

**Lebanon, Maine
Select Board
Town Office Conference Room
Minutes –Meeting
May 4, 2023**

Members Present

PP Paul Philbrick – Chairman
Ernest Lizotte, Jr. – Selectman
B Shelli Boucher – Selectwoman
Michael Walsworth – Vice Chair
R Richard Harlow III – Selectman

Others Present

Bobbi Lizotte	Chief Flynn
Matt Leggett	Kevin Edwards
Tom Potter	Michael Kennedy
Deborah Wilson	
Rickie Pelletier	

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

6:00 Pledge of Allegiance

6:01 Mowing Bids Opened – See attached

6:15 Public Participation – Deborah Wilson updated on various projects, Ball Field, Transfer Station, FED Cap volunteers and Meet the Candidates 5-6-23 at 10am. Tom Potter spoke on the ATV situation – signage still not put up after 3 years. Discussed Blanchard Road & Upper Middle Rd as well. Bobbi Lizotte stated that she didn't get the mailer that was supposed to go out.

6:30 Vice Chair Walsworth Motioned to enter into Executive Session for Personnel Matters Pursuant to 1 M.R.S.A. § 405 (6) (A). Selectwoman Boucher seconded. Vote taken; vote carried.

7:04 PM Vice Chair Walsworth motioned to exit the executive session. **Seconded by Selectman Lizotte. Motion passed 5-0.**
Returned to public session.

Vice Chair Walsworth motioned to hire the applicant that was just interviewed as the Temporary Code Enforcement Officer. Motion seconded by Selectman Harlow. Motion passed 5-0.

7:09 PM Department Head Briefing: Chief Flynn praised the Highway Crew and Fire Department personnel for their response to the excessive rain water run-off that occurred over the last several days. Chief Flynn discussed the FEMA paperwork that he was completing and requested Road Commissioner Gerrish's assistance in the reporting process for reimbursement for the damages caused by the excessive rain water run-off.

Chief Flynn requested that all drivers respect the barricades that are placed in the roadway and to stay out of the posted areas for their own safety as well as others. He further explained the danger of rushing water under and/or over the road creating unstable roadway conditions.

7:24 PM Vice Chair Walsworth motioned to enter into Executive Session for Personnel Matters Pursuant to 1 MRSA 405 (6)(A) for Employee issue. **Seconded by Selectman Harlow. Motion passed 5-0.**

8:19 PM Selectman Harlow motioned to exit executive session. Vice Chair Walsworth seconded the motion. **Motion passed 5-0.**

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Returned to Public Session.

Agenda Items:

ATV – Matt Leggett spoke about the law enforcement grant and the application process. The Sheriff Department needs to be involved with the application process. ATV- Vice Chair Walsworth shared the response from MMA legal in regards to the wording and responsibilities in the grant application. Vice Chair Walsworth asked several questions to clarify information on the application. Matt Leggett stated that CMP had provided permission to the ATV club to work on CMP land. Discussion continued on responsibility for specifics outlined in the grant application and MMA's response that the legislative body (voters) needed to provide the approval. There were additional questions in regards to the reimbursements from the State (90%) and questions about the liability insurance for the trails. ATV- Discussion then turned to access roads and land use. Details were discussed by those present in regards to signage: speed, hours of operation, No ATV access signs and to length of season (snowmobile season). Discussion turned to end of your mailers to residents and to the complaint procedure. ATV enforcement concerns were expressed by most of the people present.

Vice Chair Walsworth motions to grant ATV access route beginning where the powerlines cross Emery Mills Road to where the power lines cross Bakers Grant Road and from Cemetery Road to Bakers Grant Road, terminating at Schoolhouse Ice Cream, with conditions on the Sanford ATV Club to install agreed upon signage no-later-than May 18, 2023. The access may be revoked at any time by the Select Board for any reason. Motioned seconded by Selectwoman Boucher. Motion passed 3 – yes (Harlow, Boucher, Walsworth), 2 – no (Lizotte, Philbrick), 0 – Abstain

9:38 PM - Selectman Lizotte excused himself from the meeting.

Selectman Harlow motioned to make the access a yearly granting. Seconded by Vice Chair Walsworth. Motion passed 4-0. (Lizotte not present). Additional discussion was held with Matt Leggett about scheduling the yearly granting review by the Board in the fall or winter in order to avoid the late decision in the month of May.

Comcast Franchise Review/Sign: Chair Philbrick shared with the Board the results of the requested changes/updates to the franchise agreement made at the previous Select Board meeting. The Comcast representative had added the town buildings and the baseball field to the agreement. He had also increased the "no charge" connection length to 300 feet. The representative offered to abide the same terms as the Atlantic Broadband agreement in the density requirement of 10 units per mile – occupied versus the 15 units per mile – no stipulation, leaving up to the Select Board to choose.

Chair Philbrick made a motion to accept the Comcast Franchise Agreement, with the change of 15 HPM to 10 HPM and to authorize the Select Board Chairman to sign the Comcast Franchise Agreement for the Select Board. Seconded by Vice Chair Walsworth. Motion passed 4-0 (Lizotte not present)

10:06 PM – Individual Selectmen Issues

Fire Chief Flynn presented a request for a Utility Truck purchase by submitting 3 quotes to the Select Board for review and approval. Discussion was held in regards to the purchasing of a vehicle, the method to be used, the specifications, the usage of the CIP funds for the purchase. Fire Chief Flynn left the meeting @10:20 PM. The Select Board discussed various options to be considered about the purchasing of a vehicle for the department at this time.

At 11:22 PM- Chair Philbrick made a motion to spend up to \$50,000 of the Emergency Vehicle CIP fund for a Utility Truck. Seconded by Vice Chair Walsworth. Motion failed: 2- yes (Philbrick, Harlow), 1- no (Walsworth), 1- abstain (Boucher).

