will only be authorized when:

- a. All PTO hours have been exhausted.
- b. No other leave policy applies to the situation in question.
- c. LWOP must be for an unforeseen emergency or another matter of an urgent nature, specific need or hardship.
- d. The period of leave will be determined by the Fire Chief, or in the case of the Fire Chief, the Fire Commission Chair.

During LWOP period all pay and other benefits will cease. Employees on LWOP may purchase health insurance from the Fire Department at their own expense. Arrangements for payment must be made with the Treasurer prior to approval of LWOP.

During LWOP periods full-time employees are not to participate in department activities, unless such participation is directly related to maintenance of medical licensure, and only then with the express written consent of the Fire Chief, or in the case of the Fire Chief, the Fire Commission Chair.

2) Call force, Part-time, Per Diem Employees:

Situations may arise when non-benefits eligible employees may require a period of leave. The Fire Chief is authorized to grant LWOP to call force, part-time or per diem employees on a case-by-case basis. The leave period will be determined by the Fire Chief.

LWOP for these employees will only be authorized when:

- a. No other leave policy applies to the situation in question.
- b. LWOP is for an unforeseen emergency or another matter of an urgent nature, a specific need or hardship.
- c. Such leave is required by the employee's primary employer.
- d. Such leave is for personal educational requirements.

During LWOP period all pay and any other benefits will cease.

During LWOP periods employees are not to participate in department activities, unless such participation is directly related to maintenance of medical licensure, and only then with the express written consent of the Fire Chief.

9.3 EARNED PAID LEAVE (EPL)

Effective January 1, 2021, Maine enacted a new Paid Time Off law (26 MRS § 637).

Earned paid leave (EPL) shall accrue for all covered Town employees, as defined by the Employment Security Act, 26 MRS § 1043(11), at a rate of one (1) hour earned for every forty hours worked during one year of employment. Under the law, employees are eligible to receive paid time off if they are a non-seasonal, part time, per diem, or temporary employee who has been employed for at least 120 calendar days. **All probationary full-time employees will be covered by EPL for the first 6 months of employment only, after which they will follow the Personnel Policy.**

Covered Employees: Employees making more than \$1,000 per year are entitled to one (1) hour of time off for every 40 hours worked up to a maximum of 40 hours per year. Employees who have "time-off" benefits for sick leave or vacation time which are greater than those provided in this Section 9.3 are unaffected and not covered by the EPL.

EPL Accrual: No more than 40 hours of earned paid leave will be accrued during any one-year period of Town employment. The one-year "EPL eligibility period" shall be defined as follows:

- Existing Town employees hired prior to 01/01/2021: Accrual of EPL for existing employees will begin on 01/01/2021; such existing employees shall thereafter accrue and use EPL on a calendar year basis (January 1st through December 31st annually).

- Employees hired after 01/01/2021; Employees hired on or after 01/01/2021 will accrue EPL on a rolling one (1) year basis, commencing on their date of hire' such employees shall thereafter accrue and use EPL on an anniversary year basis.

Existing employees who have been employed more than 120 days as of 01/01/2021 may begin using EPL as of 01/01/2021. All other employees, including employees hired on or after 01/01/2021, may not use EPL until after 120 days of Town employment.

EPL Limit: The accrual limit is a maximum of 40 hours of accrued time.

Termination: EPL does not have a cash value and will not be paid out at termination of employment. Any employee who returns to work for the Town within a one year of the last day of previous employment will have any unused balance reinstated.

Minimum PTO Increments: The smallest increment of EPL an employee can take is one (1) hour.

Notice:

EPL can be used for any purpose. If EPL is for a scheduled purpose, the Town requires a two-week prior written notice of the intention to take time off and must have the request approved for scheduling purposes. Emergency circumstances or illness may make advanced notice impossible.

All EPL used will be paid at the employee's regular rate of pay as established in the week immediately prior to taking the earned leave.

9.4 Retirement Plan Match Description

After the first six (6) months of employment, all ~~fulltime~~ employees are eligible to enter into a retirement ~~match~~ program. Open enrollment for the 457(b) program is 6-months from date of hire or January and July of any year. There is no match provided by the employer.

9.5 Maine State Retirement

MPERS is the retirement offer by the town. Only Full-time employees are eligible for this retirement benefit.

ARTICLE X: INSURANCES

10.1 Medical Insurance

Medical insurance is available to full-time (40 hours per week) year round employees' eligible for this coverage.

The Fire Department pays for 100% of the annual premium cost for employees. The Fire Department does not pay any additional amount towards family, spouse or dependent coverage. Family, spouse or dependent coverage is available through the Fire Department's medical insurance provider; however, all costs associated with this additional coverage will be the responsibility of the employee. If selected, these expenses will be deducted pre-tax from the employee's payroll. Employees should contact the Fire Department Treasurer for additional information regarding available Medical Insurance Coverage and associated costs.

10.2 Dental Insurance

Dental insurance is available to full-time (40 hours per week) year round employees' eligible for this coverage.

The Fire Department pays for 100% of the annual premium cost for employees. The Town does not pay any additional amount towards family, spouse or dependent coverage. Family, spouse or dependent coverage is available through the Fire Department's dental insurance provider; however, all costs associated with this additional coverage will be the responsibility of the employee. If selected, these expenses will be deducted pre-tax from the employee's payroll. Employees should contact the Fire Department Treasurer for additional information regarding available Dental Insurance Coverage and associated costs.

10.3 Income Protection

An income protection plan is available for full time employees. The amount of income protection insurance available is 40%, 55% and 70% of employee's salary. Cost of this coverage is at the expense of the employee.

10.4 Medical Insurance Alternative

If an eligible employee at the beginning of each calendar year covered elects not to participate in the Fire Department's provided medical insurance coverage and provides documented proof that he/she is otherwise covered, the Fire Department will reimburse the employee one-half (1/2) of the cost saved as a result of the election of reduced coverage or no coverage. The cash payments under this provision are taxable income and shall be paid to the employee as an addition to his/her regular paycheck.

10.5 Vision Plan

A Vision Plan is available to full-time employees. The entire cost of the plan is paid by the employee. Plan details are available from the Fire Department Treasurer.

10.6 Life Insurance

Life insurance for full-time employees is paid by the Fire Department at the level equal to one times the employee's annual salary. Any additional life insurance will be paid by the employee.

ARTICLE XI: OTHER BENEFITS

Unless otherwise mandated by law, these benefits are available to full-time employees only.

11.1 Worker's Compensation

The Town of Dayton provides Worker's Compensation Insurance coverage for all employees. When an on-the-job accident occurs, the affected employee is to report it immediately to the Fire Chief or to his/her designee. The Fire Chief or his/her designee shall notify the Municipal Officers' Office immediately of the injury so that any necessary accident and injury reports may be completed. Such reports are necessary to comply with laws and initiate Worker's Compensation benefits. The Fire Department will require documentation from the employee's doctor or the designated Occupational Health Provider in order to return from an on the job injury.

11.2 Social Security

The Fire Department participates jointly with employees in Social Security payments. Benefits provided include a retirement feature, survivor's benefits payment if death occurs before retirement, disability insurance and Medicare coverage.

11.3 Unemployment Compensation

The Fire Department provides unemployment compensation benefits to employees in accordance with State and Federal law.

11.4 Bereavement Leave

Any full-time employee may be excused from work for:

- a. Up to five (5) days/shifts because of the death of his/her spouse or children with up to 72 hours of paid leave and/or
- b. Up to three (3) days/shifts because of a death in his/her immediate family with up to 24 hours of paid leave.

The employee shall be paid his/her regular rate of pay for the scheduled work hours missed. It is intended that his/her time off be used for the purpose of handling necessary arrangements and attendance of the funeral. One (1) workday may be granted without pay to employees at the discretion of the Fire Chief, or in the case of the Fire Chief, the Fire Commission Chair for attendance at funerals of persons not covered above.

Immediate family includes: parents, brothers, sisters, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, grandparents, grandchildren, step-parents or other relatives living in the same household with the employee.

11.5 Jury Duty

Any full-time employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a workday.

Time paid for Jury Service shall not be counted as time worked for purposes of overtime computation. These provisions shall apply only to employees who have completed their probation period and who give notice of such absence.

11.6 Reimbursement of Expenses

Employees shall be reimbursed for reasonable and authorized expenses incurred while carrying out Fire Department business.

11.7 Family Medical Leave

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specific family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Any employee who has been employed by the Fire Department for 12 months (this does not need to be consecutive) and who has worked at least 1,250 hours during the year preceding the start of the leave is entitled to a family medical leave of up to twelve (12) weeks per year for:

- the birth and care of a newborn child of the employee;
- placement of a child into the employee's family by adoption or by a foster care arrangement;
- care of the employee's spouse, child or parent who has a serious health condition;
- inability of the employee to perform the essential functions of the employee's position due to a serious health condition; or
- qualifying exigencies arising out of the fact that the employee's spouse, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Eligible employees are entitled to twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next-of-kin (military caregiver leave).

Employees who have worked for twelve (12) months but less than 1,250 hours during the past year and are not eligible for federal family medical leave, may be eligible for a ten-week family medical leave pursuant to the Maine Family and Medical Leave Act.

The twelve (12)-month period during which the twelve weeks of family medical leave may be taken is measured forward from the date an employee's first family medical leave begins, and the next 12-month period would begin the first time family medical leave is taken after completion of any previous 12-month period.

- a. To be eligible for a family medical leave, the employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless the employee is prevented from giving notice because of a medical emergency. The employee requesting family medical leave must do so on a preprinted form available in the Municipal Officers' Office.
- b. The Fire Department may require certification from a physician to verify the amount of leave requested by the employee.
- c. Family medical leave is without pay. If the employee is enrolled in group medical insurance prior to utilizing unpaid leave, the Fire Department will pay for the employer's share of the medical insurance premium for the period of the unpaid family medical leave; said period not to exceed twelve (12) weeks. The employee's share of medical insurance, life insurance, income protection and retirement benefits will continue during the period of unpaid leave at the cost of the employee.
- d. The employee may use accrued Paid Time Off in accordance with the policies concerning such leave, to cover absences related to family medical leave; however, the total amount of family medical leave may not exceed twelve (12) weeks.
- e. Paid Time Off does not accrue during an unpaid leave period.
- f. Upon the end of the family medical leave, an employee will be restored to the position occupied by the employee immediately prior to the commencement of the leave or to an equivalent position with the same employee benefits and pay as existed immediately prior to the commencement of the leave, except in the event of conditions unrelated to the employee's

- taking of a family medical leave which prevent the restoration to the same or equivalent position.
- g. An employee must return to work from the family medical leave no later than the first working day following the expiration of the leave. If the employee has not returned at the expiration of the leave, his/her termination date will be the last day she/he was entitled to group coverage.
 - h. An employee may take leave on an intermittent basis or by working a reduced schedule with prior written approval by the Fire Chief, or, in the case of the Fire Chief, the Fire Commission Chair.

11.8 Military Leave:

Employees who are members of the uniformed services, including: the Armed Forces (Army, Navy, Air Force, Marines, Coast Guard); the Army or Air National Guard; Army, Navy, Air Force, Marine, or Coast Guard Reserve; or commissioned corps of the Public Health Service, shall have all rights and reemployment rights afforded to them under the Uniformed Services Employment and Reemployment Rights Act (USERRA), and all state laws. Employees should contact the Municipal Officers' Clerk for more details of the rights afforded under this policy and applicable laws. A request for military leave under this section must be accompanied by military orders or formal letter from the employee's military commander.

IN WITNESS WHEREOF, the Towns have by their duly authorized municipal officers caused this Personnel Policy to be executed this _____ day of _____ 2024.

For the Town of Lyman

By: _____
Jessica Picard, Chair Select Board

Victoria Gavel, Select Board

Amber Swett, Select Board Member

David Alves, Select Board Member

Joseph Wagner, Select Board Member

For the Town of Dayton

By: _____
Scott Littlefield, Chair Select Board

Jarod Harriman, Select Board Member

Christopher Belanger, Select Board Member

RECORD OF AMENDMENTS TO THE GOODWINS MILLS FIRE-RESCUE PERSONNEL POLICY

Fire Department Personnel Policy Established

The Selectmen of the Towns of Lyman and Dayton established this Personnel Policy on November 30, 2011 for the Joint Municipal Fire-Rescue Department (Fire Department) pursuant to the Interlocal Agreement between the Towns of Lyman and Dayton for Joint Operation and Management of Fire and Emergency Rescue Services.

First Amendment - adopted on May 8, 2012:

- 1) Article III-EMPLOYMENT CLASSIFICATIONS, last sentence of introductory paragraph -Added the word "in" to correct an editorial error.
- 2) Sections 3.1 Full-Time Employment and 3.2 Part-Time Employment - Changed "52 hours per week" to "40 hours per week".
- 3) Section 8.1 Employee/Volunteer Discipline, c.) Suspension - Added new second paragraph to allow the Fire Chief the authority to immediately suspend an employee/volunteer for reasons stated in Section 8.1 based on his/her professional judgment.
- 4) Sections 10.1 Medical Insurance and 10.2 Dental Insurance – Revised these sections to more clearly state that insurance is available to full time (40 hours per week) year round employees, does not cover family, spouse or dependents at Town expense, and is deducted pre-tax from the employee's payroll.

Second Amendment - adopted on June 5, 2012:

Section 6.3 Physical Fitness - Amended to bring the Personnel Policy into conformance with the OSHA 29 CFR 1910.134, Respiratory Protection Standards, as amended by the Maine bureau of Labor Standards for Maine Public Sector, and also reduce the annual cost of the physical examinations.

Third Amendment - adopted on July 1, 2013:

- 1) Changed "Joint Fire-Rescue Department" to "Fire Department" throughout document for simplicity.
- 2) Section 3.4 On-Call Employment – Replaced existing section with a revised section to include, in addition to firefighting and emergency services, other Fire Department activities such as meetings, training, details, etc. Also states that the Fire Department personnel policies apply to on call employees.
- 3) Section 6.3 Physical Fitness - Deleted the word "annually" in the first sentence to correct an editorial error.
- 4) Section 9.1 Holidays – Added a paragraph stating that Fire Station on-duty employees are entitled to key holiday incentive pay for each hour worked, at an hourly rate determined by the Fire Commission.

Fourth Amendment - adopted on January 29, 2014:

Added new Section 10.4 Medical Insurance Alternative.

Fifth Amendment - adopted on February 22, 2014 to Section 9.2 Vacation:

- 1) Allow GMFR employees to have their vacation based on employment anniversary date rather than fiscal year.
- 2) States that Fire Commission approves the Fire Chief's vacation.

