

SELECTMEN MEETING MINUTES

PRESENT: Select Board: Scott Littlefield, Jarod Harriman, Chris Belanger, Catherine Fisher, Treasurer/Select Board Clerk

ADMINISTRATIVE:

*Scott Littlefield declared the meeting open at 6:02 PM
Selectmen approved the Agenda,
The next meeting is Monday, July 17, 2023*

APPOINTMENT: Thomas Hooper, Zoning Board of Appeals Member, Expires 6/30/2026
Yvonne Shaw, Zoning Board of Appeals Member, Expires 6/30/2026
Benjamin Harris, Zoning Board of Appeals Member, Expires 6/30/2026

OLD BUSINESS:

1. Roads – crack filling, Waterhouse, Buzzell to the line and back (lots of cracks due to clay), Hill Road – more than the footage quoted and paid for.
2. GMFR – no report, see Weekly Incident Report
3. Sale of 29 Tozier Lane: fill out attorney form with bid dates, etc
4. Cindy Hilton Complaint **Action: Road Commission to respond**
5. Draft of Agreement between the Town of Dayton and the American Legion Post 144 for the Veterans Monument
6. From Outstanding Items: Discussion on sending text messages to the town's folk for emergency messages -an invitation to reach out to GOGov to schedule a demo: **Action: Chris Belanger to investigate**

NEW BUSINESS:

1. Treasurer/clerk questions: **Action: Invite SAU Admin and School Board to next meeting;** The new Budget is in TRIO but not audited by a second set of eyes for accuracy. New Payroll company coming in July 13, most of the documents will be held in a drop box; what does SB want to see in hard copy per payroll? Treasurer would like a desk scanner to save A/P invoice copies and relieve some storage space.
2. ZBA site walk on 7/13 577 Hollis Rd
3. Application to Budget Committee by Thomas Kennie: **Action: Approved**

PUBLIC FORUM: Email message from a resident regarding a property with farm animals. Jarod will respond.

CORRESPONDENCE READ: N/A

EXECUTIVE SESSION: N/A

ITEMS SIGNED:

1. Selectmen Meeting Minutes: 06-20-2023
2. Asset Capitalization Policy

- 3. Town P/R Warrant #1 \$7761.26
- 4. Town A/P Warrant #2 \$2319.46
- 5. Town A/P Warrant #3 \$40,344.29

OUTSTANDING/UPCOMING ITEMS:

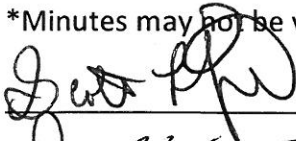
- 1. Discussion on sending text messages to the town's folk for emergency messages.
- 2. GMFR Personnel Policy: back to committee
- 3. Spectrum/Charter Franchise negotiations – Tony revising
- 4. Town owned property, plan in place
- 5. TIF District
- 6. Workshop to design job description for Deputy Clerk/Tax Collector; and for ACO
- 7. Discussed 2024 end of contract and January renewal for Biddeford School/SAU

Motion to adjourn: Jarod

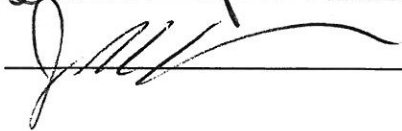
Passed 3/0

Adjourned at 6:55 PM

*Minutes may not be verbatim; they may have been paraphrased for clarity.



Scott Littlefield, Chair



Jarod Harriman



Chris Belanger

Date: July 17, 2023

Agreement between the Town of Dayton and the American Legion Post 144

The American Legion Post 144, thru its officers, agrees to donate \$_____ specific for the purpose of design and construction of a monument on land provided by the Town, said monument to be dedicated to all Veterans of the Town of Dayton.

A separate account, known as the Veterans' Monument Account, shall be set up under the custody and control of the Town Treasurer to hold, receive and administer for the materials to build and erect, preserve, and maintain the Veterans' Monument. Funds in this account may be received from public or private sources, including appropriation from the Town's Annual Budget, private donations, fund raising efforts, and/or grants.

