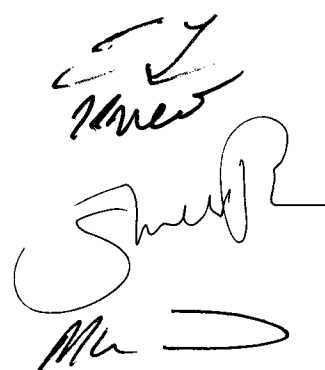


Lebanon, Maine
Select Board
Town Office Conference Room
Minutes – Meeting
JUNE 2, 2022




Members Present

Paul Philbrick – Vice Chair
Ernest Lizotte, Jr. – Selectman EXCUSED
Jeffrey Adams – Selectman
James DuPrie – Selectman

Others Present

Neoff Boise (sp?)
Corinna Cole
David Michaud
Alex Cavallaro

Summer Cavallaro 
Teri Poirier
Deborah Wilson

For complete meeting minutes please view the meeting in full at <https://www.youtube.com/c/TownofLebanon>

6:00 PM

1. Pledge of Allegiance

-

2. Review of Minutes

-

- Selectman DuPrie made a motion to accept the May 3, 2022 minutes as submitted. Selectman Adams seconded the motion. Motion passed with all in favor.

-

- Selectman DuPrie made a motion to accept the May 12, 2022 minutes as submitted. Selectman Adams seconded the motion. Motion passed with all in favor.

-

- Selectman DuPrie made a motion to accept the May 19, 2022 minutes as submitted. Selectman Adams seconded the motion. Motion passed with all in favor.

-

3. Paperwork

Reviewed and approved time off request

Reviewed and signed certificate of appointments for Election Warden and 8 Election Clerks

Reviewed Transfer Station sign quote. Board postponing purchase to July.

Reviewed Animal Welfare Shelter (AWS) renewal contract. Selectman DuPrie made a motion to accept the AWS contract dated May 18, 2022 as submitted. Selectman Adams seconded the motion. Motion passed with all in favor.

Reviewed Taste Testing Event – Lazy Frog Campground – application. No action taken – additional insurance information required. Board to re-address on June 4, 2022

6:22 PM

1. Agenda

-

- Paving Bids: One bid received from All States Construction, Inc. Bids – Roadwork Paving Bid Price per ton - \$91.70, Cold Milling of Bituminous Main Line Paving Price per square yard - \$3.00, Reclaim and Fine Grade Price per square yard - \$2.38, Cold Milling of Butt Joints and Driveway Aprons. Price per square yard - \$13.10, Driveway Apron Fine Grade Price per square yard - \$10.00, Handwork Paving Bid price per ton - \$220.00, Tack Coat cost per gallon - \$6.00, Small Job Mobilization Charge - \$2500.00. Shoulder Gravel Cost per cubic yard - \$44.50. Traffic Control – Signage price per ton - \$2.00. Selectman Adams made a motion to forward the bid to

- the Road Commissioner for review. Selectman DuPrie seconded the motion. Motion passed with all in favor.
-
- 6:28 PM – Indian Shore Improvement Assoc & Code Officer – Corinna Cole and David Michaud presented their concerns with violations addressed by the Code Officer in a September 2, 2021 letter. (Copy of the letter was distributed to the Board) The Code Officer stated that the violations were noted by the Department of Environmental Protection (EPA) and he was acting on those findings. David Michaud to contact EPA for additional information on the violations.
-
- 6:41 PM – Alex Cavallaro – Wittum Way: Presented his concern about the parking situation on Wittum Way and the lack of enforcement. Selectman DuPrie to contact the Maine State Police to discuss the situation.

6:54 PM

1. Review of Unfinished Business

Updated O'Donnell Contract – Revising Contract - Select Board/Legal/O'Donnell
 "Covid" Funds Plan – New date – July
 Transfer Station – Sign Ordering – July
 Paving Bid – Road Commissioner Reviewing

2. Individual Selectman Issues

Selectman Adams – Babe Ruth opening day June 6 – 6 PM
 Selectman DuPrie – Addressed liability insurance issue. Updated the Board that MMA (Maine Municipal Association) had responded to his inquiry for an insurance quote. Selectman DuPrie also informed the Board that there was a high-risk liability pool available if so needed.
 Chair Philbrick – Presented a request for a non-resident transfer station sticker. A review of the ordinance was done by the Board and it was determined the request did not comply with the ordinance and it was denied.
 Requested permission from the Board to post a Veteran notice on the website. Verbal permission granted.
 Presented a letter from the RHR Smith & Company seeking approval to go forward with the agreed upon procedures to provide assistance with the general ledger reconciliations, beginning balances & restatement, and TRIO set up and training. Chair Philbrick made a motion to accept the contract as written. Selectman DuPrie seconded the motion. Motion passed with all in favor.