Sixth Amendment – adopted July 31, 2015 2018:

- 1) Revised Section 6.3 Physical Examinations/Tests to allow employees who work full time for another Fire Department to submit the medical release from that Department; also allows physical examinations to be completed by personal physicians based on job descriptions.
- 2) Added Section 9.2 Paid Time Off and periods of Leave Without Pay, in place of Sections 9.2 Vacation, and 9.3 Sick Leave/Personal Days. Renumbered Section 9.4 Retirement Plan as Section 9.3.
- 3) Revised Section 9.3 Retirement Plan to increase the Fire Department retirement plan match from 2.5% to 3 % of gross wages; added Sections 10.5, Vision Plan and 10.6, Life Insurance; all to be in agreement with Town of Lyman Municipal Employees Personnel Policy.
- 4) Added explanatory material to Section 11.7 Family Medical Leave.
- 5) Editorial Changes:
 - a. Revised Section 1.1 Preamble to incorporate Personnel Policy lead-in paragraph.
 - b. Changed “Boards of Selectmen” to “Municipal Officers”; changed “Town” to “Fire Department” where appropriate; added and deleted wording for clarity; throughout document.

Seventh Amendment – adopted January 7, 2019:

- 1) ~~Revised Section 2.8 Probation Period changing the probation period from six months to 12 months for all full-time employees newly hired or rehired and 24 months for all part-time, per diem or call force employees hired or rehired. It also defined rehiring. REPEALED~~
- 2) Revised Section 9.3 Retirement Plan. Changing the wording from completing the probationary period to complete six (6) months of employment.

Eighth Amendment – adopted ??

Ninth Amendment – adopted June 17, 2019

Revised Section 9.3 Retirement Plan

- 1) Changed “Fire Department” to Town
- 2) Match percentage from 3% to 4%, match increasing 1% each year until reaching 6% on 7/1/2021
- 3) Added reference to 457(b) program

Tenth Amendment – July 23, 2023

Section 1.1

- 1). Change Lyman to Dayton

Section 2.11

- 1). Change Lyman to Dayton

Section 5.1

- 1). Removed B. and added call force to biweekly pay

Section 9.1

- 1). Change Columbus Day to Indigenous Peoples Day

Added section 9.5

- 1) Added Maine State Retirement and removed town match for ICMA

Section 11.1

- 1). Changed Lyman to Dayton

Section 11.4

1) Define bereavement hours of pay
Section 9.3

1) Addition of EPL

Eleventh Amendment

1. Holidays

- a. Addition of Juneteenth
- b. Addition of Thanksgiving Friday

ITEM #4: (b.) Cemetery Committee - Adopt a Plot Initiative

LYMAN CEMETERY COMMITTEE LOOKING FOR VOLUNTEERS TO ADOPT A CEMETERY OR A HEADSTONE **WANT TO HELP?**



*An honor and a privilege to pay our respects
to our Veterans*

Are you interested in caring for a specific Cemetery, or a particular stone or 2?

ALL DONATIONS appreciated. For a list or view of where cemeteries are, see the GPS map, and the list of Cemeteries.

We have the flags, and holders for any missing Veterans, and if you know of a cemetery that's not been cared for, please let us know, and if you'd like to begin the care. You can reach us @
lymancemetery2019@gmail.com

From: the2randalls@twc.com
To: [Town Manager](#)
Cc: ["hollislyman@sacoriver.net"](mailto:hollislyman@sacoriver.net)
Subject: RE: Gordon Cemetery Number #48
Date: Saturday, October 5, 2024 1:04:16 PM

Sheila and I will work on some of these details.

As for a cemetery being in private property, about 95% of them are, however the property owners must allow us access to the cemetery because they don't technically own the cemetery.

Yes, we always as property owners to pass over their land to access the cemetery unless it's town land.

Katrina

From: "Town Manager"
To: "hollislyman@sacoriver.net", "Katrina and Bob Randall"
Cc:
Sent: Friday October 4 2024 1:13:16PM
Subject: RE: Gordon Cemetery Number #48

Hi Katrina,

If this cemetery is on Private Property, these folks would need to get permission from the property owners before proceeding. As long as they have the property owner's permission and they are just focusing on this specific cemetery, they don't need to be sworn in on the committee.

The committee should review and amend the adopt a plot project and outline some specifics to avoid any confusion.

Such as,
Private property, getting permission from land owners

If the cemetery is on Town Owned Property, then they probably should be appointed as a committee member so they can be covered under our volunteer insurance policy.

Defining the role of adopting a plot and/or stone. What does that entail specifically? Mowing, laying flags, cutting trees, repairs, etc.

It's not clear if you're collecting money donations in general or for specific plots/stones. If someone wants to donate money for specific plots/stones (Other than the Burbank fundraiser we have) we won't be able to keep track of those funds ensuring it gets used only for that specific plot/stone. Money donations will have to go into the general fundraising expense account.

Once you guys summarize the details, the Select Board can review it.

Lindsay Gagne
Town Manager
FOAA officer

11 So. Waterboro Rd Lyman, ME 04002

207-247-0642
207-499-7562
townmanager@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.

-----Original Message-----

From: hollislyman@sacoriver.net <hollislyman@sacoriver.net>
Sent: Friday, October 4, 2024 11:41 AM
To: Katrina and Bob Randall <the2randalls@twc.com>; Town Manager
<townmanager@lyman-me.gov>
Subject: Fwd: Gordon Cemetery Number #48

I'm just following up on this. It would make sense to me that this family would become sworn members and then they can care take this plot.
Let me know if that works.

Thanks,

Sheila

----- Original Message -----

Subject: Fwd: Gordon Cemetery Number #48
Date: 2024-09-18 1:44 pm
From: hollislyman@sacoriver.net
To: Katrina and Bob Randall <the2randalls@twc.com>, Town Manager
<townmanager@lyman-me.gov>

Hello ladies,

Please see the attached email regarding adopting one of our cemeteries.
I imagine that they would need to be sworn in in order to work in the cemetery? We should put together a policy for future and also, to let them know how to go about this.

Thanks,
Sheila

----- Original Message -----

Subject: Fwd: Gordon Cemetery Number #48
Date: 2024-09-18 9:35 am
From: Lyman Cemetery <lymancemetery2019@gmail.com>
To: Sheila McNeil <hollislyman@sacoriver.net>

----- Forwarded message -----

From: Lyman Cemetery <lymancemetery2019@gmail.com>
Date: Wed, Sep 18, 2024, 9:35 AM
Subject: Re: Gordon Cemetery Number #48
To: Calhan Clark <calhan.clark@gmail.com>

Hello Callhan,

Thank you so much for reaching out. I will find out what is necessary for you to adopt this cemetery and get back to you!

On Sat, Sep 7, 2024, 6:55 PM Calhan Clark wrote:

> Dear Lyman Cemetery Committee,
> My name is Calhan Clark. I am 12 and live in Lyman very close to Peach
> Orchard Road, where Gordon Cemetery #48 is. I was wondering if my
> parents and I could adopt this cemetery. We could visit it monthly,
> seasonally, or every major holiday. I have gone into this cemetery
> many times after school and learned the story of Henry Gordon and his
> family's horrific death. If I adopted the cemetery I would weed whack
> around the stones, put up flags for Henry on veteran holidays, and I
> would clear brush after storms. I believe that if I adopted this
> cemetery it would be in much better shape. Can you let me know what I
> need to do/what the process is to adopt Gordon Cemetery #48.
>
> Best regards, Calhan Clark.
>
>
>

From: [katrina.randall](#)
To: [Town Manager](#); [Sheila McNeil](#)
Subject: Adopt a cemetery
Date: Monday, October 7, 2024 3:34:02 PM
Attachments: [If this cemetery is on Private Property from linsay 10 4 2024.docx](#)
[ownership of cemeteries and maintenance.docx](#)
[LYMAN CEMETERY COMMITTEE.docx](#)

Hi Linsay,

Attached are 3 documents. One is the email you sent to me. I've put it into word, and replied in red. Another is a highlighted portion of a state law about who and how cemeteries are maintained. Last is an application idea for those who would like to adopt a gravestone, or a cemetery.

Maybe at the selectman meeting tonight (I think there's one tonight) it could be presented to them also.

Let me know your thoughts.

Thanks !

Katrina

Katrina Randall, RN
PH: 207-651-2174
Geriatric Care Manager

email: akatrinacare@gmail.com

From Lindsay

If this (peach orchard for instance) cemetery is on Private Property, these folks would need to get permission from the property owners before proceeding. As long as they have the property owner's permission and they are just focusing on this specific cemetery, they don't need to be sworn in on the committee.

The committee should review and amend the adopt a plot project and outline some specifics to avoid any confusion.

Such as,

Private property, getting permission from land owners

If the cemetery is on Town Owned Property, then they probably should be appointed as a committee member so they can be covered under our volunteer insurance policy.

Defining the role of adopting a plot and/or stone. What does that entail specifically? Mowing, laying flags, cutting trees, repairs, etc.

It's not clear if you're collecting money donations in general or for specific plots/stones. (We are trying to follow the suggestion of Amber at the Selectboard meeting). If someone wants to donate money for specific plots/stones (Other than the Burbank fundraiser we have) we won't be able to keep track of those funds ensuring it gets used only for that specific plot/stone. Money donations will have to go into the general fundraising expense account. (Of course, it will go to the general fund-raising account. If a person/family want to have their donation go to a specific cemetery, it seems best we ask them to manage the cemetery themselves or use their donation funds to have someone mow, trim, clean up).

Once you guys summarize the details, the Select Board can review it.

LYMAN CEMETERY COMMITTEE

Adopt a Grave Application

Must be completed for each grave, or cemetery

Name of volunteer(s)

Address:.....

.....

Contact number:

Name on gravestone (or cemetery)

Gravestone (or cemetery) location.....

Proposed work.....

.....

.....

The volunteer(s) understand and agrees that the Cemetery shall not be liable for injury to the volunteer.

Signature(s) of volunteer.....

.....

Date:.....

Lyman Cemetery Official Approval

Town Manager and/or Selectman approval

DATE OF TOWN OFFICIALS:

NOTE: Approval to proceed will be granted by a Cemetery member upon completion by review of the work performed. Cleaning of stones, or reconstruction of headstones require training from one of the Lyman Cemetery Committee members trained in this work.

13 § 1303. Ownership and operation

Every cemetery, except Veterans' Memorial Cemetery established under Title 37-A, chapter 2, hereafter established shall be owned, maintained or operated by a municipality or other political subdivision of the State, a church, a religious or charitable society, or by a cemetery association incorporated as provided in section 1071 or 1301.

Page 6 of 10

Every such cemetery shall be located in accordance with statutes already in force and effect, and only after consent for such location has been obtained from the municipality or other political subdivision where the same is proposed to be located, as well as from the Bureau of Health. No cemetery, community mausoleum, crematory or columbarium hereafter established shall be maintained or operated for the purpose of private profit or gain, either directly or indirectly, to any director, officer or member of the cemetery association or other agency owning, maintaining or operating the same, or of any holding company or development company employed to develop, build and dispose of the same. A cemetery lawfully established prior to July 24, 1937 may continue to be owned, maintained and operated under the form of organization adopted therefor. Any corporation organized prior to July 24, 1937 which is authorized or empowered to own, construct, maintain or operate cemeteries or burial grounds may lawfully own, construct, maintain or operate mausoleums, crematories or columbaria in connection therewith, in accordance with the laws existing and effective up to the time of July 24, 1937.

Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
Subchapter 2: BURYING GROUNDS
Article 2: DUTIES OF TOWN OR COUNTY

§1101. Maintenance and repairs; municipality

1. Grave sites of veterans in ancient burying grounds. In any ancient burying ground, as referenced in Title 30-A, section 5723 ([../30-A/title30-Asec5723.html](#)), the municipality in which that burying ground is located, in collaboration with veterans' organizations, cemetery associations, civic and fraternal organizations, descendants of veterans buried in the ancient burying ground and other interested persons, shall keep in good condition all graves, headstones, monuments and markers designating the burial place of Revolutionary soldiers and sailors and veterans of the Armed Forces of the United States. To the best of its ability given the location and accessibility of the ancient burying ground, the municipality, in collaboration with veterans' organizations, cemetery associations, civic and fraternal organizations, descendants of veterans buried in the ancient burying ground and other interested persons, shall keep the grass, weeds and brush suitably cut and trimmed on those graves from May 1st to September 30th of each year. A municipality may designate a caretaker to whom it delegates for a specified period of time the municipality's responsibilities regarding an ancient burying ground. A caretaker for a municipality may be designated only by a writing signed by the municipal officers as defined in Title 30-A, section 2001, subsection 10 ([../30-A/title30-Asec2001.html](#)).

[PL 2019, c. 561, §1 (AMD).]

1-A. Grave sites of persons who are not designated as veterans in ancient burying grounds. To the best of its ability given the location and accessibility of the ancient burying ground, the municipality in which an ancient burying ground is located may keep the grass, weeds and brush suitably cut and trimmed from May 1st to September 30th of each year on all graves, headstones, monuments and markers in the ancient burying ground not designating the burial place of Revolutionary soldiers and sailors and veterans of the Armed Forces of the United States. A municipality may designate a caretaker to whom it delegates for a specified period of time the municipality's functions regarding an ancient burying ground.

[PL 2013, c. 524, §1 (NEW).]

2. Grave sites of veterans in public burying grounds. A municipality, cemetery corporation or cemetery association owning and operating a public burying ground shall, in collaboration with veterans' organizations, cemetery associations, civic and fraternal organizations and other interested persons, keep the grave, headstone, monument or marker designating the burial place of any veteran of the Armed Forces of the United States in that public burying ground in good condition and repair from May 1st to September 30th of each year.

A municipality in which a public burying ground is located may, in collaboration with veterans' organizations, cemetery associations, civic and fraternal organizations and other interested persons, adopt standards of good

condition and repair to which grave sites of veterans of the Armed Forces of the United States must be kept. The standards at a minimum must detail how to maintain the grave, grass and headstones.

If a municipality does not adopt standards, the municipality, cemetery corporation or cemetery association shall apply the following standards of good condition and repair:

A. [PL 2013, c. 524, §1 (RP).]

B. [PL 2013, c. 524, §1 (RP).]

C. [PL 2013, c. 524, §1 (RP).]

D. Ensure that grass is suitably cut and trimmed; [PL 2013, c. 524, §1 (AMD).]

E. Keep a flat grave marker free of grass and debris; and [PL 2013, c. 524, §1 (AMD).]

F. Keep the burial place free of fallen trees, branches, vines and weeds. [PL 2013, c. 524, §1 (AMD).]

[PL 2013, c. 524, §1 (AMD).]

SECTION HISTORY

PL 1977, c. 255, §1 (AMD). PL 1999, c. 700, §1 (AMD). PL 2013, c. 421, §1 (RPR). PL 2013, c. 524, §1 (AMD). PL 2019, c. 561, §1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

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Title 30-A: MUNICIPALITIES AND COUNTIES**Part 2: MUNICIPALITIES****Subpart 3: MUNICIPAL AFFAIRS****Chapter 131: HISTORY AND OBSERVANCES****§2901. Decoration of veterans' graves on Memorial Day**

1. Decoration of veterans' graves. Each municipality, as directed by its municipal officers, annually shall decorate on the day Memorial Day is observed the graves of veterans of the Armed Forces of the United States of America with an American flag and appropriate flag holders.

[PL 1999, c. 700, §3 (AMD).]

2. Erection of flagpole as alternative.

[PL 1999, c. 700, §3 (RP).]