During the building of the Monument, a committee of four (4) shall oversee the construction thereof, and expend no more funds than is in the account. The initial committee shall be James Roberts, Michael Polakewich, Herb Hooper, and Brian Pellerin who shall have all designs and construction approved by the Town, namely the Select Board, with input from the Planning Board.

Upon completion of the Monument, the committee will remain in place for a period of 3 years, or until such time as the Select Board accepts new members by application.

Notice of Sale of Tax-Acquired Property

The Municipal Officers of the Town of Dayton are accepting bids for the purchase of the municipality's interest in the tax-acquired property listed below. Each bid must be received in writing and in a sealed envelope marked "Tax-Acquired Property Bid" on the outside. Each envelope may contain only one bid for one property.

All bids must be received in the municipal clerk's office no later than 6:00 o'clock p.m. on August 3, 2023. Late bids will not be opened or considered. Each bid must also include the bidder's name, mailing address and phone number and must be accompanied by a deposit in the form of a certified check or money order, in an amount equal to or greater than 10 % of the bid price. A successful bidder's deposit will be credited to the total purchase price for that parcel. Deposits will be returned to the unsuccessful bidders. Any bid which does not contain the proper deposit will be rejected.

Bids will be opened and reviewed by the Selectmen at the municipal office on August 7, 2023 at 6:00 o'clock p.m. **The Municipal Officers reserve the right to reject any and all bids.** Each successful bidder shall have **14 days** from the date of the bid acceptance in which to complete the purchase by delivery of the balance purchase price in the form of a certified check or money order. The property will be conveyed by a quitclaim deed without covenants of any sort. In the event a successful bidder fails, for any reason, to complete the purchase in a timely manner, the bid acceptance is void and the bidder's deposit shall be forfeited to the municipality. The Board of Selectmen may thereafter negotiate a sale of the property with **any or all** unsuccessful bidders.


The property for sale is described on the Town Tax Maps as:

Map 8, Lot 026 – 29 Tozier Lane

The tax maps and other public information concerning the property may be reviewed at the Town Offices during normal business hours.

Note that the municipality makes no warranties or representations of any kind whatsoever concerning the nature, extent, validity, value or utility of any rights to be conveyed. Bidders are strongly advised to consult an attorney prior to submitting a bid.

Town of Dayton, Maine

By: 
Scott Littlefield, Chair
Board of Selectmen

ATTENTION DAYTON RESIDENTS

The Zoning Board of Appeals will hold a site walk on Thursday, July 13, 2023, at 6:30 PM at 577 Hollis Rd, Dayton to consider an application for a variance by Mark and Kimberly Mooers. A public hearing will be held immediately after at Dayton Town Office.

The variance application concerns an attached garage and mudroom that are less than 50 feet from a sideline setback.

Copies of the application and supporting documents are available for public viewing at Dayton Town Office during open hours.

(Mon. noon-6, Wed. 8-3, Thu. noon-7.)