Due to the lateness of the evening the Select Board deferred continuing the meeting and addressed only the most pressing issues for the evening with the intention of addressing the remaining issues at the Select Board meeting scheduled for Monday, May 8, 2023 @ 6:30 PM.

Select Board reviewed and signed the appointment papers for Michael Kennedy, appointing him as the Code Enforcement Officer, Building Inspector, and Marijuana Officer.

Vice Chair Walsworth presented to the Select Board a proposal for a company to develop an RFP proposal to "Design/Build" a Fire Station for the Town of Lebanon. Payment for this service to be due July 7, 2023.

Vice Chair Walsworth made a motion to accept the RFP Guidance services proposal from Great Falls Construction for a new Fire Station in the amount of \$3,500.00. Seconded by Selectman Harlow. Motion passed 3- yes (Walsworth, Harlow, Boucher), 1- no (Philbrick), 0- Abstain (Lizotte not present)

Chair Philbrick presented to the Select Board an "Informed Consent Conflict Waiver" from the office of Drummond/Woodsum Attorneys at Law. After review, Vice Chair Walsworth recused himself from the review due to its reference to a marijuana issue.

Selectman Harlow made a motion to consent to the concurrent conflict as described in the letter. Selectwoman Boucher seconded the motion. Motion passed 3 – yes, 0- no, 1- Abstain (Walsworth) (Lizotte not present)

11:45 PM Chair Philbrick motioned to adjourn the meeting. Seconded by Vice Chair Walsworth. Motion passed 4-0.



2023 Prospect Hill Cemetery Mowing Services

Firm:

York River Landscaping has been incorporated as an LLC since 2010. Our staff consisted of 33 landscape laborers, 2 office employees, and one general manager. We specialize in lawn mowing, cleanups, hedge trimming, mulching, handscaping, and landscape installation. We take care of commercial sites such as seven McDonalds, Fox Run Mall, Eastern Mountain Sports Portsmouth, Motel 6 Portsmouth, Quality Inn Portsmouth, all York Schools, Long Horns, The Cottages at Summer Villages, Wilcox Industries, Tara Meadows, Thomas Apartments, and Meadowood Lane in Exeter (46 homes). We service southern Maine and New Hampshire including Dover, Somersworth, South Berwick, York, Kittery, Rye, Stratham, North Hampton, Hampton, Seabrook, Wells, Portsmouth, New Castle, North Berwick, Berwick, Sanford and Rochester.

Team:

Two mowing operators and one weed whacker operator will be working on this job. I will use a crew that I have been using for over 4 years to work on this property. All of the employees that would be working on the property will be direct employees of York River Landscaping and subcontractors will not be used.

References:

1. Larry lane, McDonalds manager, (603)817-0658, larry.lane@us.stores.mcd.com
2. New Town Cemetery Rollinsford, NH, Marc Couture, mrcouture@comcast.net, (603)312-6026

Equipment:

1. 18 trucks including a variety of Ford F150's, Ford F250's, Ford F350's, and Ford F550's.
2. 13 trailers
3. 16 Zero Turn Lawn mowers (a variety of 48 inch, 60 inch, and 72 inch mower deck)
4. 30 Leaf Blowers
5. 20 Weed Whackers
6. 4 Chainsaws
7. 6 Hedge Trimmers
8. 1 Skid Steer
9. 4 Stand On high power leaf blowers
10. 2 Leaf Truck Loaders

Warranty:

We will provide high quality work and ensure that the customer is 100% satisfied.

Commitments:

York River Landscaping is committed to providing the work on a timely and consistent basis. We are able to do so with our highly trained and consistent staff that we have developed and kept in place for years. Our resources including equipment, back office staff, and highly knowledgeable manager and owner will ensure that all scope of work is fully executed.

Insurance:

If awarded the contract, the Town of Lebanon will be named as additionally Insurance. Our current insurance is through Liberty Mutual and meets all criteria needed to perform work on these sites. I have enclosed a sample COI for York River Landscaping.

Contact Information:

Owner: Andrew Campbell

Phone: (207)351-5448

Email: yorkriverlandscaping@gmail.com

Pricing:

- a. Spring Cleanup Charge: \$1700
- b. Fall Cleanup Charge: \$1700
- c. Individual Mowing Charge: \$450
- d. Total Mowing amount for the season (3 mowings in May, June and July, and 2 mowings in August and September, totaling 13 mows): \$5,850



YORKRIV-01

SERVICETEAM4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543		CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com	
INSURED York River Landscaping LLC 18 York St, Ste 3 York, ME 03909		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co NAIC # 24082 INSURER B: General Ins. Co of America INSURER C: Ohio Casualty Insurance Company 24074 INSURER D: Maine Employers Mutual Ins Co 11149 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	BKS65566333	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	AZG65566333	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	USO65566333	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5101801262	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2023 Landscape Maintenance Season.

Housing Management Resources, Inc. Woodland-Kittery LP, are included as additional insured, as respects the General Liability, Auto Liability and Umbrella Liability, if required by written contract subject to the policy terms & conditions.

CERTIFICATE HOLDER

CANCELLATION

Woodland-Kittery LP 500 Ledgewood Dr Kittery, ME 03904	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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TOWN OF LEBANON



Select Board
207-457-6082 ext.5

15 Upper Guinea Road
Lebanon, ME 04027

2023 PROSPECT HILL CEMETERY MOWING SERVICES

The Town of Lebanon is seeking bid proposals for mowing services, string-trimming and Spring/Fall debris clean-up at Prospect Hill Cemetery, Lebanon, Me.

Administration of these contracted services will be through the Board of Selectmen. It is the intent of the Town to procure, from an established and experienced contractor, the services for mowing and string-trimming. The goal of the Town is to find the most cost-effective method of maintaining Town facilities while keeping a high level of service to the citizens of Lebanon. It is anticipated that the spring clean-up would commence prior to May, while mowing will commence the beginning of May through October, with the Fall clean-up occurring in November.