3. No effect on individuals' right to decorate. This section does not in any way affect the right of any friend or relative of a deceased veteran to decorate the grave.

[PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

4. Bell ringing on Veterans Day. Each municipality shall, unless it will cause the municipality to incur an additional expense, cause any public bell or clarion within its possession or control to be rung at 11:00 a.m. on Veterans Day, and the municipal officers of each municipality shall request that any other bell or clarion within the municipality be rung voluntarily at 11:00 a.m. on Veterans Day, and shall take such steps as are necessary to properly coordinate public and volunteer events.

[PL 1999, c. 700, §3 (AMD).]

5. Unorganized townships. If veterans' graves as described in this section are located in an unorganized township, the county in which that unorganized township is located is subject to the provisions in this section.

[PL 1999, c. 700, §3 (NEW).]

6. Graves on land owned by Federal Government. Veterans' graves located on a site that was owned by the Federal Government as of January 1, 2000 are not subject to the requirements of this section.

[PL 1999, c. 700, §3 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §§A2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §§C8,10 (AMD). PL 1989, c. 211 (AMD). PL 1999, c. 700, §3 (AMD).

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Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
Subchapter 2: BURYING GROUNDS
Article 2: DUTIES OF TOWN OR COUNTY

§1101-A. Definition

As used in this article, unless the context otherwise indicates, the following terms have the following meanings.

[PL 2003, c. 421, §1 (AMD).]

1. Ancient burying ground. "Ancient burying ground" means a cemetery established before 1880 in which burial is restricted to:

A. Members of the family or families that established the cemetery, their descendants or others as chosen by the members of the family or families that established the cemetery; or [PL 2019, c. 561, §2 (NEW).]

B. Persons or a group of persons as specified by the persons or group of persons that established the cemetery.

[PL 2019, c. 561, §2 (NEW).]

The existence of an ancient burying ground may be established in accordance with section 1101-B, subsection 3 ([../13/title13sec1101-B.html](#)).

[PL 2019, c. 561, §2 (RPR).]

2. Columbarium. "Columbarium" means a structure or room or space in a mausoleum or other building containing niches or recesses for disposition of cremated human remains or human remains that have been subjected to natural organic reduction.

[PL 2023, c. 676, §4 (AMD).]

3. Community mausoleum. "Community mausoleum" means an aboveground structure designed for entombment of human remains of the general public, as opposed to the entombment of the remains of family members in a privately owned, family mausoleum of no more than 6 crypts.

[PL 2003, c. 421, §1 (NEW).]

4. Public burying ground. "Public burying ground" means a burying ground or cemetery in which any person may be buried without regard to religious or other affiliation and includes a cemetery owned and operated by a municipality, a cemetery corporation or a cemetery association.

[PL 2013, c. 524, §2 (NEW).]

SECTION HISTORY

PL 1999, c. 700, §2 (NEW). PL 2003, c. 421, §1 (AMD). PL 2013, c. 524, §2 (AMD). PL 2019, c. 561, §2 (AMD). PL 2023, c. 676, §4 (AMD).

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Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
 Subchapter 2: BURYING GROUNDS
Article 2: DUTIES OF TOWN OR COUNTY

§1101-B. Ancient burying grounds

(See 1101 above)

1. Access to ancient burying grounds on privately owned land. The owner of an ancient burying ground shall provide a municipality or its caretaker designated pursuant to ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)) access necessary to perform the duties pursuant to ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)) and **Title 30-A, section 2901** ([../30-A/title30-Asec2901.html](#)). Any unreasonable denial to provide access may result in the owner being held responsible for any fines, court costs and attorney's fees incurred by municipalities in legally obtaining access or for failing to meet the requirements of ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)).

[PL 2013, c. 421, §2 (AMD).]

2. Maintenance by landowner. A person who owns a parcel of land that contains an ancient burying ground and chooses to deny access to the municipality or its caretaker designated pursuant to ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)) shall assume the duties as described in ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)) and **Title 30-A, section 2901, subsection 1** ([../30-A/title30-Asec2901.html](#)). Maintenance of an ancient burying ground by the owner exempts the municipality from performing the duties as described in ([../13/title13sec1101.html](#)) ([../13/title13sec1101.html](#))section 1101 ([../13/title13sec1101.html](#)).

A municipality or its caretaker designated pursuant to **section 1101** ([../13/title13sec1101.html](#)) to carry out the municipality's functions regarding an ancient burying ground must have access to any ancient burying ground within the municipality in order to determine if the ancient burying ground is being maintained in good condition and repair. If an ancient burying ground or a veteran's grave within an ancient burying ground is not maintained in good condition and repair, the municipality may take over the care or appoint a caretaker to whom it delegates the municipality's functions regarding an ancient burying ground.

[PL 2013, c. 524, §3 (AMD).]

3. Documentation; lack of documentation or apparent marked boundaries. The existence of an ancient burying ground may be documented in papers, including:

A. Records of the register of deeds; [PL 2019, c. 561, §3 (NEW).]

B. Property deeds; [PL 2019, c. 561, §3 (NEW).]

C. Manuscripts or published records of the history of a county or municipality; [PL 2019, c. 561, §3 (NEW) .]

D. Records of a municipality; or [PL 2019, c. 561, §3 (NEW) .]

E. Historical or current maps. [PL 2019, c. 561, §3 (NEW) .]

A lack of documentation of an ancient burying ground as described in this subsection may not disprove the existence of an ancient burying ground if there is physical evidence of its existence.

A lack of apparent marked boundaries of an ancient burying ground may not disprove the existence of an ancient burying ground.

[PL 2019, c. 561, §3 (NEW) .]

SECTION HISTORY

PL 1999, c. 700, §2 (NEW) . PL 2013, c. 421, §2 (AMD) . PL 2013, c. 524, §3 (AMD) . PL 2019, c. 561, §3 (AMD) .

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Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
Subchapter 3: PUBLIC CEMETERIES

§1303. Ownership and operation

Every cemetery, except Veterans' Memorial Cemetery established under Title 37-A, chapter 2 ([../37-A/title37-Ach2sec0.html](#)), hereafter established shall be owned, maintained or operated by a municipality or other political subdivision of the State, a church, a religious or charitable society, or by a cemetery association incorporated as provided in section 1071 ([../13/title13sec1071.html](#)) or 1301 ([../13/title13sec1301.html](#)). [PL 1973, c. 537, §19 (AMD) .]

Every such cemetery must be located in accordance with statutes already in force and effect, and only after consent for such location has been obtained from the municipality or other political subdivision where the same is proposed to be located, as well as from the Department of Health and Human Services. A cemetery, community mausoleum, crematory, natural organic reduction facility or columbarium hereafter established may not be maintained or operated for the purpose of private profit or gain, either directly or indirectly, to any director, officer or member of the cemetery association or other agency owning, maintaining or operating the same, or of any holding company or development company employed to develop, build and dispose of the same. A cemetery lawfully established prior to July 24, 1937 may continue to be owned, maintained and operated under the form of organization adopted therefor. Any corporation organized prior to July 24, 1937 that is authorized or empowered to own, construct, maintain or operate cemeteries or burial grounds may lawfully own, construct, maintain or operate mausoleums, crematories or columbaria in connection therewith, in accordance with the laws existing and effective up to the time of July 24, 1937. [PL 2023, c. 676, §7 (AMD) .]

SECTION HISTORY

PL 1967, c. 502, §2 (AMD). PL 1973, c. 537, §19 (AMD). PL 2023, c. 676, §7 (AMD) .

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Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
Subchapter 5: PROTECTION AND PRESERVATION

§1371. Approval for repair, maintenance and removal

1. Prior authorization or approval for repair, maintenance or removal. Any person may repair, maintain or remove, subject to the restrictions of subsection 2 ([../13/title13sec1371.html](#)) or 3 ([../13/title13sec1371.html](#)), any tomb, monument, gravestone, marker or other structure placed or designed as a memorial to the dead, or any portion or fragment of any such memorial, or any fence, railing, curb or other enclosure for the burial of the dead, after obtaining written approval of the owner or operator of the cemetery or burial ground, if an owner or operator exists, and one of the following, in the following order of priority.

A. The person must first seek the authorization of the owner of the burial lot or a lineal descendant of the deceased buried there, if the owner or a lineal descendant is reasonable to locate and notify. [PL 2015, c. 294, §1 (AMD).]

A-1. If an owner or lineal descendant listed in paragraph A ([../13/title13sec1371.html](#)) cannot reasonably be located and notified, the person shall seek the authorization of a next of kin, if reasonable to locate and notify, of the deceased buried there. [PL 2015, c. 294, §1 (NEW).]

B. If none of the persons listed in paragraph A ([../13/title13sec1371.html](#)) or A-1 ([../13/title13sec1371.html](#)) can reasonably be located and notified, the person shall obtain the written approval of the municipality or, in the case of unorganized territory, the county in which the cemetery or burial ground is located. [PL 2015, c. 294, §1 (AMD).]

[PL 2015, c. 294, §1 (AMD).]

2. Conditions on removal for repair, restoration or preservation. Removal of a tomb, monument, gravestone, marker or other structure placed or designed as a memorial to the dead, or a portion or fragment of a memorial, is permitted only for the purpose of preservation. A tomb, monument, gravestone, marker or other structure placed or designed as a memorial to the dead, or a portion or fragment of a memorial, may not be removed from the confines of the cemetery or burial ground, except that a person who has obtained authorization or approval described in subsection 1 ([../13/title13sec1371.html](#)) may remove all or a portion of a memorial for a period of no longer than 6 months for the purpose of repair, restoration or preservation, but only when repair, restoration or preservation can not reasonably be accomplished on the site of the cemetery or burial ground. Prior to removal of the memorial, a notice must be submitted to the municipality, or to the county in the case of unorganized territory, stating the location of the burial ground, the identification of the memorial, the authority requesting the removal, the site to which the memorial will be temporarily removed, the proposed date of removal and the proposed date of replacement in the burial ground.

[PL 2015, c. 294, §1 (AMD).]

3. Permanent removal of memorial. If a tomb, monument, gravestone, marker or other structure placed or designed as a memorial to the dead is in such poor condition that it cannot be preserved in its original location, that memorial may be removed by a person who has obtained authorization or approval described in subsection 1 (../13/title13sec1371.html) to another location accessible to the public. Prior to removal of the memorial, a notice must be submitted to the municipality, or to the county in the case of a memorial in unorganized territory, stating the location and identification of the memorial, the authority requesting the removal and the site to which the memorial will be moved and providing documentation of the reason the memorial cannot be preserved in its original location.

When possible, a replacement or replica of the removed memorial must be placed in the original location along with information as to the location of the original memorial. If such placement is not possible, a sign must be placed recording the new location of the memorial.

[PL 2015, c. 294, §1 (NEW).]

All costs associated with actions taken pursuant to this section must be paid by the person or entity that requests the repair, maintenance or removal of a tomb, monument, gravestone, marker or other structure placed or designed as a memorial to the dead, or any portion or fragment of any such memorial, or any fence, railing, curb or other enclosure in the burial lot or cemetery. [PL 2015, c. 294, §1 (NEW).]

The owner, operator or caretaker of a burial lot or a cemetery association that authorizes removal of a memorial pursuant to this section is not responsible or liable for the location or care of the memorial. [PL 2015, c. 294, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 326, §1 (NEW). PL 1997, c. 193, §1 (AMD). PL 2015, c. 294, §1 (AMD).

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Title 13: CORPORATIONS
Part 2: CORPORATIONS WITHOUT CAPITAL
Chapter 83: CEMETERY CORPORATIONS
Subchapter 5: PROTECTION AND PRESERVATION

§1373. Authority to maintain

A municipality may authorize any cemetery association or historical society to maintain any cemetery or burial ground owned, maintained or operated by the municipality. [PL 1987, c. 326, §1 (NEW).]

SECTION HISTORY

PL 1987, c. 326, §1 (NEW).

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Title 30-A: MUNICIPALITIES AND COUNTIES**Part 2: MUNICIPALITIES****Subpart 5: HEALTH, WELFARE AND IMPROVEMENTS****Chapter 151: HEALTH, WELFARE AND IMPROVEMENTS****§3107. Abandoned cemeteries**

1. Abandoned cemetery. For purposes of this section, "abandoned cemetery" means a cemetery in which no burial has been made in the previous 40 years and the lots or grave sites of which have not been maintained within the previous 10 years, except for maintenance rendered by the municipality in which the cemetery is located.

[PL 2005, c. 225, §1 (NEW).]

2. Acquisition by municipality. A municipality may acquire an abandoned cemetery, including ownership of any unoccupied lots or grave sites in the cemetery. The municipality shall use due diligence in identifying any owners of the abandoned cemetery or any of the cemetery's unoccupied lots or grave sites and provide notice to the owners of the municipality's intention to acquire the abandoned cemetery. If a municipality cannot locate an owner pursuant to this subsection, the municipality shall publish notice of its intention to acquire the abandoned cemetery for 3 successive weeks in a newspaper having general circulation in the county in which the municipality is located.

[PL 2005, c. 225, §1 (NEW).]

3. Notice. The notice required in subsection 2 (./30-A/title30-Asec3107.html) must give a basic description of the abandoned cemetery by referencing the municipality's tax maps, set a date and place where objections to the acquisition of the abandoned cemetery by the municipality will be received and heard and, if there are unoccupied lots or grave sites in the abandoned cemetery, state the municipality's intention to acquire the unoccupied lots or grave sites.

[PL 2005, c. 225, §1 (NEW).]

4. Reassertion by owner. If an owner who receives notice under subsection 2 (./30-A/title30-Asec3107.html) objects to the municipality's acquisition of the abandoned cemetery or an unoccupied lot or grave site in the cemetery, the owner must in writing object and reassert the owner's right of ownership over the abandoned cemetery or unoccupied lot or grave site within 14 days of the date of the notice. An owner who reasserts ownership rights under this subsection shall promptly conform to all municipal ordinances concerning the abandoned cemetery or unoccupied lot or gravesite.

[PL 2005, c. 225, §1 (NEW).]

5. Reversion to municipality. Title to an abandoned cemetery and any unoccupied lots or grave sites described in the notice required under subsection 2 (./30-A/title30-Asec3107.html) reverts to the municipality if an objection by an owner of the abandoned cemetery or unoccupied lot or grave site within the cemetery is not received by the 15th day after notice is sent to an identified owner or the last notice is published in a newspaper of general circulation as required under subsection 2 (./30-A/title30-Asec3107.html). After title has reverted pursuant to this

subsection, the municipality shall record a confirmation of the acquisition of the abandoned cemetery, including a basic description of the cemetery referencing the municipality's tax maps, in the registry of deeds in the county in which the cemetery is located.

[PL 2005, c. 225, §1 (NEW).]

6. Maintenance of title and characteristics. Once title to an abandoned cemetery has been recorded by a municipality, that municipality shall maintain the title in perpetuity and may never transfer title to the cemetery. The municipality shall also maintain the characteristics of the cemetery with no change in use of the cemetery land.

[PL 2005, c. 225, §1 (NEW).]