TOWN OF DAYTON

 **COPY**

CONTRACT FOR ROAD REPAIR & MAINTENANCE

1. **PARTIES:** This contract is made this 5th day of June, 2023, by and between the Town of Dayton, a municipality existing under the laws of the State of Maine and located in the County of York, State of Maine (hereinafter "we" or "Town"), and Sevigny Property Maintenance (hereinafter "you" or "Contractor"). When this contract refers to you, it also includes your officers, agents and employees.
2. **INDEPENDENT CONTRACTOR:** Throughout the performance of this Contract you are acting in independent capacity and not as an officer, employee or agent of the Town of Dayton. Additional personnel needed by you to fulfill your duties under this Contract shall be employed or retained by you, and you are solely responsible for complying with all applicable state and federal laws, including but not limited to the workers' compensation law, employment security law and minimum wage and hour laws. As an independent contractor, you are also responsible for maintaining your vehicles and equipment in a safe and legal condition.
3. **TERM OF CONTRACT:** This contract is in effect from July 1, 2023 to June 30, 2024 unless sooner terminated in accordance with Sections 10 or 11.
4. **YOUR DUTIES:** As necessary or directed by the Board of Selectmen, you shall provide the personnel, equipment, and the materials and supplies not otherwise furnished by the Town, sufficient to perform the following duties (the "Work"):
 - a) Post street signs as required including temporary signs (i.e. weight limits);
 - b) Fill potholes and/or any other repairs that create a hazard to any motor vehicles or pedestrians;
 - c) Mow edges of all Town roads on annual basis;
 - d) Perform road repair and maintenance work including culvert replacement; and
 - e) Such other duties as may be reasonably required to repair and maintain Town roads in a safe condition.
5. **APPROVAL:** With the exception of emergency repairs or conditions deemed to present an imminent threat to the public health, safety and welfare, the Contractor must obtain approval from the Board of Selectmen for any work or projects involving an anticipated cost in excess of \$2,000.
6. **PAYMENT:** The Town will pay for the labor and equipment at the rates specified in the attached Schedule A. At its option, the Town will provide the materials or supplies necessary for the performance of the Work. Invoices shall be submitted at least monthly by the Contractor. Also, when applicable, invoices shall be broken down by road location. Invoices will be paid within 30 days as invoices are submitted for Work completed to the satisfaction of the Town.
7. **INSURANCE:** The Contractor shall not commence Work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town, nor

shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of subcontractor has been obtained and approved.

- a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury & Property Damage	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

- b) **Business Automobile Liability**

The Contractor shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles. The limits of liability shall be as follows:

Bodily Injury & Property Damage \$1,000,000

Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The Town shall not be liable for physical loss or damage to any owned, non-owned, rented or hired automobile.

- c) **Workers' Compensation Insurance**

The Contractor shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:Statutory

Coverage B:\$100,000/\$500,000/\$100,000

- d) It is a **requirement** that the Town be named as an Additional Insured on the General Liability policy.
- e) All Certificates of Insurance and the policies of insurance shall include a sixty (60) day notice to the Town of cancellation, non-renewal or material change in coverage or form.

8. BILLS AND CLAIMS: As an independent contractor, you are responsible for all bills and claims for labor, material, equipment, fuel and other items which are incurred in the performance of this Contract. The Town will furnish certain supplies or materials.

9. ASSIGNMENT: Neither party to this Agreement shall assign this Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Town.

10. BREACH OF CONTRACT: If you fail to perform according to the terms of this Contract in the time and in the manner specified, that failure is a breach of contract. In the event of a breach, the Town, through its Selectmen shall provide you with a written notice stating the nature of the breach and the amount of time you have to perform or complete the work. In the event that you are unable or unwilling to perform your duties in the time stated in the notice, the Selectmen have the following options from which they may select at their sole discretion:

- a) Terminate the Contract. The Town may terminate this Contract by sending you a written notice of the reason for termination. You will be paid for all work which is satisfactorily done by the date of termination.
- b) Substitution. The Town may hire a substitute contractor to perform your duties for any period of time we deem necessary. This substitute may be paid with money from your bond or performance guarantee or from budgeted funds that would otherwise have been payable to you for the same services.
- c) Other Remedies. In addition, or in the alternative, the Town also may seek any other legal or equitable remedy available to enforce this Contract. In the event that we bring suit against you to enforce this Contract, and prevail on our claim, you will reimburse our costs and attorneys fees incurred in that action.

The foregoing options are not exclusive of one another; the Town may use any or all of them or a combination of them.

11. TERMINATION BY MUTUAL AGREEMENT: The parties may agree in writing to terminate this Contract by mutual consent.

12. INDEMNIFICATION AND HOLD HARMLESS: The Contractor shall defend, indemnify and save harmless the Town and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance of this contract. In the event that such a claim is made against the Town, you will pay any legal fees incurred to defend the Town, and you will pay any amount (indemnify) for which we are held liable.

13. SUPERVISION AND CONTROL: As an independent contractor, you have the right and duty to supervise your own employees, agents and equipment. The Selectmen have the right to inspect your activities under this contract and will notify you of problems, inadequacies or non-performance. The Selectmen will, on behalf of the Town, determine whether your performance is satisfactory under this Contract.