The successful bidder shall be responsible for providing their own equipment and shall provide proof of insurance coverage including general and automobile liability, workers compensation and a State predetermination as an Independent Contractor, to the satisfaction of the Town.

Scope of Work:

The Spring cleanup shall take place before the first mowing, typically during the third week in April. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. All debris must be removed from the site and properly disposed of by the contractor.

Mowing must meet the standards set forth by recent legislation LD 274 "An Act to Preserve and Protect Ancient Burial Grounds and Burial Grounds in Which Veterans Are Buried." A copy of the applicable Maine Statute is attached for reference. The successful contractor will only be expected to meet the State standards that are specific to mowing (2.D & 2.E).

The Cemetery grass shall be maintained between 1.5" and a maximum height of 3". Grass clippings shall be raked or mechanically bagged and removed from the site and properly disposed of by the contractor. Minor clippings may be left as mulch. Memorial Day and Independence Day mowing should be within 10 days prior to the holiday.

Memorial stones must be kept clean and tidy; grass clippings must be blown or swept from stones and memorials immediately following mowing activities. All practical effort should be made to blow grass away from stones, use of chute guards is recommended to control blowing grass clippings.

All mowing and trimming should be completed as to not damage stones and plantings at grave sites. **No mowing activities will be allowed during an interment ceremony.** The Fall cleanup shall take place after November 1st. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. Perform

minor brush cuttings to include overgrown weeds. Report fallen trees and major limbs to the Town. All debris must be removed from the site and properly disposed of by the contractor.

All services must be provided to the satisfaction of the Board of Selectmen. Should the contractor be in violation of the terms of the agreement, the contractor will be given written notice of this violation and allowed five days to comply with the conditions of the notice. Should the contractor fail to comply, the Town reserves the right to nullify the agreement and to apply penalties for nonperformance.

Proposal Requirements:

1. General Statement of Qualification: Provide a general statement of qualification that demonstrates the firm's qualifications and intent to meet the terms of this agreement.
2. References: Provide no less than two independent references that can demonstrate or confirm the contractor's ability to successfully perform the services required under the Scope of Work.
3. Insurance: Contractor must provide proof of liability insurance, with a minimum of \$400,000 coverage naming the Town of Lebanon as additionally insured, for personal injury, death, and property damage claims which may arise from the performance of the mowing contract as well as evidence of insurance to satisfy the requirements of the Workman's Compensation Act.
4. Bidding Process: The bid must state the following individual cost break down in order to be considered by the Board of Selectmen.
 - a. Spring Cleanup charge = \$1300
 - b. Fall Cleanup charge = \$1700
 - c. Individual mowing charge = \$450
 - d. Maximum 2023 service expenditure – based on a maximum of 3 mowing's for the months of May, June, July, 2 mowing's for August and September.
 - e. Note: The contractor may request payment for services rendered after completion of an individual service, monthly, or end of season.

\$5,850

Bids:

5. Bids are due by **May 4, 2023 at 5:00pm.**
6. Bids will be opened on **May 4, 2023 at 6:00pm.**
7. Bids will be awarded by **May 8, 2023** at the Lebanon Town Office.
8. Drop off or mail bids in a sealed envelope clearly marked "Lebanon Board of Selectmen, 2023 Prospect Hill Cemetery Mowing Services, 15 Upper Guinea Rd, Lebanon, Me, 04027.
9. Faxed or emailed bids will NOT be accepted.
10. The Board of Selectmen reserves the right to waive all information in bids, to accept any bid or any portion thereof, or to reject any or all bids. In evaluating bids, price shall be a major factor but not the only consideration.
11. Any questions, please reach out to the Town Hall, Selectmen Assistant.
207-457-6082 option #5.



2023 Forest Grove Cemetery Mowing Services

Firm:

York River Landscaping has been incorporated as an LLC since 2010. Our staff consisted of 33 landscape laborers, 2 office employees, and one general manager. We specialize in lawn mowing, cleanups, hedge trimming, mulching, handscaping, and landscape installation. We take care of commercial sites such as seven McDonalds, Fox Run Mall, Eastern Mountain Sports Portsmouth, Motel 6 Portsmouth, Quality Inn Portsmouth, all York Schools, Long Horns, The Cottages at Summer Villages, Wilcox Industries, Tara Meadows, Thomas Apartments, and Meadowood Lane in Exeter (46 homes). We service southern Maine and New Hampshire including Dover, Somersworth, South Berwick, York, Kittery, Rye, Stratham, North Hampton, Hampton, Seabrook, Wells, Portsmouth, New Castle, North Berwick, Berwick, Sanford and Rochester.

Team:

Two mowing operators and one weed whacker operator will be working on this job. I will use a crew that I have been using for over 4 years to work on this property. All of the employees that would be working on the property will be direct employees of York River Landscaping and subcontractors will not be used.

References:

1. Larry lane, McDonalds manager, (603)817-0658, larry.lane@us.stores.mcd.com
2. New Town Cemetery Rollinsford, NH, Marc Couture, mrccouture@comcast.net, (603)312-6026

Equipment:

1. 18 trucks including a variety of Ford F150's, Ford F250's, Ford F350's, and Ford F550's.
2. 13 trailers
3. 16 Zero Turn Lawn mowers (a variety of 48 inch, 60 inch, and 72 inch mower deck)
4. 30 Leaf Blowers
5. 20 Weed Whackers
6. 4 Chainsaws
7. 6 Hedge Trimmers
8. 1 Skid Steer
9. 4 Stand On high power leaf blowers
10. 2 Leaf Truck Loaders

Warranty:

We will provide high quality work and ensure that the customer is 100% satisfied.

Commitments:

York River Landscaping is committed to providing the work on a timely and consistent basis. We are able to do so with our highly trained and consistent staff that we have developed and kept in place for years. Our resources including equipment, back office staff, and highly knowledgeable manager and owner will ensure that all scope of work is fully executed.