7. Survey and preservation plan. Prior to acquiring an abandoned cemetery under this section, a municipality may cause a survey to be done of the cemetery for which it is acquiring title in order to ascertain the true extent of the cemetery. The municipality may develop a preservation plan with guidance from a local cemetery corporation or association and local or state archaeologists.

[PL 2005, c. 225, §1 (NEW).]

SECTION HISTORY

PL 2005, c. 225, §1 (NEW).

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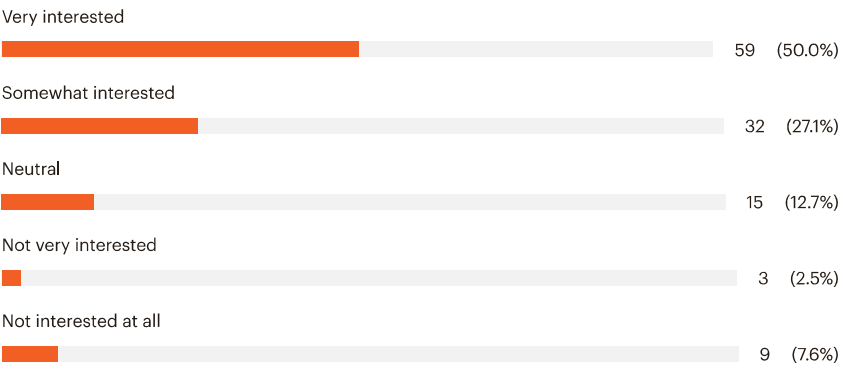
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Question 1 has 118 answers (Radio Buttons)



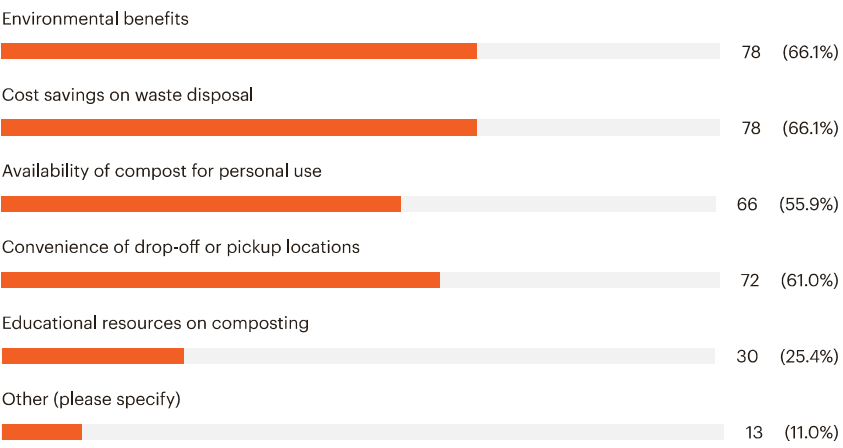
“How interested are you in participating in a municipal composting program?”



Question 2 has 118 answers (Checkboxes)



“What would motivate you to participate in a composting program? (Select all that apply)”



Open text responses to "other":

- "Having a place in Lyman where leaves could be composted."
- "I feel Lyman is too spread out for any kind of composting venture. If we were more compressed could work. I applaud the thought, but don't think it would work."

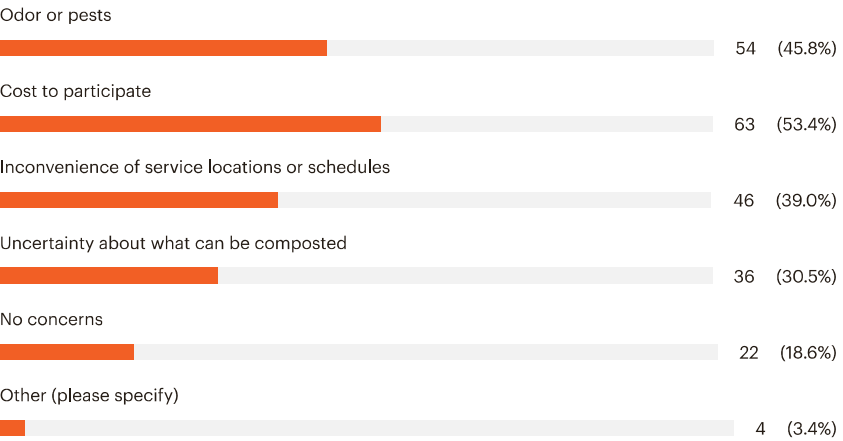
"significant tax savings"

"Nothing "

Question 3 has 118 answers (Checkboxes)



“What concerns, if any, do you have about a municipal composting program? (Select all that apply)”



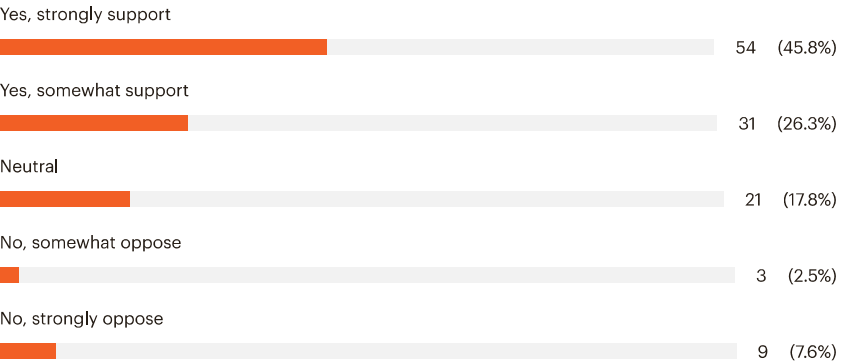
Open text responses to "other":

No responses yet

Question 4 has 118 answers (Radio Buttons)



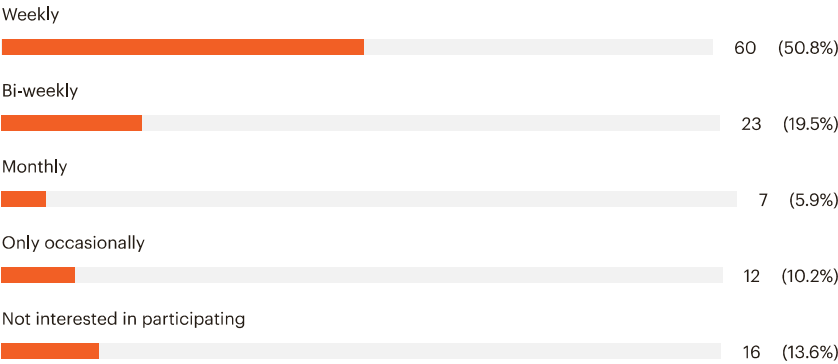
“Would you support the municipality allocating funds to start and maintain a composting program?”



Question 5 has 118 answers (Radio Buttons)

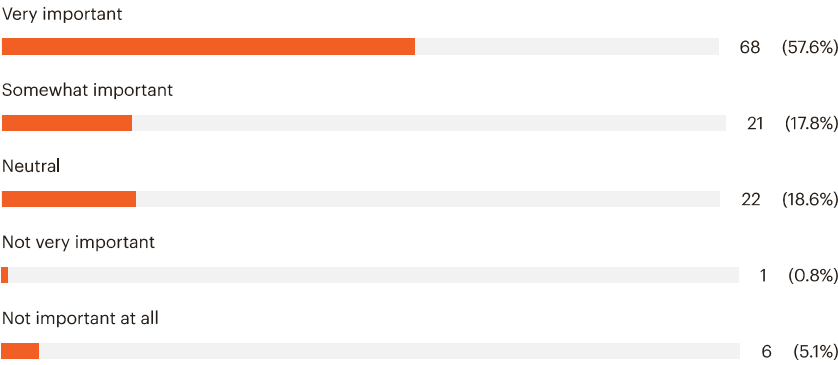


“How frequently would you be willing to participate in composting activities?”



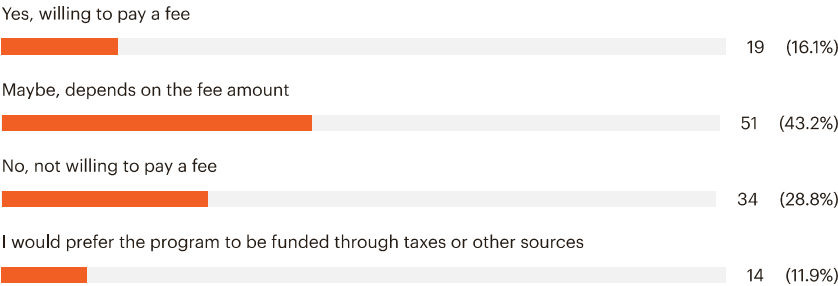
Question 6 has 118 answers (Radio Buttons)  

“How important is it to you that the compost generated by the program be available for community use (e.g., in parks, gardens, or for personal use)?”



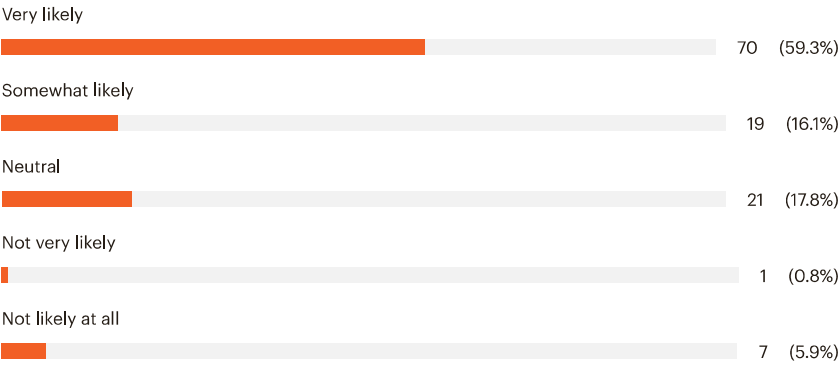
Question 7 has 118 answers (Radio Buttons)  

“Would you be willing to pay a small fee to participate in the composting program if it helps offset costs?”



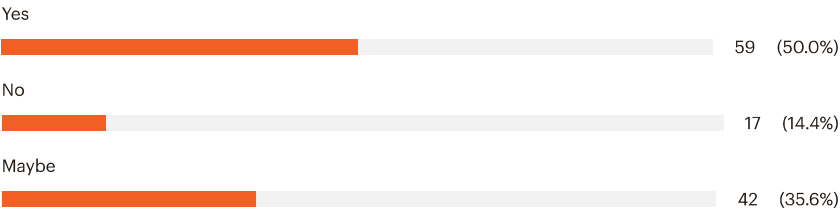
Question 8 has 118 answers (Radio Buttons)  

“How likely are you to recommend the composting program to others in the community if it meets your expectations?”



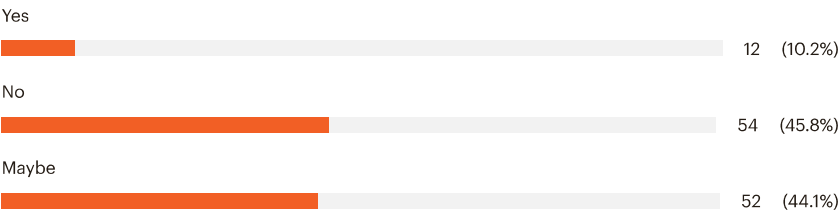
Question 9 has 118 answers (Radio Buttons)  

“Would you be willing to attend an educational session before participating in the food waste diversion program?”



Question 10 has 118 answers (Radio Buttons)  

“Would you consider volunteering your time to support a food waste diversion program in the community?”



Question 11 has 27 answers (Email)

“Subscribe to our email list. If you’d like to receive notifications, events, surveys and other information, please enter your email address below to subscribe to our email list and receive Town emails.”

Expense Summary Report

FUND: 1
ALL Months

ITEM #4: (d.) Expense Report

ACCOUNT	BUDGET		BUDGET ADJUSTMENT	BUDGET		YTD NET	OUTSTAND		UNEXPENDED BALANCE
	ORIGINAL			NET			ENCUM		
101 - SALARIES	732,119.00	0.00	0.00	732,119.00	203,539.70	0.00	0.00	528,579.30	
11 - TOWN HALL	399,519.00	0.00	0.00	399,519.00	117,978.30	0.00	0.00	281,540.70	
10 - SALARIES	399,519.00	0.00	0.00	399,519.00	117,978.30	0.00	0.00	281,540.70	
101 - TOWN MGR	98,757.00	0.00	0.00	98,757.00	30,386.80	0.00	0.00	68,370.20	
103 - HR & FINANCE	76,772.00	0.00	0.00	76,772.00	23,622.16	0.00	0.00	53,149.84	
105 - TOWN CLERK/T	64,165.00	0.00	0.00	64,165.00	19,743.04	0.00	0.00	44,421.96	
106 - ADMIN CLERK	81,202.00	0.00	0.00	81,202.00	15,326.74	0.00	0.00	65,875.26	
115 - ASSESSOR	78,623.00	0.00	0.00	78,623.00	24,191.68	0.00	0.00	54,431.32	
143 - ELECTRICIAN	0.00	0.00	0.00	0.00	4,707.88	0.00	0.00	-4,707.88	
13 - ELECTIONS	9,779.00	0.00	0.00	9,779.00	0.00	0.00	0.00	9,779.00	
10 - SALARIES	9,779.00	0.00	0.00	9,779.00	0.00	0.00	0.00	9,779.00	
182 - BALLOT CLERK	9,429.00	0.00	0.00	9,429.00	0.00	0.00	0.00	9,429.00	
183 - TM MODERATOR	350.00	0.00	0.00	350.00	0.00	0.00	0.00	350.00	
17 - PLANNING	105,541.00	0.00	0.00	105,541.00	30,679.77	0.00	0.00	74,861.23	
10 - SALARIES	105,541.00	0.00	0.00	105,541.00	30,679.77	0.00	0.00	74,861.23	
141 - CEO	69,576.00	0.00	0.00	69,576.00	21,742.37	0.00	0.00	47,833.63	
142 - CEO CLERK	30,865.00	0.00	0.00	30,865.00	8,190.32	0.00	0.00	22,674.68	
147 - PB	5,100.00	0.00	0.00	5,100.00	747.08	0.00	0.00	4,352.92	
18 - APPEALS BD	392.00	0.00	0.00	392.00	0.00	0.00	0.00	392.00	
10 - SALARIES	392.00	0.00	0.00	392.00	0.00	0.00	0.00	392.00	
148 - APPEALS BOAR	392.00	0.00	0.00	392.00	0.00	0.00	0.00	392.00	
21 - RECREATION	4,087.00	0.00	0.00	4,087.00	1,021.75	0.00	0.00	3,065.25	
10 - SALARIES	4,087.00	0.00	0.00	4,087.00	1,021.75	0.00	0.00	3,065.25	
127 - REC DIRECT	4,087.00	0.00	0.00	4,087.00	1,021.75	0.00	0.00	3,065.25	
31 - TRANSFER STA	131,419.00	0.00	0.00	131,419.00	35,875.36	0.00	0.00	95,543.64	
10 - SALARIES	131,419.00	0.00	0.00	131,419.00	35,875.36	0.00	0.00	95,543.64	
131 - TRF STATION	131,419.00	0.00	0.00	131,419.00	35,875.36	0.00	0.00	95,543.64	
51 - ROADS	42,667.00	0.00	0.00	42,667.00	13,128.32	0.00	0.00	29,538.68	
10 - SALARIES	42,667.00	0.00	0.00	42,667.00	13,128.32	0.00	0.00	29,538.68	
151 - RD COMM	42,667.00	0.00	0.00	42,667.00	13,128.32	0.00	0.00	29,538.68	
71 - GA	3,503.00	0.00	0.00	3,503.00	0.00	0.00	0.00	3,503.00	
10 - SALARIES	3,503.00	0.00	0.00	3,503.00	0.00	0.00	0.00	3,503.00	
171 - GA DIRECT	3,503.00	0.00	0.00	3,503.00	0.00	0.00	0.00	3,503.00	
72 - ACO	7,697.00	0.00	0.00	7,697.00	2,368.32	0.00	0.00	5,328.68	
10 - SALARIES	7,697.00	0.00	0.00	7,697.00	2,368.32	0.00	0.00	5,328.68	
175 - ACO	7,697.00	0.00	0.00	7,697.00	2,368.32	0.00	0.00	5,328.68	
99 - NOT SPECIFIC	27,515.00	0.00	0.00	27,515.00	2,487.88	0.00	0.00	25,027.12	