3. Public Participation

Corinna Cole requested the status of the employee's bonding
 Teri Poirier shared her concerns about the no trespassing order against her. Selectman DuPrie made a motion to rescind Teri's Poirier no trespassing order. Chair Philbrick seconded the motion. Motion failed – Selectman DuPrie and Chair Philbrick – yes, Selectman Adams – No
 Teri Poirier shared her concern about the upcoming Selectman election.

4. Good of the Town

Deborah Wilson thanked those involved with Veteran's Day ceremony.

7:26 PM

1. Selectman DuPrie made a motion to enter into Executive Session for Personnel Matters Pursuant to 1 MRSA 405 (6)(A) to be followed by entering into Executive Session for Labor Negotiations Pursuant to 1 MRSA 405 (6)(D). Selectman Adams seconded the motion. Motion passed with all in favor.

8:58 PM

1. Selectman DuPrie made a motion to exit Executive Session. Selectman Adams seconded the motion. Motion passed with all in favor.
2. Selectman DuPrie made a motion to adjourn the meeting. Selectman Adams seconded the motion. Motion passed with all in favor.

MEETING
SIGN-IN SHEET - Date: 6/2/2022

[illegible]

TOWN OF LEBANON

**15 UPPER GUINEA ROAD
LEBANON, MAINE 04027**



**TEL: (207) 457-6062 x. 2102
FAX: (207) 457-6067**

**CODE ENFORCEMENT
DAVID SALVATORE**

09-02-2021

**Attention: Corinna Cole, President Indian Lake Shores Improvement Association Inc.
66 Kennebec Dr.**

RE: Whittum Way Beach access

It has been brought to my attention that there are neglected (overflowing) trash barrels creating a health hazard at the beach at the end of Whittum Way. It is reported that there are rats at this location. These structures that partially cover the barrels violate the Shoreland zoning setback which is 75ft. The barrels filled with trash and the structures must be removed immediately. If these are not removed within 7 days (09-09-2021) the town will fine the association up to \$1000 daily until the violations are removed.

David Salvatore

TOWN OF LEBANON

15 UPPER GUINEA ROAD
LEBANON, MAINE 04027



TEL: (207) 457-6062 x. 2102
FAX: (207) 457-6067

**CODE ENFORCEMENT
DAVID SALVATORE**

Date: 09/20/2021

**REGULAR MAIL
CERTIFIED MAIL**

Corinna Cole,
66 Kennebec Dr.
President Indian Lake Shores Improvement Association Inc.