Insurance:

If awarded the contract, the Town of Lebanon will be named as additionally Insurance. Our current insurance is through Liberty Mutual and meets all criteria needed to perform work on these sites. I have enclosed a sample COI for York River Landscaping.

Contact Information:

Owner: Andrew Campbell

Phone: (207)351-5448

Email: yorkriverlandscaping@gmail.com

Pricing:

- a. Spring Cleanup Charge: \$ 2,100
- b. Fall Cleanup Charge: \$ 3,000
- c. Individual Mowing Charge: \$ 1,300
- d. Total Mowing amount for the season (3 mowings in May, June and July, and 2 mowings in August and September, totaling 13 mows): \$16,900



YORKRIV-01

SERVICETEAM4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2023

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

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PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543		CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL Address: info@clarkinsurance.com	
INSURED York River Landscaping LLC 18 York St, Ste 3 York, ME 03909		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co NAIC # 24082 INSURER B: General Ins. Co of America INSURER C: Ohio Casualty Insurance Company 24074 INSURER D: Maine Employers Mutual Ins Co 11149 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BKS65566333	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	AZG65566333	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	USO65566333	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in ME) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5101801262	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 2023 Landscape Maintenance Season.

Housing Management Resources, inc. Woodland-Kittery LP, are included as additional insured, as respects the General Liability, Auto Liability and Umbrella Liability, if required by written contract subject to the policy terms & conditions.

CERTIFICATE HOLDER

CANCELLATION

Woodland-Kittery LP 500 Ledgebrook Dr Kittery, ME 03904 <i>Sample</i>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Cherry</i>
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removed from site and properly disposed of. Minor clippings may be left as mulch. String trim entire complex as necessary, including, but not limited to, all stones, posts, trees, fences, decorations, etc. Take precaution not to damage any tree bark or fence posts during trimming.

3. Stuart's Field shall be mowed bi-weekly to a height of 3 inches from May 1st to October 15th. Mow in opposite directions each rotation. String trim fence lines and spectator areas as necessary.
4. Route 202 Intersections: Center Road and Long Swamp shall be mowed once in June, July, August, and September or as necessary. Major concern here is visibility at the intersection. Final cutting between September 15th and 30th.

All services must be provided to the satisfaction of the Road Commissioner. Should the contractor be in violation of the terms of the agreement, the contractor will be given written notice of this violation and allowed five days to comply with the conditions of the notice. Should the contractor fail to comply, the Town reserves the right to nullify the agreement and to apply penalties for nonperformance.

Proposal Requirements:

1. General Statement of Qualification: Provide a general statement of qualification that demonstrates the firm's qualifications and intent to meet the terms of this agreement.
2. References: Provide no less than two independent references that can demonstrate or confirm the contractor's ability to successively perform the services required under the Scope of Work.
3. Insurance: Contractor must provide proof of liability insurance, with a minimum of \$400,000 coverage naming the Town of Lebanon as additionally insured, for personal injury, death, and property damage claims which may arise from the performance of the mowing contract as well as evidence of insurance to satisfy the requirements of the Workman's Compensation Act.
4. Bidding Process: The bid must state the following individual cost break down in order to be considered by the Select Board. Please provide bid prices for each individual area listed per the criteria set in the Scope of Work. List the price for each mowing:

- a. Transfer Station 100
- b. Park & Ride 50
- c. Town Pound 50
- d. Fire Station 1 50
- e. Fire Station 2 50
- f. Town Office 50
- g. Fire Pond 50
- h. Stuart's Field 200

- i. Center Rd/Long Swamp Intersection 100
- j. List total price for Spring Clean-up of all properties 500
- k. List total price for Fall Clean-up of all properties 500

- l. NOTE: The contractor may request payment for services rendered after completion of an individual service or monthly.

Bids:

1. Bids are due by April 20, 2023 at 4:00 pm
2. Bids will be opened on April 20, 2023 at 6:00 pm at the Lebanon Town Office
3. Bids will be awarded on April 27, 2023 at 6:00 pm at the Lebanon Town Office
4. Drop off or mail bids in a sealed envelope clearly marked "Lebanon Select Board, 2023 Town Property Mowing Bid, 15 Upper Guinea Rd. Lebanon, ME 04027.
5. Faxed or emailed bids will NOT be accepted.
6. The Select Board reserves the right to waive all information in bids, to accept any bid or any portion thereof, or to reject any or all bids. In evaluating bids, price shall be a major factor but not the only consideration.
7. Any questions, please reach out to the Town Hall, Select Boards Assistant, 207-457-6082 Option 5.



LEGGE-1

OP ID: MS

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/03/2023

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

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

PRODUCER York-Jersey Underwriters, Inc. 185 Newman Springs Road PO Box 810 Red Bank, NJ 07701 Mortgage Field Service Account	CONTACT James S. Rumbaugh PHONE (A/C, No, Ext): 732-842-2012 FAX (A/C, No): 732-630-7080 EMAIL : jarumbaugh@york-jersey.com
INSURED M&K Property Servicing LLC Matthew Leggett 14 Merchants Row Lebanon, ME 04027	INSURER'S AFFORDING COVERAGE INSURER A: AmTrust North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	WDO1943966 01	12/07/2022	12/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Mortgage Field Services - Errors & Omissions \$1,000,000 (claims-made) \$2500 deductible. Extended Property Damage \$50,000 occurrence/\$100,000 aggregate GL and E&O Retro: 11/25/13

CERTIFICATE HOLDER

Town of Lebanon
15 Upper Guinea Road
Lebanon, ME 04027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

TOWN OF LEBANON



Select Board
207.457.6082 Option 5

15 Upper Guinea Road
Lebanon, ME 04027

2023 TOWN OF LEBANON – TOWN PROPERTIES MOWING SERVICES

The Town of Lebanon is seeking bid proposals for mowing services, string-trimming and Spring and Fall debris clean-up of town properties. Administration of these contracted services will be through the Road Commissioner. It is the intent of the Town to procure, from an established and experienced contractor, the services for mowing and string-trimming. The goal of the Town is to find the most cost-effective method of maintaining Town facilities while keeping a high level of service to the citizens of Lebanon. It is anticipated that the spring clean-up would commence prior to May, while mowing will commence the beginning of May through October, with the Fall clean-up occurring in November. The successful bidder shall be responsible for providing their own equipment and shall provide proof of insurance coverage including general and automobile liability, workers compensation and a State predetermination as an Independent Contractor, to the satisfaction of the Town.