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
101 - SALARIES CONT'D							
10 - SALARIES		27,515.00	0.00	27,515.00	2,487.88	0.00	25,027.12
179 - HEALTH OFFIC		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
191 - EXTRA TIME		2,500.00	0.00	2,500.00	192.88	0.00	2,307.12
199 - SELECT BOARD		23,515.00	0.00	23,515.00	2,295.00	0.00	21,220.00
102 - BENEFITS							
11 - TOWN HALL		240,245.00	0.00	240,245.00	76,537.30	0.00	163,707.70
20 - BENEFITS		10,700.00	0.00	10,700.00	3,067.65	0.00	7,632.35
280 - TRAINING		8,945.00	0.00	8,945.00	2,126.90	0.00	6,818.10
290 - MEMB & DUES		1,755.00	0.00	1,755.00	940.75	0.00	814.25
13 - ELECTIONS		300.00	0.00	300.00	0.00	0.00	300.00
20 - BENEFITS		300.00	0.00	300.00	0.00	0.00	300.00
280 - TRAINING		300.00	0.00	300.00	0.00	0.00	300.00
17 - BUILDINGS CO		540.00	0.00	540.00	145.00	0.00	395.00
20 - BENEFITS		540.00	0.00	540.00	145.00	0.00	395.00
280 - TRAINING		500.00	0.00	500.00	110.00	0.00	390.00
290 - MEMB & DUES		40.00	0.00	40.00	35.00	0.00	5.00
31 - TRANFER STAT		500.00	0.00	500.00	260.00	0.00	240.00
20 - BENEFITS		500.00	0.00	500.00	260.00	0.00	240.00
280 - TRAINING		500.00	0.00	500.00	260.00	0.00	240.00
99 - NOT SPECIFIE		228,205.00	0.00	228,205.00	73,064.65	0.00	155,140.35
20 - BENEFITS		228,205.00	0.00	228,205.00	73,064.65	0.00	155,140.35
201 - FICA		56,122.00	0.00	56,122.00	16,151.58	0.00	39,970.42
210 - HEALTH		116,085.00	0.00	116,085.00	41,877.18	0.00	74,207.82
211 - DENTAL		4,414.00	0.00	4,414.00	1,532.65	0.00	2,881.35
214 - LIFE NO MED		370.00	0.00	370.00	164.10	0.00	205.90
230 - 457B ER MATC		17,217.00	0.00	17,217.00	4,869.27	0.00	12,347.73
231 - MPERS ER		33,997.00	0.00	33,997.00	8,469.87	0.00	25,527.13
110 - GEN ADMIN							
11 - TOWN HALL		162,935.00	0.00	162,935.00	56,709.48	21,750.00	84,475.52
32 - CTRCT SVS EQ		142,167.00	0.00	142,167.00	53,202.61	21,705.00	67,259.39
310 - PROF SVS		75,459.00	0.00	75,459.00	36,556.08	20,050.00	18,852.92
39 - CONT SVS OTH		75,459.00	0.00	75,459.00	36,556.08	20,050.00	18,852.92
315 - MEMB & DUES		11,660.00	0.00	11,660.00	2,336.40	1,000.00	8,323.60
399 - OTHER		7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
50 - UTILITIES		4,160.00	0.00	4,160.00	2,336.40	1,000.00	823.60
		10,470.00	0.00	10,470.00	2,591.04	0.00	7,878.96

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
110 - GEN ADMIN CONT'D						
580 - COMM	10,470.00	0.00	10,470.00	2,591.04	0.00	7,878.96
60 - SUPPLIES	17,998.00	0.00	17,998.00	6,522.47	0.00	11,475.53
610 - SUPPLIES	11,000.00	0.00	11,000.00	3,362.79	0.00	7,637.21
650 - POSTAGE	6,998.00	0.00	6,998.00	3,159.68	0.00	3,838.32
80 - ADVER, PRINT	16,880.00	0.00	16,880.00	1,379.50	655.00	14,845.50
810 - ADVERTISE	2,500.00	0.00	2,500.00	0.00	480.00	2,020.00
830 - FORMS	8,780.00	0.00	8,780.00	0.00	175.00	8,605.00
850 - TOWN REPORT	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
860 - TAX BILLS	3,600.00	0.00	3,600.00	1,379.50	0.00	2,220.50
90 - OTHER	9,700.00	0.00	9,700.00	3,817.12	0.00	5,882.88
910 - MILEAGE/TRAV	8,700.00	0.00	8,700.00	1,244.97	0.00	7,455.03
911 - MI/TRAV ELE	0.00	0.00	0.00	1,658.98	0.00	-1,658.98
915 - EE RECONIT	1,000.00	0.00	1,000.00	913.17	0.00	86.83
17 - BLDGS & CODE	16,268.00	0.00	16,268.00	3,506.87	45.00	12,716.13
39 - CONT SVS OTH	2,528.00	0.00	2,528.00	1,988.00	0.00	540.00
315 - MEMB & DUES	1,928.00	0.00	1,928.00	1,928.00	0.00	0.00
399 - OTHER	600.00	0.00	600.00	60.00	0.00	540.00
60 - SUPPLIES	1,200.00	0.00	1,200.00	249.40	0.00	950.60
610 - SUPPLIES	200.00	0.00	200.00	25.09	0.00	174.91
650 - POSTAGE	1,000.00	0.00	1,000.00	224.31	0.00	775.69
80 - ADVER, PRINT	2,040.00	0.00	2,040.00	0.00	45.00	1,995.00
810 - ADVERTISE	2,040.00	0.00	2,040.00	0.00	45.00	1,995.00
90 - OTHER	10,500.00	0.00	10,500.00	1,269.47	0.00	9,230.53
910 - MILEAGE/TRAV	3,000.00	0.00	3,000.00	1,269.47	0.00	1,730.53
999 - MISC	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00
19 - COMMITTEES	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
90 - OTHER	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
999 - MISC	4,500.00	0.00	4,500.00	0.00	0.00	4,500.00
115 - ELECTIONS	15,517.00	0.00	15,517.00	2,358.38	1,020.00	12,138.62
13 - ELECTIONS	15,517.00	0.00	15,517.00	2,358.38	1,020.00	12,138.62
39 - CONT SVS OTH	10,662.00	0.00	10,662.00	2,133.65	1,020.00	7,508.35
399 - OTHER	10,662.00	0.00	10,662.00	2,133.65	1,020.00	7,508.35
60 - SUPPLIES	2,700.00	0.00	2,700.00	224.73	0.00	2,475.27
610 - SUPPLIES	500.00	0.00	500.00	224.73	0.00	275.27
650 - POSTAGE	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00
670 - SIGNS	200.00	0.00	200.00	0.00	0.00	200.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
115 - ELECTIONS CONT'D							
80 - ADVER, PRINT		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
810 - ADVERTISE		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
90 - OTHER		955.00	0.00	955.00	0.00	0.00	955.00
910 - MILEAGE/TRAV		955.00	0.00	955.00	0.00	0.00	955.00
117 - GEN ADMIN IN							
99 - NOT SPECIFIC		38,543.00	0.00	38,543.00	22,353.50	0.00	16,189.50
38 - CONT SVS INS		38,543.00	0.00	38,543.00	22,353.50	0.00	16,189.50
325 - INS PROP & C		20,382.00	0.00	20,382.00	16,876.00	0.00	3,506.00
326 - INS W.C.		16,511.00	0.00	16,511.00	5,399.50	0.00	11,111.50
327 - INS UNEMPLOY		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
328 - INS VOLUNTEE		150.00	0.00	150.00	78.00	0.00	72.00
119 - CONTINGENCY							
11 - TOWN HALL		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
90 - OTHER		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
999 - MISC		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00
125 - ACO							
72 - ACO		9,328.00	0.00	9,328.00	6,786.73	0.00	2,541.27
39 - CONT SVS OTH		7,628.00	0.00	7,628.00	6,606.50	0.00	1,021.50
381 - ACO		7,628.00	0.00	7,628.00	6,606.50	0.00	1,021.50
90 - OTHER		1,700.00	0.00	1,700.00	180.23	0.00	1,519.77
910 - MILEAGE/TRAV		1,700.00	0.00	1,700.00	180.23	0.00	1,519.77
128 - HHS G/A							
71 - GA		1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
39 - CONT SVS OTH		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SVS		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
60 - SUPPLIES		150.00	0.00	150.00	0.00	0.00	150.00
610 - SUPPLIES		150.00	0.00	150.00	0.00	0.00	150.00
90 - OTHER		350.00	0.00	350.00	0.00	0.00	350.00
910 - MILEAGE/TRAV		350.00	0.00	350.00	0.00	0.00	350.00
129 - HHS SOCIAL S							
75 - SOCIAL SERV		1,132.00	0.00	1,132.00	0.00	0.00	1,132.00
91 - OTHER SOC SV		1,132.00	0.00	1,132.00	0.00	0.00	1,132.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
129 - HHS SOCIAL S CONT'D							
999 - OTHER		1,132.00	0.00	1,132.00	0.00	0.00	1,132.00
131 - ROADS		839,048.00	0.00	839,048.00	12,667.97	0.00	826,380.03
51 - ROADS		839,048.00	0.00	839,048.00	12,667.97	0.00	826,380.03
33 - CONT PROF		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
310 - PROF SERV		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
40 - REPAIRS & MA		838,048.00	0.00	838,048.00	12,667.97	0.00	825,380.03
481 - RDS/CONSTRUC		344,000.00	0.00	344,000.00	0.00	0.00	344,000.00
482 - RDS/RESURFA		323,548.00	0.00	323,548.00	0.00	0.00	323,548.00
483 - RDS/REPAIRS		170,500.00	0.00	170,500.00	12,667.97	0.00	157,832.03
141 - B&G CARE & M		25,004.00	0.00	25,004.00	4,986.00	0.00	20,018.00
11 - TOWN HALL		15,272.00	0.00	15,272.00	4,391.00	0.00	10,881.00
31 - CTRCT SVS BL		10,722.00	0.00	10,722.00	3,398.00	0.00	7,324.00
310 - PROF SVS		10,722.00	0.00	10,722.00	3,398.00	0.00	7,324.00
40 - REPAIRS & MA		4,550.00	0.00	4,550.00	993.00	0.00	3,557.00
410 - BLDGS & GROU		4,550.00	0.00	4,550.00	993.00	0.00	3,557.00
21 - RECREATION		3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
31 - CTRCT SVS BL		1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
310 - PROF SVS		1,300.00	0.00	1,300.00	0.00	0.00	1,300.00
40 - REPAIRS & MA		2,300.00	0.00	2,300.00	0.00	0.00	2,300.00
410 - BLDGS & GROU		2,300.00	0.00	2,300.00	0.00	0.00	2,300.00
22 - BUNGANUT		1,660.00	0.00	1,660.00	370.00	0.00	1,290.00
31 - CTRCT SVS BL		660.00	0.00	660.00	370.00	0.00	290.00
310 - PROF SVS		660.00	0.00	660.00	370.00	0.00	290.00
40 - REPAIRS & MA		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
410 - BLDGS & GROU		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
23 - KBP		190.00	0.00	190.00	225.00	0.00	-35.00
31 - CTRCT SVS BL		190.00	0.00	190.00	225.00	0.00	-35.00
310 - PROF SVS		190.00	0.00	190.00	225.00	0.00	-35.00
31 - TRANSFER STA		4,282.00	0.00	4,282.00	0.00	0.00	4,282.00
31 - CTRCT SVS BL		3,132.00	0.00	3,132.00	0.00	0.00	3,132.00
310 - PROF SVS		3,132.00	0.00	3,132.00	0.00	0.00	3,132.00
40 - REPAIRS & MA		1,150.00	0.00	1,150.00	0.00	0.00	1,150.00
410 - BLDGS & GROU		1,150.00	0.00	1,150.00	0.00	0.00	1,150.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
142 - B&G MOWING CONT'D		62,602.00	0.00	62,602.00	33,617.60	5,554.40	23,430.00
142 - B&G MOWING		11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
51 - ROADS		11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
31 - CTRCT SVS BL		11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
370 - MOWING		11,500.00	0.00	11,500.00	11,400.00	0.00	100.00
90 - MISC		51,102.00	0.00	51,102.00	22,217.60	5,554.40	23,330.00
31 - CTRCT SVS BL		51,102.00	0.00	51,102.00	22,217.60	5,554.40	23,330.00
370 - MOWING		51,102.00	0.00	51,102.00	22,217.60	5,554.40	23,330.00
143 - B&G PLOWING		672,540.00	0.00	672,540.00	166,860.00	296,640.00	209,040.00
11 - TOWN HALL		4,640.00	0.00	4,640.00	0.00	0.00	4,640.00
31 - CTRCT SVS BL		4,640.00	0.00	4,640.00	0.00	0.00	4,640.00
360 - PLOW & SAND		4,640.00	0.00	4,640.00	0.00	0.00	4,640.00
22 - BUNGANUT		700.00	0.00	700.00	0.00	0.00	700.00
31 - CTRCT SVS BL		700.00	0.00	700.00	0.00	0.00	700.00
360 - PLOW & SAND		700.00	0.00	700.00	0.00	0.00	700.00
23 - KBP		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
31 - CTRCT SVS BL		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
360 - PLOW & SAND		1,200.00	0.00	1,200.00	0.00	0.00	1,200.00
31 - TRANSFER STA		9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
31 - CTRCT SVS BL		9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
360 - PLOW & SAND		9,000.00	0.00	9,000.00	0.00	0.00	9,000.00
51 - ROADS		657,000.00	0.00	657,000.00	166,860.00	296,640.00	193,500.00
31 - CTRCT SVS BL		657,000.00	0.00	657,000.00	166,860.00	296,640.00	193,500.00
360 - PLOW & SAND		657,000.00	0.00	657,000.00	166,860.00	296,640.00	193,500.00
145 - B&G WASTE SV		18,225.00	0.00	18,225.00	4,740.00	0.00	13,485.00
11 - TOWN HALL		1,820.00	0.00	1,820.00	690.00	0.00	1,130.00
31 - CTRCT SVS BL		1,820.00	0.00	1,820.00	690.00	0.00	1,130.00
330 - WASTE SVS		1,820.00	0.00	1,820.00	690.00	0.00	1,130.00
21 - RECREATION		4,170.00	0.00	4,170.00	715.00	0.00	3,455.00
31 - CTRCT SVS BL		1,710.00	0.00	1,710.00	160.00	0.00	1,550.00
330 - WASTE SVS		1,710.00	0.00	1,710.00	160.00	0.00	1,550.00
35 - CTRCT SVS WA		2,460.00	0.00	2,460.00	555.00	0.00	1,905.00
331 - PROF PORTA P		2,460.00	0.00	2,460.00	555.00	0.00	1,905.00
22 - BUNGANUT		6,675.00	0.00	6,675.00	2,200.00	0.00	4,475.00
31 - CTRCT SVS BL		2,380.00	0.00	2,380.00	980.00	0.00	1,400.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
145 - B&G WASTE SV CONT'D							
330 - WASTE SVS		2,380.00	0.00	2,380.00	980.00	0.00	1,400.00
35 - CTRCT SVS WA		4,295.00	0.00	4,295.00	1,220.00	0.00	3,075.00
331 - PROF PORTA P		4,295.00	0.00	4,295.00	1,220.00	0.00	3,075.00
23 - KBP		4,020.00	0.00	4,020.00	975.00	0.00	3,045.00
31 - CTRCT SVS BL		1,560.00	0.00	1,560.00	0.00	0.00	1,560.00
330 - WASTE SVS		1,560.00	0.00	1,560.00	0.00	0.00	1,560.00
35 - CTRCT SVS WA		2,460.00	0.00	2,460.00	975.00	0.00	1,485.00
331 - PROF PORTA P		2,460.00	0.00	2,460.00	975.00	0.00	1,485.00
51 - ROADS		1,540.00	0.00	1,540.00	160.00	0.00	1,380.00
31 - CTRCT SVS BL		1,200.00	0.00	1,200.00	160.00	0.00	1,040.00
330 - WASTE SVS		1,200.00	0.00	1,200.00	160.00	0.00	1,040.00
35 - CTRCT SVS WA		340.00	0.00	340.00	0.00	0.00	340.00
331 - PROF PORTA P		340.00	0.00	340.00	0.00	0.00	340.00
147 - B&G ENERGY							
11 - TOWN HALL		10,484.00	0.00	10,484.00	1,334.04	0.00	9,149.96
50 - UTILITIES		10,484.00	0.00	10,484.00	1,334.04	0.00	9,149.96
510 - PROPANE		3,984.00	0.00	3,984.00	0.00	0.00	3,984.00
560 - ELECTRICITY		6,500.00	0.00	6,500.00	1,334.04	0.00	5,165.96
21 - RECREATION		750.00	0.00	750.00	116.24	0.00	633.76
50 - UTILITIES		750.00	0.00	750.00	116.24	0.00	633.76
560 - ELECTRICITY		750.00	0.00	750.00	116.24	0.00	633.76
22 - BUNGANUT		2,500.00	0.00	2,500.00	1,063.44	0.00	1,436.56
50 - UTILITIES		2,500.00	0.00	2,500.00	1,063.44	0.00	1,436.56
560 - ELECTRICITY		2,500.00	0.00	2,500.00	1,063.44	0.00	1,436.56
23 - KBP		2,000.00	0.00	2,000.00	194.99	0.00	1,805.01
50 - UTILITIES		2,000.00	0.00	2,000.00	194.99	0.00	1,805.01
560 - ELECTRICITY		2,000.00	0.00	2,000.00	194.99	0.00	1,805.01
31 - TRANSFER STA		4,500.00	0.00	4,500.00	1,125.20	0.00	3,374.80
50 - UTILITIES		4,500.00	0.00	4,500.00	1,125.20	0.00	3,374.80
560 - ELECTRICITY		4,500.00	0.00	4,500.00	1,125.20	0.00	3,374.80
51 - ROADS		6,500.00	0.00	6,500.00	1,083.45	0.00	5,416.55
50 - UTILITIES		6,500.00	0.00	6,500.00	1,083.45	0.00	5,416.55
560 - ELECTRICITY		6,500.00	0.00	6,500.00	1,083.45	0.00	5,416.55
148 - B&G SIGNS							
		9,000.00	0.00	9,000.00	277.12	0.00	8,722.88