**Subject: Notice of Violation and Order to Correct Violations of the Town of Lebanon
Shoreland Zoning Ordinance**

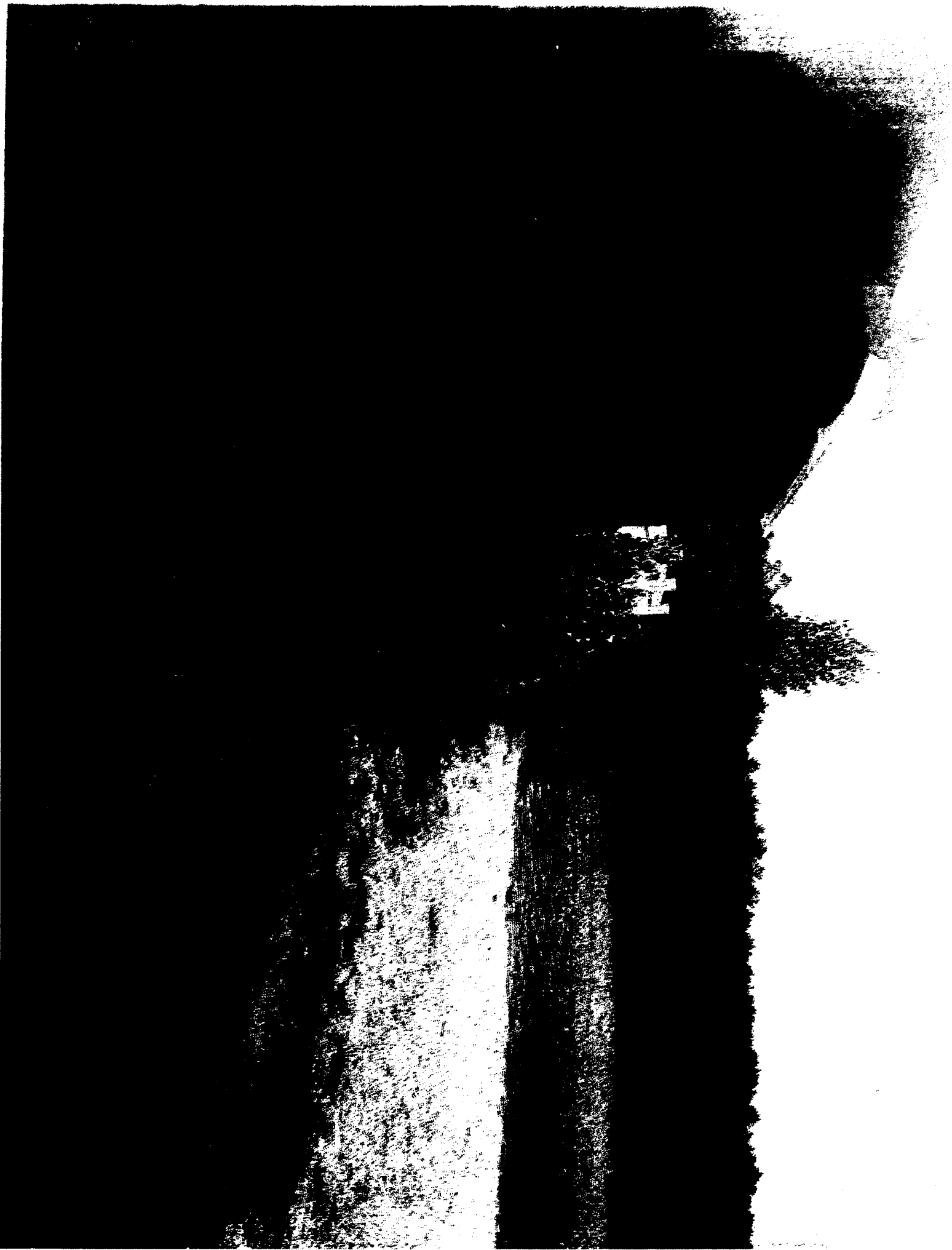
Property: Indian Lake Shores Whittum Beach Access

After returning to the beach to measure, and working with the Department of Environmental Protection, it is found that all structures do not meet the setbacks and must be removed from the beach. This includes all 3 picnic tables, the structure holding the notices, the trash bins and the structures holding the trash bins, and the structures with the pole in the center of the tires. I have attached the pictures of the structures with this letter