Scope of Work:

The Spring cleanup shall take place before the first mowing, typically during the third week in April. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. All debris must be removed from the site and properly disposed of by the contractor. The Fall cleanup shall take place after November 1st. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. Perform minor brush cuttings to include overgrown weeds. Report fallen trees and major limbs to the Town. All debris must be removed from the site and properly disposed of by the contractor.

Town Properties:

1. Transfer Station, Park & Ride, Town Pound and Fire Station 1 & 2 shall be mowed with 2 cuttings in May, June, July, and August. The first prior to the 15th and the second prior to the 30th of each month. A final cutting between September 15th and 30th. Grass and weeds are to be kept under control and provide an acceptable appearance for a maintained lot.
2. Town Office & Fire Pond shall be mowed weekly to a height of 2 inches from May 1st to October 15th (includes road frontage). Grass clippings shall be raked or mechanically bagged and

M&K Property Servicing LLC

74 Merchants Row
Lebanon ME, 04027
207-651-9592

Prospect Hill Cemetery Bid

Below is the bid to complete work as outlined by the town of Lebanon 2023
Prospect Hill Cemetery mowing agreement.

Cost per mowing	\$400
Cost for spring clean up	\$500
Cost for fall clean up	\$500



LEGE-1

OP ID: MS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2023

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

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

PRODUCER York-Jersey Underwriters, Inc. 185 Newman Springs Road PO Box 810 Red Bank, NJ 07701 Mortgage Field Service Account	732-842-2012	CONTACT NAME: James S. Rumbaugh
		PHONE (A/C, No, Ext): 732-842-2012 FAX (A/C, No): 732-530-7080
		EMAIL ADDRESS: jarumbaugh@york-jersey.com
INSURED M&K Property Servicing LLC Matthew Leggett 74 Merchants Row Lebanon, ME 04027	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AmTrust North America NAIC # 16964	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

PER LTR	TYPE OF INSURANCE	ACORD 101 (REV. 1/10)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	WDO1943865 01	12/07/2022	12/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Mortgage Field Services - Errors & Omissions \$1,000,000 (claims-made) \$2500 deductible. Extended Property Damage \$50,000 occurrence/\$100,000 aggregate
GL and E&O Retro: 11/25/13

CERTIFICATE HOLDER Town of Lebanon 15 Upper Guinea Road Lebanon, ME 04027	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN OF LEBANON



Select Board
207-457-6082 ext.5

15 Upper Guinea Road
Lebanon, ME 04027

2023 PROSPECT HILL CEMETERY MOWING SERVICES

The Town of Lebanon is seeking bid proposals for mowing services, string-trimming and Spring/Fall debris clean-up at Prospect Hill Cemetery, Lebanon, Me.

Administration of these contracted services will be through the Board of Selectmen. It is the intent of the Town to procure, from an established and experienced contractor, the services for mowing and string-trimming. The goal of the Town is to find the most cost-effective method of maintaining Town facilities while keeping a high level of service to the citizens of Lebanon. It is anticipated that the spring clean-up would commence prior to May, while mowing will commence the beginning of May through October, with the Fall clean-up occurring in November.

The successful bidder shall be responsible for providing their own equipment and shall provide proof of insurance coverage including general and automobile liability, workers compensation and a State predetermination as an Independent Contractor, to the satisfaction of the Town.

Scope of Work:

The Spring cleanup shall take place before the first mowing, typically during the third week in April. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. All debris must be removed from the site and properly disposed of by the contractor.

Mowing must meet the standards set forth by recent legislation LD 274 "An Act to Preserve and Protect Ancient Burial Grounds and Burial Grounds in Which Veterans Are Buried." A copy of the applicable Maine Statue is attached for reference. The successful contractor will only be expected to meet the State standards that are specific to mowing (2.D & 2.E).

The Cemetery grass shall be maintained between 1.5" and a maximum height of 3".

Grass clippings shall be raked or mechanically bagged and removed from the site and properly disposed of by the contractor. Minor clippings may be left as mulch. Memorial Day and Independence Day mowing should be within 10 days prior to the holiday.

Memorial stones must be kept clean and tidy; grass clippings must be blown or swept from stones and memorials immediately following mowing activities. All practical effort should be made to blow grass away from stones, use of chute guards is recommended to control blowing grass clippings.

All mowing and trimming should be completed as to not damage stones and plantings at grave sites. **No mowing activities will be allowed during an interment ceremony.**

The Fall cleanup shall take place after November 1st. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. Perform

minor brush cuttings to include overgrown weeds. Report fallen trees and major limbs to the Town. All debris must be removed from the site and properly disposed of by the contractor.

All services must be provided to the satisfaction of the Board of Selectmen. Should the contractor be in violation of the terms of the agreement, the contractor will be given written notice of this violation and allowed five days to comply with the conditions of the notice. Should the contractor fail to comply, the Town reserves the right to nullify the agreement and to apply penalties for nonperformance.