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
148 - B&G SIGNS CONT'D						
21 - RECREATION	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
22 - BUNGANUT	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
23 - KENNEBUNK PD	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
31 - TRANSFER STA	500.00	0.00	500.00	0.00	0.00	500.00
60 - SUPPLIES	500.00	0.00	500.00	0.00	0.00	500.00
670 - SIGNS	500.00	0.00	500.00	0.00	0.00	500.00
51 - ROADS	7,000.00	0.00	7,000.00	277.12	0.00	6,722.88
60 - SUPPLIES	7,000.00	0.00	7,000.00	277.12	0.00	6,722.88
670 - SIGNS	7,000.00	0.00	7,000.00	277.12	0.00	6,722.88
150 - TRF STATION	345,375.00	0.00	345,375.00	73,598.43	0.00	271,776.57
31 - TRANSFER STA	345,375.00	0.00	345,375.00	73,598.43	0.00	271,776.57
35 - CTRCT SVS WA	322,415.00	0.00	322,415.00	72,769.45	0.00	249,645.55
310 - PROF SVS	5,280.00	0.00	5,280.00	407.00	0.00	4,873.00
349 - PROF SVS CAN	2,400.00	0.00	2,400.00	600.00	0.00	1,800.00
350 - PROF SVS TIP	185,525.00	0.00	185,525.00	44,499.49	0.00	141,025.51
351 - PROF SVS TW	43,875.00	0.00	43,875.00	8,967.46	0.00	34,907.54
352 - PROF SVS REC	16,960.00	0.00	16,960.00	3,386.50	0.00	13,573.50
355 - PROF SVS HAU	30,525.00	0.00	30,525.00	6,610.00	0.00	23,915.00
356 - PROF SVS HW	17,550.00	0.00	17,550.00	4,560.00	0.00	12,990.00
357 - PROF SVS HR	8,775.00	0.00	8,775.00	1,710.00	0.00	7,065.00
358 - PROF SVS HWO	2,750.00	0.00	2,750.00	509.00	0.00	2,241.00
359 - PROF SVS MET	8,775.00	0.00	8,775.00	1,520.00	0.00	7,255.00
40 - REPAIRS & MA	11,830.00	0.00	11,830.00	280.64	0.00	11,549.36
450 - EQUIPMENT	11,830.00	0.00	11,830.00	280.64	0.00	11,549.36
50 - UTILITIES	5,880.00	0.00	5,880.00	548.34	0.00	5,331.66
570 - FUEL	2,880.00	0.00	2,880.00	0.00	0.00	2,880.00
580 - COMM	3,000.00	0.00	3,000.00	548.34	0.00	2,451.66
60 - SUPPLIES	4,200.00	0.00	4,200.00	0.00	0.00	4,200.00
610 - SUPPLIES	200.00	0.00	200.00	0.00	0.00	200.00
690 - PPG	4,000.00	0.00	4,000.00	0.00	0.00	4,000.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
150 - TRF STATION CONT'D							
90 - OTHER		1,050.00	0.00	1,050.00	0.00	0.00	1,050.00
920 - STATE FEE'S		550.00	0.00	550.00	0.00	0.00	550.00
930 - HEALTH & WEL		500.00	0.00	500.00	0.00	0.00	500.00
161 - PARKS & REC							
21 - RECREATION		8,110.00	0.00	10,310.00	4,347.54	0.00	5,962.46
40 - REPAIRS & MA		1,000.00	0.00	8,110.00	3,718.18	0.00	4,391.82
450 - EQUIPMENT		1,000.00	0.00	1,000.00	0.00	0.00	1,000.00
90 - OTHER		7,110.00	0.00	7,110.00	3,718.18	0.00	3,391.82
940 - REC PROGRAMS		6,860.00	0.00	6,860.00	3,548.88	0.00	3,311.12
999 - MISC		250.00	0.00	250.00	169.30	0.00	80.70
22 - BUNGANUT		600.00	0.00	600.00	79.80	0.00	520.20
50 - UTILITIES		600.00	0.00	600.00	79.80	0.00	520.20
580 - COMM		600.00	0.00	600.00	79.80	0.00	520.20
23 - KPB		1,600.00	0.00	1,600.00	549.56	0.00	1,050.44
50 - UTILITIES		1,600.00	0.00	1,600.00	549.56	0.00	1,050.44
580 - COMM		1,600.00	0.00	1,600.00	549.56	0.00	1,050.44
171 - RES EQUIP							
99 - NOT SPECIFIE		7,500.00	0.00	7,500.00	7,500.00	0.00	0.00
95 - RESERVES		7,500.00	0.00	7,500.00	7,500.00	0.00	0.00
970 - TOWN RESERVE		7,500.00	0.00	7,500.00	7,500.00	0.00	0.00
173 - RES BLDG							
99 - NOT SPECIFIE		10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
95 - RESERVES		10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
970 - TOWN RESERVE		10,000.00	0.00	10,000.00	10,000.00	0.00	0.00
175 - RES CON SVC							
99 - NOT SPECIFIE		22,000.00	0.00	22,000.00	22,000.00	0.00	0.00
95 - RESERVES		22,000.00	0.00	22,000.00	22,000.00	0.00	0.00
970 - TOWN RESERVE		22,000.00	0.00	22,000.00	22,000.00	0.00	0.00
177 - RES MISC							
99 - NOT SPECIFIE		90,215.00	0.00	90,215.00	90,215.00	0.00	0.00
95 - RESERVES		90,215.00	0.00	90,215.00	90,215.00	0.00	0.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET	BUDGET	BUDGET	YTD	OUTSTAND UNEXPENDED	
	ORIGINAL	ADJUSTMENT	NET	NET	ENCUM	BALANCE
177 - RES MISC CONT'D						
970 - TOWN RESERVE	90,215.00	0.00	90,215.00	90,215.00	0.00	0.00
179 - RESERVES GMF						
91 - GMFR	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
95 - RESERVES	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
978 - GMFR RESERVE	90,000.00	0.00	90,000.00	90,000.00	0.00	0.00
181 - OUTS GEN AD						
11 - TOWN HALL	130,650.00	0.00	130,650.00	79,819.15	0.00	50,830.85
33 - CONT PROF	63,250.00	0.00	63,250.00	35,975.00	0.00	27,275.00
310 - PROF SERV	40,250.00	0.00	40,250.00	33,550.00	0.00	6,700.00
320 - PROF SERV LE	17,000.00	0.00	17,000.00	2,425.00	0.00	14,575.00
323 - PROF SERV AU	6,000.00	0.00	6,000.00	0.00	0.00	6,000.00
15 - CEMETERIES	4,200.00	0.00	4,200.00	1,158.65	0.00	3,041.35
37 - CONT OUT	4,200.00	0.00	4,200.00	1,158.65	0.00	3,041.35
399 - CONT SVS OTH	4,200.00	0.00	4,200.00	1,158.65	0.00	3,041.35
17 - PLANNING	22,200.00	0.00	22,200.00	1,685.50	0.00	20,514.50
33 - CONT PROF	22,200.00	0.00	22,200.00	1,685.50	0.00	20,514.50
310 - PROF SERV	5,000.00	0.00	5,000.00	1,685.50	0.00	3,314.50
320 - PROF SERV LE	17,200.00	0.00	17,200.00	0.00	0.00	17,200.00
22 - BUNGANUT	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
37 - CONT OUT	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
399 - CONT SVS OTH	41,000.00	0.00	41,000.00	41,000.00	0.00	0.00
185 - OUTSOURCE OT						
95 - LIBRARY	207,541.00	0.00	207,541.00	207,541.00	0.00	0.00
37 - CONT OUT	157,291.00	0.00	157,291.00	157,291.00	0.00	0.00
399 - CONT SVS OTH	157,291.00	0.00	157,291.00	157,291.00	0.00	0.00
99 - NOT SPEC	50,250.00	0.00	50,250.00	50,250.00	0.00	0.00
37 - CONT OUT	45,250.00	0.00	45,250.00	45,250.00	0.00	0.00
399 - CONT SVS OTH	45,250.00	0.00	45,250.00	45,250.00	0.00	0.00
90 - OTHER	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
999 - MISC	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00
186 - OUTS GMFR						
91 - GMFR	706,695.00	0.00	706,695.00	235,565.00	471,130.00	0.00

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT		BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
186 - OUTS GMFR CONT'D							
37 - CONT OUT		706,695.00	0.00	706,695.00	235,565.00	471,130.00	0.00
391 - GMFR PERSONN		506,424.00	0.00	506,424.00	152,118.75	354,305.25	0.00
392 - GMFR CONTRAC		200,271.00	0.00	200,271.00	83,446.25	116,824.75	0.00
191 - OTHER CIP							
11 - TOWN HALL		95,861.00	0.00	95,861.00	2,522.34	0.00	93,338.66
33 - CONT PROF		63,161.00	0.00	63,161.00	1,660.08	0.00	61,500.92
310 - PROF SERV		50,000.00	0.00	50,000.00	0.00	0.00	50,000.00
70 - EQUIPMENT		13,161.00	0.00	13,161.00	1,660.08	0.00	11,500.92
710 - COMP EQUIP		11,801.00	0.00	11,801.00	1,618.00	0.00	10,183.00
730 - OFFICE EQUIP		360.00	0.00	360.00	0.00	0.00	360.00
790 - OTHER EQUIP		1,000.00	0.00	1,000.00	42.08	0.00	957.92
21 - RECREATION		3,100.00	0.00	3,100.00	862.26	0.00	2,237.74
70 - EQUIPMENT		3,100.00	0.00	3,100.00	862.26	0.00	2,237.74
790 - OTHER EQUIP		3,100.00	0.00	3,100.00	862.26	0.00	2,237.74
22 - BUNGANUT		3,600.00	0.00	3,600.00	0.00	0.00	3,600.00
70 - EQUIPMENT		600.00	0.00	600.00	0.00	0.00	600.00
710 - COMP EQUIP		600.00	0.00	600.00	0.00	0.00	600.00
90 - OTHER		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
999 - MISC		3,000.00	0.00	3,000.00	0.00	0.00	3,000.00
31 - TRANSFER STA		26,000.00	0.00	26,000.00	0.00	0.00	26,000.00
70 - EQUIPMENT		26,000.00	0.00	26,000.00	0.00	0.00	26,000.00
790 - OTHER EQUIP		26,000.00	0.00	26,000.00	0.00	0.00	26,000.00
195 - RSU # 57							
92 - RSU # 57		0.00	5,990,606.67	5,990,606.67	1,996,868.88	3,993,737.79	0.00
90 - OTHER		0.00	5,990,606.67	5,990,606.67	1,996,868.88	3,993,737.79	0.00
999 - MISC		0.00	5,990,606.67	5,990,606.67	1,996,868.88	3,993,737.79	0.00
197 - COUNTY							
97 - COUNTY		0.00	369,346.17	369,346.17	369,346.17	0.00	0.00
90 - OTHER		0.00	369,346.17	369,346.17	369,346.17	0.00	0.00
999 - MISC		0.00	369,346.17	369,346.17	369,346.17	0.00	0.00
199 - OVERLAY							
99 - NOT SPECIFIC		55,000.00	-2,678.38	52,321.62	1,715.50	0.00	50,606.12
		55,000.00	-2,678.38	52,321.62	1,715.50	0.00	50,606.12

Expense Summary Report

FUND: 1
ALL Months

ACCOUNT	BUDGET ORIGINAL	BUDGET ADJUSTMENT	BUDGET NET	YTD NET	OUTSTAND ENCUM	UNEXPENDED BALANCE
199 - OVERLAY CONT'D						
90 - OTHER	55,000.00	-2,678.38	52,321.62	1,715.50	0.00	50,606.12
999 - MISC	55,000.00	-2,678.38	52,321.62	1,715.50	0.00	50,606.12
Final Totals	4,628,119.00	6,357,274.46	10,985,393.46	3,787,390.15	4,789,832.19	2,408,171.12

ITEM #4: (e.) Tax/Excise Report

Report to Selectmen
Month of September 2024
2024-2025 Tax Year

Real Estate Tax Commitment -	\$8,315,962.30
Personal Property Tax Commitment –	\$ 37,823.73
Total Tax Commitment:	\$8,353,786.03

Supplemental Taxes YTD:	\$ 219.00
Abatements Granted YTD:	\$ 63.05
Prior Year(s) Abatement(s) YTD:	\$

Real Estate / Personal Property Tax Payments Collected \$3,481,673.42
Includes Current, Delinquent, Prepayments, and Lien Payments for the month.