14. **NOTICE AND CONTACT:** The following persons are available and authorized to accept notices (written or oral), calls and orders:

For the Contractor: Name Matt Sevigny

Phone 207-229-0119

Cell# 207-229-0119

For the Town: Name Catherine Fisher

Phone 207-499-3035

Cell# N/A

15. **AMENDMENT, SEVERABILITY, JURISDICTION:** This Contract can be amended only by written consent of the parties. If any part of this Contract is declared by a Court to be void or unenforceable, the remaining provisions will continue in full force and effect. This Contract is governed by the laws of the State of Maine.

In witness whereof, the parties have duly executed this Contract on this 5th day of June, 2023.



Witness



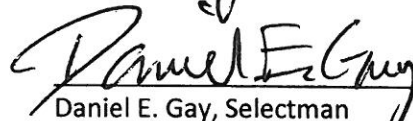
Witness



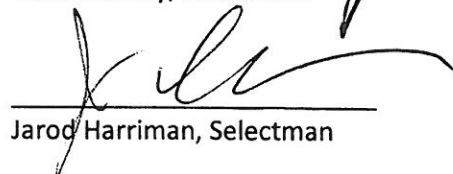
Contractor



Scott Littlefield, Chair



Daniel E. Gay, Selectman



Jarod Harriman, Selectman

TOWN OF DAYTON



Asset Capitalization Policy

This Policy is adopted to establish procedures for keeping an inventory of fixed assets owned by the Town of Dayton. It results from and is intended to implement the Governmental Accounting Standards Board Statement #34.

Definitions: Assets, which meet the following minimum standards, will be considered capital assets:

- Having a value of \$5,000 or more. This requirement can be for an individual item in excess of \$5,000 or for a collection such as a telephone system or computer network system.
- Having an estimated useful life of more than one year.
- Major asset categories will be buildings and improvements, land and improvements, machinery and equipment, vehicles, and infrastructure.

Capitalization Method: All capital assets will be recorded at historical cost as of the date acquired or constructed, except for infrastructure, which is discussed later on. If historical cost information is not available, assets will be recorded as estimated historical cost by calculating current replacement cost and by deflating the cost using the appropriate price-level index. Donated property will be recorded at its fair market value on the date of donation.

New Acquisitions: The Town will capitalize new assets that meet its Capitalization Policy as stated above. Following the receipt of the item(s) that meet the criteria stated above, the value should be noted by the Treasurer for inclusion in the asset database. Additions, improvements, repairs, or replacements to existing capital assets are not considered new acquisitions and are discussed below.

Extraordinary Repairs or Improvements: The Town will capitalize outlays that increase future benefits from an existing capital asset beyond its previously assessed value or condition if they meet the Town's Capitalization Policy as state above.

Collections: The Town will capitalize the items listed below as collections:

- Land
- Buildings
- Computers
- Telephone Systems
- Radios & Pagers
- Art Works & Historical Treasures

- Any other assets bought in a bulk purchase that meets the Capitalization Policy as stated above.

Infrastructure: The Town of Dayton will prospectively report infrastructure to comply with G.A.S.B. #34. The Town will report newly acquired or constructed infrastructure assets in the period it acquires or constructs infrastructure assets. The Town is not required and, therefore will not be retroactively reporting infrastructure assets.

Town of Dayton – Select Board

X

Jarod Harriman

X

Christopher A Belanger

X

Scott Littlefield

Dated:

July 3, 2023

TOWN OF DAYTON
33 CLARKS MILLS RD
DAYTON, ME 04005
207-499-7526

 **COPY**

• APPLICATION FOR MEMBERSHIP TO BOARDS/COMMITTEES:

- BOARD OF APPEALS
- PARKS & RECREATION COMMITTEE
- PLANNING BOARD
- BUDGET COMMITTEE
- SACO RIVER CORRIDOR COMMISSION
- FIRE COMMISSION
- HISTORICAL & PRESERVATION COMMITTEE