Proposal Requirements:

1. **General Statement of Qualification:** Provide a general statement of qualification that demonstrates the firm's qualifications and intent to meet the terms of this agreement.
2. **References:** Provide no less than two independent references that can demonstrate or confirm the contractor's ability to successfully perform the services required under the Scope of Work.
3. **Insurance:** Contractor must provide proof of liability insurance, with a minimum of \$400,000 coverage naming the Town of Lebanon as additionally insured, for personal injury, death, and property damage claims which may arise from the performance of the mowing contract as well as evidence of insurance to satisfy the requirements of the Workman's Compensation Act.
4. **Bidding Process:** The bid must state the following individual cost break down in order to be considered by the Board of Selectmen.
 - a. Spring Cleanup charge =
 - b. Fall Cleanup charge=
 - c. Individual mowing charge =
 - d. Maximum 2023 service expenditure – based on a maximum of 3 mowing's for the months of May, June, July, 2 mowing's for August and September.
 - e. Note: The contractor may request payment for services rendered after completion of an individual service, monthly, or end of season.

Bids:

5. Bids are due by **May 4, 2023 at 5:00pm.**
6. Bids will be opened on **May 4, 2023 at 6:00pm.**
7. Bids will be awarded by **May 8, 2023** at the Lebanon Town Office.
8. Drop off or mail bids in a sealed envelope clearly marked "Lebanon Board of Selectmen, 2023 Prospect Hill Cemetery Mowing Services, 15 Upper Guinea Rd, Lebanon, Me, 04027.
9. Faxed or emailed bids will NOT be accepted.
10. The Board of Selectmen reserves the right to waive all information in bids, to accept any bid or any portion thereof, or to reject any or all bids. In evaluating bids, price shall be a major factor but not the only consideration.
11. Any questions, please reach out to the Town Hall, Selectmen Assistant. 207-457-6082 option #5.

M&K Property Servicing LLC

74 Merchants Row
Lebanon ME, 04027
207-651-9592

Forest Grove Cemetery Bid

Below is the bid to complete work as outlined by the town of Lebanon 2023
Forest Grove Cemetery mowing services agreement.

Cost per mowing	\$500
Cost for spring clean up	\$450
Cost for fall clean up	\$450



LEGGE-1

OP ID: MS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2023

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

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PRODUCER York-Jersey Underwriters, Inc. 185 Newman Springs Road PO Box 810 Red Bank, NJ 07701 Mortgage Field Service Account	732-842-2012	CONTACT NAME: James S. Rumbaugh PHONE (A/C No. Ext): 732-842-2012 FAX (A/C No.): 732-630-7080 EMAIL ADDRESS: jarumbaugh@york-jersey.com
INSURED M&K Property Servicing LLC Matthew Leggett 74 Merchants Row Lebanon, ME 04027		INSURER AFFORDING COVERAGE INSURER A: AmTrust North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAC # 15954

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADD. INSUR. (A/C No. Ext)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Ded	<input checked="" type="checkbox"/>	WDO1843966 01	12/07/2022	12/07/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Mortgage Field Services - Errors & Omissions \$1,000,000 (claims-made) \$2500 deductible. Extended Property Damage \$50,000 occurrence/\$100,000 aggregate
GL and E&O Retro: 11/26/13

CERTIFICATE HOLDER

CANCELLATION

Town of Lebanon 15 Upper Guinea Road Lebanon, ME 04027	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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TOWN OF LEBANON



Select Board
207-457-6082 # 5

15 Upper Guinea Road
Lebanon, ME 04027

2023 FOREST GROVE CEMETERY MOWING SERVICES

The Town of Lebanon is seeking bid proposals for mowing services, string-trimming and Spring/Fall debris clean-up at Forest Grove Cemetery, Cemetery Road, Lebanon, Me. Administration of these contracted services will be through the Select Board. It is the intent of the Town to procure, from an established and experienced contractor, the services for mowing and string-trimming. The goal of the Town is to find the most cost-effective method of maintaining Town facilities while keeping a high level of service to the citizens of Lebanon. It is anticipated that the spring clean-up would commence prior to May, while mowing will commence the beginning of May through October, with the Fall clean-up occurring in November. The successful bidder shall be responsible for providing their own equipment and shall provide proof of insurance coverage including general and automobile liability, workers compensation and a State predetermination as an Independent Contractor, to the satisfaction of the Town.

Scope of Work:

The Spring cleanup shall take place before the first mowing, typically during the third week in April. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. All debris must be removed from the site and properly disposed of by the contractor.

Mowing must meet the standards set forth by recent legislation LD 274 "An Act to Preserve and Protect Ancient Burial Grounds and Burial Grounds in Which Veterans Are Buried." A copy of the applicable Maine Statue is attached for reference. The successful contractor will only be expected to meet the State standards that are specific to mowing (2.D & 2.E). The Cemetery grass shall be maintained between 1.5" and a maximum height of 3". Grass clippings shall be raked or mechanically bagged and removed from the site and properly disposed of by the contractor. Minor clippings may be left as mulch. Memorial Day and Independence Day mowing should be within 10 days prior to the holiday. Memorial stones must be kept clean and tidy; grass clippings must be blown or swept from stones and memorials immediately following mowing activities. All practical effort should be made to blow grass away from stones, use of chute guards is recommended to control blowing grass clippings.

All mowing and trimming should be completed as to not damage stones and plantings at grave sites. No mowing activities will be allowed during an interment ceremony. The Fall cleanup shall take place after November 1st. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. Perform minor brush cuttings to include overgrown weeds. Report fallen trees and major limbs to

the Town. All debris must be removed from the site and properly disposed of by the contractor.

All services must be provided to the satisfaction of the Select Board. Should the contractor be in violation of the terms of the agreement, the contractor will be given written notice of this violation and allowed five days to comply with the conditions of the notice. Should the contractor fail to comply, the Town reserves the right to nullify the agreement and to apply penalties for nonperformance.