Year to Date: \$3,614,966.80

Monthly Excise Tax

Excise Tax Received	
Vehicles registered here at office:	\$104,571.84
Online Rapid Renewal Service	<u>13,854.16</u>
Total Vehicle Excise	\$118,426.00

Boat Excise	
Boats registered here at office:	\$ 39.60
Online Registration Service	<u>\$ 0.00</u>
Total Boat Excise	\$ 39.60

Total Excise	\$ 118,465.60
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Excise Tax Reimbursement	\$
Excise Tax Collected by State	

Year-to-date excise collection	\$ 402,776.41
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Respectfully submitted: Susan J. Bellerose, Tax Collector

ITEM #5: (a.) Minutes

**Town of Lyman
Select Board Regular Meeting Agenda
Monday October 7th, 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: Jessica Picard, Victoria Gavel, Joseph Wagner, David Alves

Selectboard members absent: Amber Swett

ITEM #1

SPECIAL OFFERS/ PRESENTATIONS

a. Select Board/ Ordinance Review Committee – Public Hearing re: November 5th, Municipal Referendum

Ordinance Review Committee was on hand to help answer questions.

David Dulong asked questions about maps and the map that the change is referencing. He also states that the new proposed map has deleted dimensions that were previously there. Lindsay Gagne explains that the map has a tax map overlay now, where it hadn't previously. Josh Eon states that the only way to show the Zone line is if there is defined footage. David Dulong makes a statement regarding the Board of Assessment Review and how they operate.

Public Hearing Closed at 6:15 p.m.

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

Timber Harvesting of Town owned property:

Jessica Picard makes a statement regarding the timber harvesting of Town owned property. The Forester met with the logging company and the logger will be accessing the Town lots that are on Duke Lane and Old Ben Davis via a lot the logging company owns adjacent to. Josh Eon asked about how the logger will be accessing the property. Jessica Picard stated that we don't have detailed information yet. Brian Marston asked questions about the lots on Old Ben Davis Road and would like to know if the lots are going to be sold etc. Victoria Gavel explained that the Board has not yet made any further decisions regarding these properties. Bob Eon asked how much the Town will be making on the logging. David Alves stated that we don't know the dollar amount yet. Josh Grieb asked if the abutting landowners will be notified when the lots are going to be cut. Jessica Picard stated that there is no Town ordinance or requirement to notify abutters if a lot is going to be cut. Jessica Picard asked if anyone has specific questions about wildlife, noise levels, hunting, vernal pools to please contact the Town Manager.

Overhauling Chadbourne Field:

Greg Mitchell came before the Board regarding Massabesic Little League and the overhauling of Chadbourne Field which he had discussed with the Board last Spring. Jessica Picard asks Greg Mitchell to provide a general diagram of the plans to Lindsay Gagne so she can forward them to the Buildings and Grounds Committee.

**Town of Lyman
Select Board Regular Meeting Agenda
Monday October 7th, 2024 – Lyman Town Hall**

**Victoria Gavel motions to move forward with the plans regarding the Chadbourne Field overhaul.
David Alves: Seconds. Motion passes 4-0-0**

Mail •York County Sheriff Report

ITEM #3

UNFINISHED BUSINESS

a. Franchise Agreement, Updates if any

None

b. Review Quote for Replacement Bridge at Bunganut Park, tabled from last meeting

A discussion regarding different designs for the bridge took place. David Alves, who is the committee liaison, will continue speaking with the committee to get final plans.

c. Joseph Wagner & Karen Kane – AARP Age Friendly Projects

Joseph Wagner & Karen Kane report on information they have garnered from their recent research. Joseph Wagner mentions that he would like to see an Ad Hoc Committee made up of at least one member from every committee to discuss items, possibly once a month. Joseph Wagner also mentions the yellow dot program. He also mentions a program regarding an address registry. Joseph Wagner brings up the application that needs to be filed by October 15th.

David Alves motions to allow Joseph Wagner and Karen Kane to obtain grants without needing to meet with the Board. Jessica Picard seconds. Motion passes 4-0-0

ITEM #4

DEPARTMENT AND COMMITTEE REPORTS

a. Fire Chief – All Hands

Chief Duross explains that the GMFR has a system in which they keep part of their records called Community Connect. He asked Joseph Wagner if they could add the address registry program that Joseph Wagner brought up during the AARP Age Friendly Projects discussion to the survey to see if there is interest in the community. A discussion takes place regarding Knox Boxes and being able to use them at private residences.

b. Treasurer Expense Report – Reviewed in Packet

ITEM #5

NEW BUSINESS

a. Staff Review Committee, CEO requesting a liaison (David Alves or Victoria Gavel)

David Alves motions to appoint Victoria Gavel to the Staff Review Committee. Joseph Wagner seconds. Motion passes 4-0-0

b. Parks & Recs – Request for approval of \$7,829.25 from the Playground Fundraiser Expense Account to purchase a new playground set.

David Alves motions to approve. Victoria Gavel seconds. Motion passes 4-0-0

c. Parks & Recs – Request to waive insurance requirements for Town sponsored yoga events

David Alves motions to approve the waiver. Joseph Wagner seconds. Motion passes 4-0-0

ITEM #6

MINUTES

a. Review / Approve meeting minutes 9/16/2024

David Alves motions to approve. Victoria Gavel seconds. Motion passes 4-0-0.

ITEM #7

SIGN WARRANTS

a. Payroll Warrant #13 in the amount of \$29,830.06

Victoria Gavel motions to approve. David Alves seconds. Motion passes 4-0-0

Town of Lyman
Select Board Regular Meeting Agenda
Monday September 16th, 2024 – Lyman Town Hall

- b. Accounts Payable Warrant #14 (FY2025) in the amount of \$730,784.42**
Victoria Gavel motions to approve. Joseph Wagner seconds. Motion passes 4-0-0

OTHER None

ADJOURN David Alves motions to adjourn. Victoria Gavel seconds. Motion passes 4-0-0

Amber Swett

Jessica Picard

Joseph Wagner

David Alves

Victoria Gavel

I, Lindsay Gagne, Town Manager of the Town of Lyman, Maine, do hereby certify that the foregoing document consisting of 3 pages are the original minutes of the Select Board Meeting dated October 16th, 2024

Lindsay Gagne

ITEM #7: (a.) Payroll Warrant

LYMAN
1:43 PM

Payroll Check Register

Pay Date: 10/16/2024

10/10/2024
Page 1

Check	D / D	Check	Amount	Date	Employee
Employee Checks					
1	1,201.03	0.00	1,201.03	10/16/24	021 JANICE M AUGER
2	1,733.80	0.00	1,733.80	10/16/24	79 SUSAN J BELLEROSE
3	838.90	0.00	838.90	10/16/24	026 ERIN N CAMARENA
4	127.64	0.00	127.64	10/16/24	126 DAVID A CARLMAN
5	1,293.66	0.00	1,293.66	10/16/24	025 THOMAS M CROTEAU
6	108.43	0.00	108.43	10/16/24	100 KELLY J DEMERS
7	1,682.87	0.00	1,682.87	10/16/24	12 MARCEL DESROSNIERS
8	196.01	0.00	196.01	10/16/24	043 CECILE M DUPUIS
9	2,644.63	0.00	2,644.63	10/16/24	028 LINDSAY GAGNE
10	1,944.03	0.00	1,944.03	10/16/24	016 LAURIE L GONSKA
11	217.39	0.00	217.39	10/16/24	117 PAUL HAKALA
12	266.87	0.00	266.87	10/16/24	007 THOMAS M HOLLAND
13	2,070.23	0.00	2,070.23	10/16/24	015 JEANETTE E LEMAY
14	860.34	0.00	860.34	10/16/24	036 JULIE LEMIEUX
15	463.45	0.00	463.45	10/16/24	125 PAUL J MARTEL
16	1,394.22	0.00	1,394.22	10/16/24	041 RANDALL L MURRAY
17	460.06	0.00	460.06	10/16/24	19 BRIAN D. RACICOT
18	437.52	0.00	437.52	10/16/24	002 DAVID W RILEY
19	154.56	0.00	154.56	10/16/24	020 DAVID H SANTORA
20	153.54	0.00	153.54	10/16/24	010 WILLIAM P SINGLE
21	1,821.48	0.00	1,821.48	10/16/24	037 REBEKAH S THOMPSON
22	309.13	0.00	309.13	10/16/24	40 RAYMOND J VALLIERE
23	231.95	0.00	231.95	10/16/24	173 KEVIN A VEILLEUX
Total	20,611.74	0.00	20,611.74		
Direct Deposit Checks					
24	0.00	20,611.74	20,611.74	10/16/24	D / D 1 BIDDEFORD SAVINGS BANK
Total	0.00	20,611.74	20,611.74		
Trust & Agency Checks					
25	0.00	7,256.89	7,256.89	10/16/24	T & A 1 I.R.S.
26	0.00	1,569.61	1,569.61	10/16/24	T & A 3 ICMA
27	0.00	1,338.09	1,338.09	10/16/24	T & A 2 MAINE REVENUE SERVICES
28	0.00	1,775.54	1,775.54	10/16/24	T & A 9 MPERS
Total	0.00	11,940.13	11,940.13		
Summary					
Checks:	Regular	0.00	23		
	D / D	20,611.74	1		
	Employee	20,611.74			
	T & A	11,940.13	4		
	Voided		0		
	Total	32,551.87	28		

WARRANT: 15

Check	D / D	Check	Employee	Gross Pay
1	1,201.03	0.00	021 JANICE M AUGER	1,838.39
2	1,733.80	0.00	79 SUSAN J BELLEROSE	2,467.88
3	838.90	0.00	026 ERIN N CAMARENA	1,008.96
4	127.64	0.00	126 DAVID A CARLMAN	138.21
5	1,293.66	0.00	025 THOMAS M CROTEAU	1,927.87
6	108.43	0.00	100 KELLY J DEMERS	117.41
7	1,682.87	0.00	12 MARCEL DESROSIERS	2,204.11
8	196.01	0.00	043 CECILE M DUPUIS	212.25
9	2,644.63	0.00	028 LINDSAY GAGNE	3,798.35
10	1,944.03	0.00	016 LAURIE L GONSKA	3,023.96
11	217.39	0.00	117 PAUL HAKALA	289.54
12	266.87	0.00	007 THOMAS M HOLLAND	296.04
13	2,070.23	0.00	015 JEANETTE E LEMAY	2,952.77
14	860.34	0.00	036 JULIE LEMIEUX	1,175.13
15	463.45	0.00	125 PAUL J MARTEL	520.32
16	1,394.22	0.00	041 RANDALL L MURRAY	2,151.81
17	460.06	0.00	19 BRIAN D. RACICOT	553.73
18	437.52	0.00	002 DAVID W RILEY	473.76
19	154.56	0.00	020 DAVID H SANTORA	167.37
20	153.54	0.00	010 WILLIAM P SINGLE	166.26
21	1,821.48	0.00	037 REBEKAH S THOMPSON	2,822.22
22	309.13	0.00	40 RAYMOND J VALLIERE	334.73
23	231.95	0.00	173 KEVIN A VEILLEUX	251.16
24	0.00	20,611.74	D / D 1 BIDDEFORD SAVINGS BANK	
25	0.00	7,256.89	T & A 1 I.R.S.	
26	0.00	1,569.61	T & A 3 ICMA	
27	0.00	1,338.09	T & A 2 MAINE REVENUE SERVICES	
28	0.00	1,775.54	T & A 9 MPERS	
Total	20,611.74	32,551.87		28,892.23