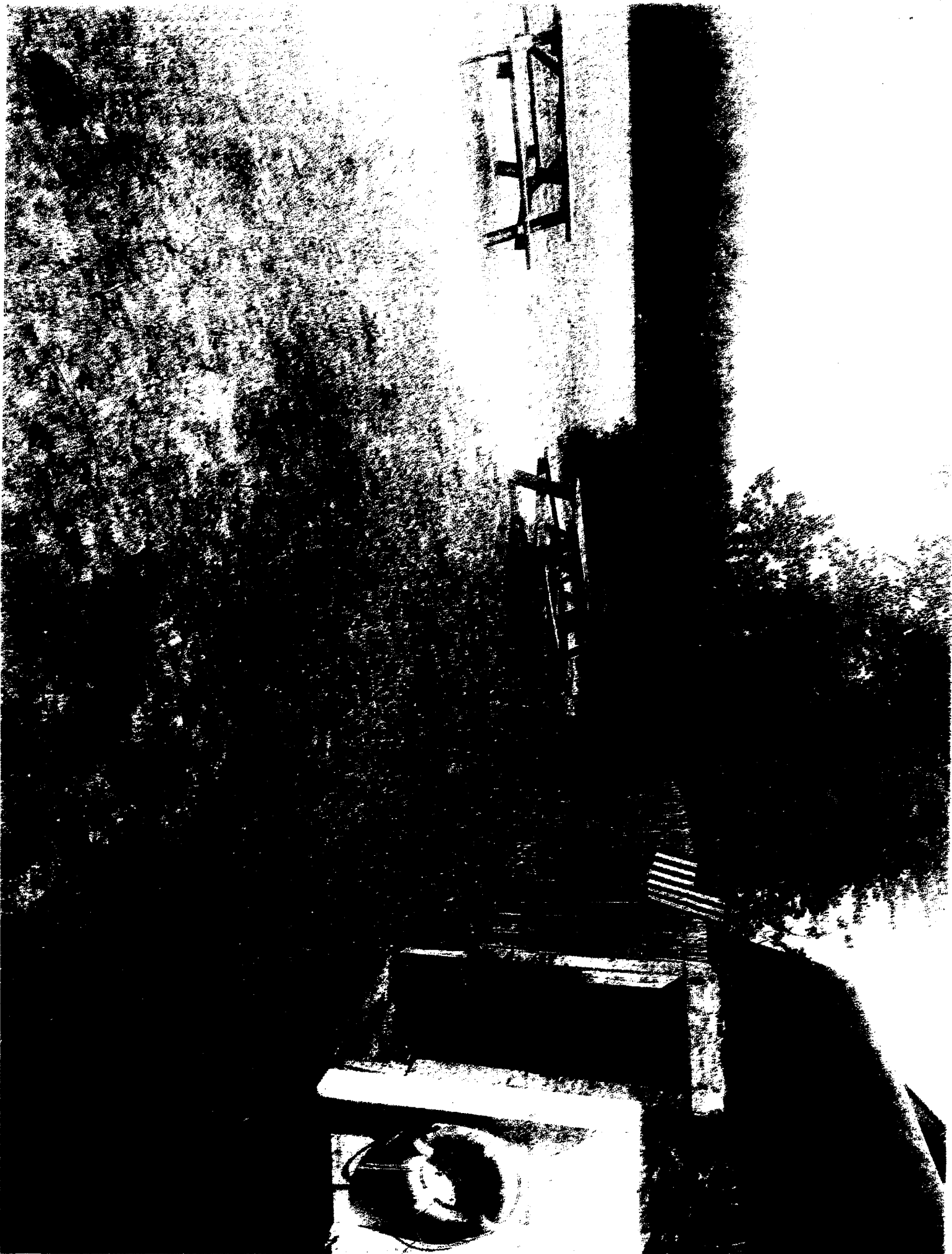
Unless this Violation is corrected by October 2, 2021, I will refer this matter to the Municipal Officers for possible commencement of legal action in the Maine District Court or the Maine Superior Court. If the Town is the prevailing party in enforcement litigation, you may be liable for the Town's Attorney fees and costs, plus civil penalties. Fines from \$100 to \$2,500 per violation per day may be imposed.

David Salvatore
Code Enforcement Officer
Town of Lebanon, ME

LebanonCode@LebanonMaine.org











Proven Expertise & Integrity

May 18, 2022

Mr. Paul Philbrick
Chair, Select Board
Town of Lebanon
15 Upper Guinea Road
Lebanon, Maine 04027

Dear Mr. Philbrick,

We are pleased to confirm our understanding of the nature and limitations of the services we are to provide the Town of Lebanon for the fiscal years ended 2020 and 2021.

We will apply the agreed-upon procedures which the Town of Lebanon has specified, indicated below, to provide assistance with the general ledger reconciliations, beginning balances & restatement, and TRIO set up and training.

Objective and Services to be Performed:

- General ledger reconciliation assistance
- Assistance with beginning balances & restatement
- Assistance with TRIO set and training

This engagement is solely to assist the Town of Lebanon with the above outlined objective and services. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified above. Consequently, we make no representation regarding the sufficiency of the procedures described above for any purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in a report or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed above do not constitute an examination, we will not express an opinion on the assistance with the general ledger reconciliations, beginning balances & restatement, and TRIO set up and training. In addition, we have no obligation to perform any procedures beyond those listed above.

Ron Smith is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Town of Lebanon's Responsibilities:

During our engagement, the Town's management is responsible for the following:

- Making all management decisions and performing all management functions;
- Designating an individual who possesses suitable skill, knowledge, and / or experience, preferably within senior management, to oversee the services;
- Evaluating the adequacy and results of the services performed;
- Accepting responsibility for the results of the services; and
- Establishing and maintaining internal controls, including monitoring ongoing activities.

Upon receipt of the executed contract; we will work with your staff on a timeline for the services and completion details.

We estimate that our fees for these services will be billed at a rate of \$125 per hour and will take approximately 80 hours, with an estimated total not to exceed \$10,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of procedures.

Very Best,

RHR Smith & Company

RHR Smith & Company, CPAs
RHRS/22

RESPONSE:

This letter correctly sets forth the understanding of the Town of Lebanon.

By: _____

Title: _____

Date: _____