Proposal Requirements:

1. **General Statement of Qualification:** Provide a general statement of qualification that demonstrates the firm's qualifications and intent to meet the terms of this agreement.
2. **References:** Provide no less than two independent references that can demonstrate or confirm the contractor's ability to successfully perform the services required under the Scope of Work.
3. **Insurance:** Contractor must provide proof of liability insurance, with a minimum of \$400,000 coverage naming the Town of Lebanon as additionally insured, for personal injury, death, and property damage claims which may arise from the performance of the mowing contract as well as evidence of insurance to satisfy the requirements of the Workman's Compensation Act.
4. **Bidding Process:** The bid must state the following individual cost break down in order to be considered by the Select Board.
 - a. Spring Cleanup charge =
 - b. Fall Cleanup charge=
 - c. Individual mowing charge =
 - d. Maximum 2023 service expenditure- based on a maximum of 3 mowing's for the months of May, June, July, 2 mowing's for August and September.
 - e. Note: The contractor may request payment for services rendered after completion of an individual service or monthly.

Bids:

1. Bids are due by **April 20, 2023 at 5:00pm.**
2. Bids will be opened on **April 20, 2023 at 6:00pm.**
3. Bids will be awarded on **April 27, 2023 at 6:15pm** at the Lebanon Town Office.
4. Drop off or mail bids in a sealed envelope clearly marked "Lebanon Select Board, 2023 Forest Grove Cemetery Mowing Services, 15 Upper Guinea Rd, Lebanon, ME 04027.
5. Faxed or emailed bids will NOT be accepted.
6. The Select Board reserves the right to waive all information in bids, to accept any bid or any portion thereof, or to reject any or all bids. In evaluating bids, price shall be a major factor but not the only consideration.
7. Any questions, please reach out to the Town Hall, Select Board's Assistant at 207-457-6082 Option #5.

Freeman Sprague
Birch Point Property Management
488 River Road
Lebanon, ME 04027

QUOTE

Town of Lebanon
Forest Grove Cemetery

Quote # 0000061

Quote Date 04/15/2023

Item	Description	Unit Price	Quantity	Amount
Service	mowing Forest Grove Cemetery	750.00	13.00	9,750.00
	spring and fall clean up	750.00	2.00	1,500.00
		Subtotal		11,250.00
		Total		11,250.00
		Amount Paid		0.00
		Quote		11,250.00

Freeman Sprague
Birch Point Property Management
488 River Road
Lebanon, ME 04027

QUOTE

Town of Lebanon
town properties

Quote # 0000062

Quote Date 04/15/2023

Item	Description	Unit Price	Quantity	Amount
Service	Transfer station mowing	150.00	8.00	1,200.00
Service	transfer station spring and fall clean up	250.00	2.00	500.00
Service	town hall mowing	60.00	24.00	1,440.00
Service	town hall spring and fall clean up	100.00	2.00	200.00
Service	fire pond mowing	40.00	24.00	960.00
Service	fire pond spring and fall clean up	100.00	2.00	200.00
Service	park and ride mowing	8.00	40.00	320.00
Service	park and ride spring and fall clean up	100.00	2.00	200.00
Service	town pound mowing	40.00	8.00	320.00
Service	town pond spring and fall clean up	100.00	2.00	200.00
Service	fire station 1 mowing	40.00	8.00	320.00
Service	fire station 1 spring and fall clean up	100.00	2.00	200.00
Service	fire station 2 mowing	40.00	8.00	320.00
Service	fire station 2 spring and fall clean up	100.00	2.00	200.00
Service	stuart's ball field mowing	150.00	12.00	1,800.00
Service	Stuart's ball field spring and fall clean up	200.00	2.00	400.00
Service	rt 202 center rd and long swamp	40.00	4.00	160.00
Service	rt 202 center rd and long swamp rd spring and fall clean up	100.00	2.00	200.00
Subtotal				9,140.00
Total				9,140.00
Amount Paid				0.00

	Quote
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	9,140.00
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QUOTE

Quote Date 04/15/2023

Item	Description	Unit Price	Quantity	Amount
Service	mowing of prospect hill cemetery	450.00	13.00	5,850.00
Service	spring and fall clean up	450.00	2.00	900.00
		Subtotal 6,750.00		
		Total 6,750.00		
		Amount Paid 0.00		
		Quote \$6,750.00		

Aspen Landcare

Professional Property Services

P.O Box 1112

Dover, NH. 03821

Aspenlandcare@gmail.com

(603)-865-7476

What's new:

**We are now booking Spring
Cleanups, Lawn Service, &
Mulching.**

To: The Town of Lebanon Maine
2023 Prospect Hill Cemetery Mowing Services

Work to be performed at:

Name: Prospect Hill Cemetery
Address: Prospect Hill Road
Phone: 1-207-457-6082

Estimate / Bid

We hereby propose to furnish the labor and materials necessary for the completion of Property Care 2023:

- | | |
|--|------------------------|
| 1. Lawn Maintenance. (Weekly and bi-weekly Cuttings estimated...May thru October) | \$1,040.00 per mow |
| 2. Edging of Planting Beds | Available upon Request |
| 3. Bark Mulch added to Existing Beds. | Available upon Request |
| 4. Pruning of shrubs and ornamental plant material (Twice Per Season) | TBD |
| 5. Weeding of ornamental beds | Available upon Request |
| 6. Spring Cleanup of property (removal of all leaves/debris and dethatching). | \$1,560.00 |
| 7. Price for fertilizing, broadleaf weed, and grub control (to be subcontracted out) | Available upon Request |
| 8. Fall Cleanup of Property (removal and disposal of all leaves) | \$1,560.00 |
| 9. Reseeding of damaged lawn areas | Available upon Request |
| 10. Aeration of Property | Available upon Request |

— MONTHLY, BILLED AS PERFORMED. —

2023 Seasonal Contract total: \$16,640.00

Payments to be determined. Monthly

All material to be guaranteed to be as specified, and the above work is to be performed in accordance with drawings and or specifications submitted for the work and completed in a professional workman like manner, following good horticultural practices for the sum of:

* From contract total. * May 15th- Nov.1 () Monthly, Account billed as work is performed. —

Failure to meet the terms above and listed in this contract will void all guarantees and may result in the cancellation of service. The customer agrees to pay all reasonable attorney and other professional fees necessary to collect any unpaid balances. Aspen Landcare LLC cannot be held responsible for any acts of God. An interest rate of .5% will be charged to all accounts 15 days or more past due. Any alterations or deviations from the above specifications involving extra costs will become extra charges over and above the estimate. All agreements are contingent upon strikes, accidents, or delays outside our control. Workmen's compensation and public liability insurance on above work to be taken out by Aspen Landcare. Owners to carry all other necessary insurances on the above work. I.E., fire, floods and hurricanes. This proposal may be withdrawn if not accepted after thirty days.