Put into A/P **12,191.16**

Taken out of A/P **(11,940.13)**

Total Payroll 32,802.90

Count

Checks 28

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

DAVID ALVES

VICTORIA GAVEL

JESSICA PICARD

AMBER SWETT

JOSEPH WAGNER

ITEM #7: (b.) AP Warrant

Lyman
9:19 AM

A / P Check Register

Bank: BIDDEFORD SAVINGS

10/17/2024
Page 1

Type	Check	Amount	Date	Wrnt	Payee
P	9999	1,594.68	10/21/24	16	0091 CENTRAL MAINE POWER, INC.
P	11018	1,598.54	10/04/24	16	0647 TREASURER, STATE OF MAINE
P	11019	18.00	10/04/24	16	0643 TREASURER, STATE OF MAINE
P	11020	105.60	10/07/24	16	0989 TREASURER, STATE OF MAINE
P	11021	11,508.52	10/07/24	16	0569 SECRETARY OF STATE
P	11022	9,454.89	10/15/24	16	0569 SECRETARY OF STATE
R	11023	3,935.00	10/21/24	16	0354 ACORN ENGINEERING
R	11024	1,891.10	10/21/24	16	0218 AMAZON CAPITAL SERVICES
R	11025	1,847.50	10/21/24	16	1046 BOURQUE & CLEGG LLC
R	11026	611.35	10/21/24	16	0328 BUDGET DOCUMENT TECHNOLOGY
R	11027	4,950.00	10/21/24	16	0335 C.I.A. SALVAGE INC
R	11028	229.98	10/21/24	16	0310 CHARTER COMMUNICATIONS
R	11029	32.00	10/21/24	16	0994 CINTAS CORPORATION- # 758
R	11030	290.00	10/21/24	16	0133 DAVID W. RILEY
R	11031	74.90	10/21/24	16	0090 DOWNEAST FLOWERS
R	11032	18,442.29	10/21/24	16	0500 ECOMAINE
R	11033	1,168.41	10/21/24	16	0179 ELECTION SYSTEMS & SOFTWARE, INC
R	11034	49.55	10/21/24	16	0147 GONETSPEED
R	11035	2,307.00	10/21/24	16	0362 HIGHWAY TECH
R	11036	500.00	10/21/24	16	0230 JESSICAS CLEANING SERVICE
R	11037	184.91	10/21/24	16	0290 KELLY, EILEEN
R	11038	18.84	10/21/24	16	0322 KENNEBUNK LIGHT & POWER DISTRICT
R	11039	8,214.32	10/21/24	16	0376 M M E H T
R	11040	160.00	10/21/24	16	0414 MAINE MUNICIPAL ASSOCIATION
R	11041	11.00	10/21/24	16	0005 PETTY CASH
R	11042	38.00	10/21/24	16	0502 REGISTRY OF DEEDS
R	11043	19.00	10/21/24	16	0502 REGISTRY OF DEEDS
R	11044	1,418.00	10/21/24	16	0580 SMPDC
R	11045	1,910.42	10/21/24	16	0361 SQUIRES, CHRISTOPHER
R	11046	154.55	10/21/24	16	0148 VERIZON WIRELESS
P	99999	15.99	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	44.00	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	462.00	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	45.00	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	451.90	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	17.38	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	29.95	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	18.93	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	862.26	10/21/24	16	0095 CARDMEMBER SERVICE
P	99999	14.40	10/21/24	16	0095 CARDMEMBER SERVICE
Total		74,700.16			

Count

Checks	40
Voids	0

Lyman
9:19 AM

A / P Warrant

10/17/2024
Page 1

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00354 ACORN ENGINEERING						
0214	11023	10	BUNGANUT INITIAL	2546		
BUNGANUT INITIAL			E 732-86-90-999		3,935.00	0.00
			OTHER / MISC			
Vendor Total-					3,935.00	
00218 AMAZON CAPITAL SERVICES						
0214	11024	10	PROJECTOR & SCREEN	147L-4LYV-36JH		
PROJECTOR & SCREEN			E 191-11-70-710		1,618.00	0.00
			EQUIPMENT / COMP EQUIP			
Invoice Total-					1,618.00	
0214	11024	10	SUPPLIES	1RWL-DHNM-3THF		
SUPPLIES			E 110-11-60-610		69.00	0.00
			SUPPLIES / SUPPLIES			
Invoice Total-					69.00	
0214	11024	10	SUPPLIES	1CY6-MNYD-3MDF		
SUPPLIES			E 110-11-60-610		149.43	0.00
			SUPPLIES / SUPPLIES			
Invoice Total-					149.43	
0214	11024	10	SUPPLIES	1L3D-7QKD-1DN6		
SUPPLIES			E 110-11-60-610		54.67	0.00
			SUPPLIES / SUPPLIES			
Invoice Total-					54.67	
Vendor Total-					1,891.10	
01046 BOURQUE & CLEGG LLC						
0214	11025	10	SERVICES	AUG & SEP		
SERVICES			E 181-11-33-320		1,847.50	0.00
			CONT PROF / PROF SERV LE			
Vendor Total-					1,847.50	
00328 BUDGET DOCUMENT TECHNOLOGY						
0214	11026	10	LT06	548800		
LT06			E 110-11-32-310		611.35	0.00
			CTRCT SVS EQ / PROF SVS			
Vendor Total-					611.35	
00335 C.I.A. SALVAGE INC						
0214	11027	10	HAULING	4270		
MSW HAULING			E 150-31-35-355		1,900.00	0.00
			CTRCT SVS WA / PROF SVS HAU			
WOOD/BULKY HAULING			E 150-31-35-356		1,710.00	0.00
			CTRCT SVS WA / PROF SVS HW			
RECYCLE HAULING			E 150-31-35-357		570.00	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		570.00	0.00
			CTRCT SVS WA / PROF SVS MET			
Vendor Total-					4,950.00	
00095 CARDMEMBER SERVICE						
0214	99999	10	ZOOM	276443532		
ZOOM			E 110-11-32-310		15.99	0.00
			CTRCT SVS EQ / PROF SVS			

A / P Warrant

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
Invoice Total-					15.99	
0214	99999	10	MICROSOFT		E0600TU99M	
MICROSOFT			E 110-11-32-310		44.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					44.00	
0214	99999	10	MICROSOFT		E0600TUF9L	
MICROSOFT			E 110-11-32-310		462.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					462.00	
0214	99999	10	MAILCHIMP		MC19941891	
MAILCHIMP			E 110-11-32-310		45.00	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					45.00	
0214	99999	10	KELLY ACCOMODATIONS		951965647	
KELLY ACCOMODATIONS			E 102-11-20-280		451.90	0.00
			BENEFITS / TRAINING			
Invoice Total-					451.90	
0214	99999	10	PUSH BROOM		24055225479	
PUSH BROOM			E 161-21-90-999		17.38	0.00
			OTHER / MISC			
Invoice Total-					17.38	
0214	99999	10	HALLOWEEN SUPPLIES		0846024090449	
HALLOWEEN SUPPLIES			E 161-21-90-940		29.95	0.00
			OTHER / REC PROGRAMS			
Invoice Total-					29.95	
0214	99999	10	HALLOWEEN SUPPLIES		240555225487	
HALLOWEEN SUPPLIES			E 161-21-90-940		18.93	0.00
			OTHER / REC PROGRAMS			
Invoice Total-					18.93	
0214	99999	10	LUMBER FOR BANDSTAND		124875	
LUMBER FOR BANDSTAND			E 191-21-70-790		862.26	0.00
			EQUIPMENT / OTHER EQUIP			
Invoice Total-					862.26	
0214	99999	10	MICROSOFT		E0600TU99L	
MICROSOFT			E 110-11-32-310		14.40	0.00
			CTRCT SVS EQ / PROF SVS			
Invoice Total-					14.40	
Vendor Total-					1,961.81	
00091 CENTRAL MAINE POWER, INC.						
0214	9999	10	ELECTRICITY		4010000031272	
3501-2118-408			E 147-22-50-560		192.84	0.00
			UTILITIES / ELECTRICITY			
3501-1893-878			E 147-22-50-560		46.68	0.00
			UTILITIES / ELECTRICITY			
3501-2918-062			E 147-22-50-560		60.60	0.00
			UTILITIES / ELECTRICITY			
3501-6854-669			E 147-31-50-560		383.61	0.00
			UTILITIES / ELECTRICITY			
3501-2614-331			E 147-51-50-560		344.45	0.00
			UTILITIES / ELECTRICITY			
3501-6858-561			E 147-21-50-560		40.97	0.00
			UTILITIES / ELECTRICITY			

A / P Warrant

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
3501-2989-030			E 147-11-50-560		454.24	0.00
			UTILITIES / ELECTRICITY			
3001-3752-495			E 147-23-50-560		71.29	0.00
			UTILITIES / ELECTRICITY			
Vendor Total-					1,594.68	
00310 CHARTER COMMUNICATIONS						
0214	11028	10	UTILITIES	232143101100124		
UTILITIES			E 161-23-50-580		129.99	0.00
			UTILITIES / COMM			
UTILITIES			E 150-31-50-580		99.99	0.00
			UTILITIES / COMM			
Vendor Total-					229.98	
00994 CINTAS CORPORATION- # 758						
0214	11029	10	13117643	4208360378		
RUGS-TH			E 141-11-31-310		32.00	0.00
			CTRCT SVS BL / PROF SVS			
Vendor Total-					32.00	
00133 DAVID W. RILEY						
0214	11030	10	SERVICES	92		
ROADS REPAIRS/MAINT			E 131-51-40-483		140.00	0.00
			REPAIRS & MA / RDS/REPAIRS			
Invoice Total-					140.00	
0214	11030	10	SERVICES	93		
HAUL METAL			E 150-31-35-355		150.00	0.00
			CTRCT SVS WA / PROF SVS HAU			
Invoice Total-					150.00	
Vendor Total-					290.00	
00090 DOWNEAST FLOWERS						
0214	11031	10	ARRANGEMENT	195517		
ARRANGEMENT			E 110-11-60-610		74.90	0.00
			SUPPLIES / SUPPLIES			
Vendor Total-					74.90	
00500 ECOMAINE						
0214	11032	10	SEPT	SEPT		
LYMAN01 MSW			E 150-31-35-350		13,844.06	0.00
			CTRCT SVS WA / PROF SVS TIP			
Invoice Total-					13,844.06	
0214	11032	10	SEPT	SEPT		
BULLYMAN01 OBW-WOOD			E 150-31-35-351		3,404.83	0.00
			CTRCT SVS WA / PROF SVS TW			
Invoice Total-					3,404.83	
0214	11032	10	SEPT	SEPT		
RECYCLE			E 150-31-35-352		1,193.40	0.00
			CTRCT SVS WA / PROF SVS REC			
Invoice Total-					1,193.40	
Vendor Total-					18,442.29	
00179 ELECTION SYSTEMS & SOFTWARE, INC						
0214	11033	10	141369	CD2104338		

Lyman
9:19 AM

A / P Warrant

10/17/2024
Page 4

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
141369			E 115-13-39-399		1,168.41	0.00
			CONT SVS OTH / OTHER			
			Vendor Total-		1,168.41	
00147 GONETSPEED						
0214	11034	10	13668 PHONE	103124		
13668 PHONE			E 150-31-50-580		49.55	0.00
			UTILITIES / COMM			
			Vendor Total-		49.55	
00362 HIGHWAY TECH						
0214	11035	10	POLES FOR SIGNS	26295		
POLES FOR SIGNS			E 703-86-90-999		2,307.00	0.00
			CAP IM / RESERVES - OTHER / MISC			
			Vendor Total-		2,307.00	
00230 JESSICAS CLEANING SERVICE						
0214	11036	10	CLEANING SERVICES	OCTOBER		
TH CLEANING SERVICE			E 141-11-31-310		500.00	0.00
			CTRCT SVS BL / PROF SVS			
			Vendor Total-		500.00	
00290 KELLY, EILEEN						
0214	11037	10	MILEAGE	9/3-9/24		
MILEAGE			E 110-11-90-910		184.91	0.00
			OTHER / MILEAGE/TRAV			
			Vendor Total-		184.91	
00322 KENNEBUNK LIGHT & POWER DISTRICT						
0214	11038	10	2101002-01	100824		
2101002-01			E 147-51-50-560		18.84	0.00
			UTILITIES / ELECTRICITY			
			Vendor Total-		18.84	
00376 M M E H T						
0214	11039	10	MHT.31171	NOV 2024		
INSURANCE-EMPLOYEE			G 1-205-00		416.31	0.00
			BENFTS-EMPLE			
HEALTH			E 102-99-20-210		7,457.58	0.00
			BENEFITS / HEALTH			
DENTAL			E 102-99-20-211		306.53	0.00
			BENEFITS / DENTAL			
LIFE NO MED			E 102-99-20-214		33.90	0.00
			BENEFITS / LIFE NO MED			
			Vendor Total-		8,214.32	
00414 MAINE MUNICIPAL ASSOCIATION						
0214	11040	10	31170	0000531929		
33170			E 102-11-20-280		110.00	0.00
			BENEFITS / TRAINING			
			Invoice Total-		110.00	
0214	11040	10	31170	PLANNING RIVARD		
33170			E 102-11-20-280		50.00	0.00
			BENEFITS / TRAINING			
			Invoice Total-		50.00	
			Vendor Total-		160.00	

Lyman
9:19 AM

A / P Warrant

10/17/2024
Page 5

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference		
Description			Account	Proj	Amount	Encumbrance
00005 PETTY CASH						
0214	11041	10	POSTAGE		840-50401383	
POSTAGE			E 110-11-60-650		11.00	0.00
			SUPPLIES / POSTAGE			
Vendor Total-					11.00	
00502 REGISTRY OF DEEDS						
0214	11042	10	HELM & DROWN PER HULL		1995&1996	*** SEPARATE ***
DISCHARGES			E 110-11-39-399		38.00	0.00
			CONT SVS OTH / OTHER			
Invoice Total-					38.00	
0214	11043	10	TRANSFERS		24290401	
TRANSFERS			E 110-11-39-399		19.00	0.00
			CONT SVS OTH / OTHER			
Invoice Total-					19.00	
Vendor Total-					57.00	
00569 SECRETARY OF STATE						
0214	11021	10	31170		09/26-10/3	
31170			G 1-250-00		11,508.52	0.00
			MTR VEHICLE			
Invoice Total-					11,508.52	
0214	11022	10	31170		10/3-10/10	
31170			G 1-250-00		9,454.89	0.00
			MTR VEHICLE			
Invoice Total-					9,454.89	
Vendor Total-					20,963.41	
00580 SMPDC						
0214	11044	10	COMP PLAN		17592	
COMP PLAN			E 181-17-33-310		1,402.50	0.00
			CONT PROF / PROF SERV			
Invoice Total-					1,402.50	
0214	11044	10	COMP PLAN		17593	
COMP PLAN			E 181-17-33-310		15.50	0.00
			CONT PROF / PROF SERV			
Invoice Total-					15.50	
Vendor Total-					1,418.00	
00361 SQUIRES, CHRISTOPHER						
0214	11045	10	REFUND INSTALL #2 PD IN E			
REFUND INSTALL #2 PD IN E			G 1-120-00		1,910.42	0.00
			R/E OVERPAYS			
Vendor Total-					1,910.42	
00643 TREASURER, STATE OF MAINE						
0214	11019	10	SEPT		SEPT	
DOGS			G 1-256-00		18.00	0.00
			DOG LIC			
Vendor Total-					18.00	
00647 TREASURER, STATE OF MAINE						
0214	11018	10	FISH		SEPT	

Lyman
9:19 AM

A / P Warrant

10/17/2024
Page 6

Warrant 16

Jrnl	Check	Month	Invoice Description	Reference	Amount	Encumbrance
Description			Account	Proj		
FISH			G 1-251-00		1,598.54	0.00
		INLAND FISH				
Vendor Total-					1,598.54	
00989 TREASURER, STATE OF MAINE						
0214	11020	10	VITALS Q 3			
VITALS Q 3			R 110-022		105.60	0.00
		CLERK FEES				
Vendor Total-					105.60	
00148 VERIZON WIRELESS						
0214	11046	10	6423575065-00001	99785507416		
642357065-00001			E 110-11-50-580		154.55	0.00
		UTILITIES / COMM				
Vendor Total-					154.55	
Prepaid Total-					26,242.04	
Current Total-					48,458.12	
EFT Total-					0.00	
Warrant Total-					74,700.16	

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

DAVID ALVES

VICTORIA GAVEL

JESSICA PICARD

AMBER SWETT

JOSEPH WAGNER