• NAME: THOMAS KENNIE _____

• ADDRESS: 36 GORDON ROAD _____

• PHONE # 207-939-7454 _____

• EMAIL: TOM@TKPOWEREQUIPMENT.COM _____

• EDUCATION: HIGH SCHOOL _____

• OCCUPATION: SELF EMPLOYED 15+ YEARS _____

• WHERE EMPLOYED: TK EQUIPMENT, LLC _____

• HOW LONG HAVE YOU LIVED IN DAYTON? 2+ YEARS _____

• LIST OTHER ACTIVITIES OF INTEREST TO YOU: _____

• WHY DO YOU WISH TO SERVE? HELP OUT THE COMMUNITY I LIVE IN _____

SIGNED: Thomas Kenzie Date: 06/19/2023

7/3/2023
Yes vote

TOWN OF DAYTON
33 Clarks Mills Rd.
Dayton, ME 04005
499-7526

 **COPY**



Incorporated April 7, 1854

CERTIFICATE OF APPOINTMENT


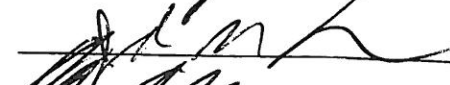

To: Thomas Hooper

The undersigned municipal officers of the Town of Dayton do hereby appoint and

confirm you as Zoning Board of Appeals member

Your term of office is to expire on 6/30/2026

Given under our hands on this 3rd day of July, 2023.

Contact Information

Name: _____

Address: _____

Phone #: (H) _____ (C) _____

Email: _____



TOWN OF DAYTON
33 Clarks Mills Rd.
Dayton, ME 04005
499-7526



Incorporated April 7, 1854

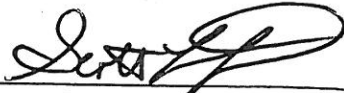
CERTIFICATE OF APPOINTMENT


To: Yvonne Shaw

The undersigned municipal officers of the Town of Dayton do hereby appoint and confirm you as Zoning Board of Appeals Member.

Your term of office is to expire on 06/30/2026.

Given under our hands on this 3rd day of July, 2023.





Contact Information

Name: _____

Address: _____

Phone #: (H) _____ (C) _____

Email: _____

COPY

TOWN OF DAYTON
33 Clarks Mills Rd.
Dayton, ME 04005
499-7526



Incorporated April 7, 1854

CERTIFICATE OF APPOINTMENT

To: Benjamin Harris

The undersigned municipal officers of the Town of Dayton do hereby appoint and

confirm you as Zoning Board of Appeals member

Your term of office is to expire on 6/30/2026

Given under our hands on this 3rd day of July, 2023

Scott P.
[Signature]

Contact Information

Name: _____

Address: _____

Phone #: (H) _____ (C) _____

Email: _____



Weekly "All Hands"

EMERGENCY INCIDENTS

WEEKLY INCIDENT STATS: 6/26/23 - 7/2/23

Aircraft Incident			1
Alarms (Fire / CO)	4	Service Call / Public Assist	2
Appliance / Chimney Fire		Special / Technical Rescue	
Brush / Woods Fire		Structure Fire	
Gas Leaks / Hazmat		Vehicle Crash	4
Lines / Trees Down		Vehicle Fire	
Medical Emergencies	13	Water / Ice Rescue	
Mutual Aid (EMS)	1	WEEK TOTAL	26
Mutual Aid (FIRE)	1	YEAR TO DATE (2023)	447
Odor Investigation		YEAR TO DATE (2022)	408

MONTHLY TOTALS

JANUARY: 86
 FEBRUARY: 68
 MARCH: 69
 APRIL: 70
 MAY: 77
 JUNE: 72
 JULY:
 AUGUST:
 SEPTEMBER:
 OCTOBER:
 NOVEMBER:
 DECEMBER:

 Total Incidents (2022): **897**
 Total Incidents (2021): **857**
 Total Incidents (2020): **840**

PRIDE / OWNERSHIP / PROFESSIONALISM

06/26/23