Respectfully Submitted _____

Duane R. Kimball

From:

Please detach along dotted line and return in envelope provided:

Yes! I agree with the above bid for my property for 2023, agree with the terms, and wish to have the work done. Or simply reply by texting Yes! to 603-834-5462

Aspen Landcare

Professional Property Services

P.O Box 1112

Dover, NH. 03821

Aspenlandcare@gmail.com

(603)-865-7476

Name: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____

_____ Comments (Please write on Backside).

_____ Additional Services Requested... (Please write on Backside)

TOWN OF LEBANON



Select Board
207-457-6082 ext.5

15 Upper Guinea Road
Lebanon, ME 04027

2023 PROSPECT HILL CEMETERY MOWING SERVICES

The Town of Lebanon is seeking bid proposals for mowing services, string-trimming and Spring/Fall debris clean-up at Prospect Hill Cemetery, Lebanon, Me.

Administration of these contracted services will be through the Board of Selectmen. It is the intent of the Town to procure, from an established and experienced contractor, the services for mowing and string-trimming. The goal of the Town is to find the most cost-effective method of maintaining Town facilities while keeping a high level of service to the citizens of Lebanon. It is anticipated that the spring clean-up would commence prior to May, while mowing will commence the beginning of May through October, with the Fall clean-up occurring in November.

The successful bidder shall be responsible for providing their own equipment and shall provide proof of insurance coverage including general and automobile liability, workers compensation and a State predetermination as an Independent Contractor, to the satisfaction of the Town.

Scope of Work:

The Spring cleanup shall take place before the first mowing, typically during the third week in April. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. All debris must be removed from the site and properly disposed of by the contractor.

Mowing must meet the standards set forth by recent legislation LD 274 "An Act to Preserve and Protect Ancient Burial Grounds and Burial Grounds in Which Veterans Are Buried." A copy of the applicable Maine Statute is attached for reference. The successful contractor will only be expected to meet the State standards that are specific to mowing (2.D & 2.E).

The Cemetery grass shall be maintained between 1.5" and a maximum height of 3".

Grass clippings shall be raked or mechanically bagged and removed from the site and properly disposed of by the contractor. Minor clippings may be left as mulch. Memorial Day and Independence Day mowing should be within 10 days prior to the holiday.

Memorial stones must be kept clean and tidy; grass clippings must be blown or swept from stones and memorials immediately following mowing activities. All practical effort should be made to blow grass away from stones, use of chute guards is recommended to control blowing grass clippings.

All mowing and trimming should be completed as to not damage stones and plantings at grave sites. No mowing activities will be allowed during an interment ceremony.

The Fall cleanup shall take place after November 1st. Debris is defined as leaves, grass clippings, twigs, branches, trash, any gravel, rock, pavement, sod, loam, etc. Perform

minor brush cuttings to include overgrown weeds. Report fallen trees and major limbs to the Town. All debris must be removed from the site and properly disposed of by the contractor.

All services must be provided to the satisfaction of the Board of Selectmen. Should the contractor be in violation of the terms of the agreement, the contractor will be given written notice of this violation and allowed five days to comply with the conditions of the notice. Should the contractor fail to comply, the Town reserves the right to nullify the agreement and to apply penalties for nonperformance.

Proposal Requirements:

1. General Statement of Qualification: Provide a general statement of qualification that demonstrates the firm's qualifications and intent to meet the terms of this agreement.
2. References: Provide no less than two independent references that can demonstrate or confirm the contractor's ability to successfully perform the services required under the Scope of Work.
3. Insurance: Contractor must provide proof of liability insurance, with a minimum of \$400,000 coverage naming the Town of Lebanon as additionally insured, for personal injury, death, and property damage claims which may arise from the performance of the mowing contract as well as evidence of insurance to satisfy the requirements of the Workman's Compensation Act.
4. Bidding Process: The bid must state the following individual cost break down in order to be considered by the Board of Selectmen.
 - a. Spring Cleanup charge =
 - b. Fall Cleanup charge=
 - c. Individual mowing charge =
 - d. Maximum 2023 service expenditure -- based on a maximum of 3 mowing's for the months of May, June, July, 2 mowing's for August and September.
 - e. Note: The contractor may request payment for services rendered after completion of an individual service, monthly, or end of season.

Bids:

1. Bids are due by **April 20, 2023 at 5:00pm.**
2. Bids will be opened on **April 20, 2023 at 6:00pm.**
3. Bids will be awarded **April 27, 2023 at 6:15pm** at the Lebanon Town Office.
4. Drop off or mail bids in a sealed envelope clearly marked "Lebanon Board of Selectmen, 2023 Prospect Hill Cemetery Mowing Services, 15 Upper Guinea Rd, Lebanon, Me, 04027.
5. Faxed or emailed bids will NOT be accepted.
6. The Board of Selectmen reserves the right to waive all information in bids, to accept any bid or any portion thereof, or to reject any or all bids. In evaluating bids, price shall be a major factor but not the only consideration.
7. Any questions, please reach out to the Town Hall, Selectmen Assistant. 207-457-6082 ontion #5.