Blue Ribbon Commission to Study Emergency Medical Services in the State

November 13, 2023

Time: 1:00 p.m. to 4:00 p.m. Location: State House, Room 228 (AFA Committee Room) (Hybrid Meeting) The meeting will be livestreamed at the following link: <u>https://legislature.maine.gov/Audio/#228</u>

AGENDA

- 1:00 p.m. Introductions
- **1:05 p.m. Public comment opportunity** (in person or via Zoom)
- 2:30 p.m.* Tribal EMS systems in Maine Mike Hildreth, Commission member representing a tribal emergency medical service
- 2:45 p.m. Commission member discussion
- 4:00 p.m. Adjourn

Item to begin following end of public comment

Please note that times are approximate and subject to change

Additional information and materials are available on the Commission's webpage at: <u>https://legislature.maine.gov/blue-ribbon-commission-to-study-emergency-medical-services-in-the-state</u> November 15, 2023

Members of the EMS Blue Ribbon Commission:

My name is Jay Bradshaw. I live in Sidney, Maine, and have been actively involved with EMS in Maine, across the U.S., and internationally since 1983 – and in just about every capacity. I helped establish the first responder service in Belgrade, served as both a volunteer and paid provider, a municipal service chief, and have 30 years' experience with Maine EMS, including almost 20 years as the state EMS director.

I want to begin by thanking you for your interest and commitment to improving our EMS system. For too many years, EMS has struggled to get out its message, which is part of why we are now in such a desperate situation.

I have been able to listen in to most of your meetings and think that the Commission has identified several key issues that can benefit from your attention. I submit that meaningful changes in the EMS system will require action and coordination between the Legislature and the Board of EMS. With that in mind, I offer the following items for consideration:

- 1) **Define in statute what it means to be an "essential" service.** If the BRC agrees that everyone in Maine should have access to at least basic life support, that should be stated in statute. Then identify what entity (local, county, etc.) is responsible for assuring that happens either by having a BLS service within that corporate structure or by contract.
- 2) Identify and provide funding for this minimum level of service. If a municipality wants to go above a BLS service or have additional ambulances, that should be a local decision and locally funded. Perhaps something similar to how K-12 education is funded; with basic services defined and significantly funded by the state; and with local options and responsibility for expanded facilities and programs.
- 3) Help Maine EMS streamline implementation of initiatives. The \$200k for Community Assessment Grants is an example of an important initiative that was funded by the Legislature and then ran into unexpected roadblocks. Several of us tried to work with Maine EMS on mechanisms to get the funding released in an efficient and effective timeline. However, a combination of resistance from Maine EMS administration and complicated Assistant Attorney General guidance appears to have created what seems like an excessively complex maze.

At every step of this process, it seemed that rather than listening to outside suggestions, the response from Maine EMS was dismissive and unwavering and the results speak for themselves. As of today, none of those funds have been used for their intended purpose.

I am concerned that the above philosophical approach is also hampering distribution of the \$31 million appropriated this past session. Maine EMS knew the funding was coming for months, but instead of being able to distribute funds upon arrival, the decision was again made to develop a complex process that has stalled even the first round of much needed funds being distributed.

4) Perhaps the enabling legislation needs to be reviewed.

"It is the intent of the Legislature to designate that a central agency be responsible for the coordination and integration of all state activities concerning emergency medical services and the overall planning, evaluation, coordination, facilitation and regulation of emergency medical services systems." (32 MRS, Ch 2-B, §81-A) (emphasis added)

"Facilitation" was added to the Statement of Purpose in the late 1980s at the request of the state EMS office; and for the next 35 years the working mantra of the office was to "facilitate first and regulate second" because Maine EMS wanted to actively work with services, personnel, and stakeholders to make good ideas become reality – and do so in a timely manner.

This was neither a substitute for, nor a compromise in, conducting its core regulatory responsibilities.

However, more recently this seems to have changed as has been previously discussed in your meetings.

Good ideas need to be prioritized and find a way to be implemented quickly. The core mission should be clear and not get diluted or diverted by the siren's call of new initiatives with temporary funding – and from what you heard during the public comment period, those core responsibilities (e.g. ambulance and service inspections) have not been conducted for several years. Yet Maine EMS staff head count has tripled.

5) The Board of EMS is too large. This Board began in 1983 as an *advisory* board to the *regulatory* Office of EMS. Following a Legislative Sunset Review in 1996, that role was changed to be a *regulatory* board to oversee and guide the Office of EMS (now *Maine EMS*). Over the years, the board membership has been expanded several times to its current 18 ("one from each region and 12 additional" - 32 MRS, Ch 2-B, § 88.A).

Each of the changes probably made sense at the time, but like the parable of the frog in hot water, in retrospect it is now simply too awkwardly big to work efficiently. Changing the composition is now additionally challenged because each of the board members see their individual roles as essential.

Added to this is the challenge that comes from changes to the Assistant Attorney General assigned to the board. During my tenure as state director, we were fortunate to have AAGs who really sought to understand how the system worked and when good ideas came around, worked to find paths to make it happen efficiently. In cases where legislative action was needed, we worked with the Governor's Office and the Legislature to make those happen in a timely manner.

I am concerned that the current plan to break the current board into two boards, each with different functions, could very well have the untoward consequence of creating more upper-level silos instead of coordination.

Thank you for the opportunity to share these thoughts. I am happy to assist with any questions, look forward to following your ongoing conversation, and wish you success - for the sake of our EMS system and our state.



Towns of Dayton and Lyman Goodwin's Mills Fire-Rescue 481 Goodwin's Mills Road Lyman, Maine 04002-7524 (207) 499-7878 Office of the Chief of Staff Personnel & Readiness Section Deputy Fire Chief Chief of Personnel

November 12, 2023

Commissioners of Maine's Blue Ribbon Commission to Study Emergency Medical Services in the State:

My name is Ben Harris I am an Advanced EMT and serve as the deputy chief of the Goodwin's Mills Fire-Rescue in Lyman where we serve the towns of Dayton and Lyman in York County. We are a combination department with a mixture of career, part-time, and paid per call members. Our fire department has two to three people on duty at a time and we operate two transporting ambulances.

I would like to thank you all for your service and commitment to improve EMS delivery to the citizens of our great State. I appreciate the Legislature's efforts to provide streaming and records of these meetings so I can watch them at my leisure. Please keep up the good work and the forward progress.

The Goodwin's Mills Fire-Rescue was first incorporate in 1949 as a non-profit private fire company, an ambulance was added in the late 1970s. In 2010 at the request of the fire company the towns of Dayton and Lyman entered into an Inter Local Agreement which took two years to fully implement. This change in governance saved our department. I wanted to provide you all with a copy of this interlocal agreement which can be found on our website www.gmfd.org under Members Area then Policy Book. There have been many benefits of this change, but of particular note has been the ability to access Maine State Retirement for our career staff. The interlocal agreement has had two significant changes since inception.

One change created a funding formula. Originally, all expenses were split evenly between the towns. This was changed to two-part finding strategy capital expenses are shared 50/50, and formula for staffing and operations based on call volume for the previous year, evaluation, and property tax bills. This change once again saved out organization as one community was prepared to look elsewhere for services because the cost was so high.

The change was based on governance removing a standing fire commission and replacing it with a selectboard member from each town. This has helped to streamline the way the organization functions administratively.

I would also like to point out that all revenues generated by the department stay with the department and are applied to offset operating costs the following year. My understanding of other municipal organizations is EMS revenues go back into the municipality's fund balance or general fund. I believe this helps the fire chief be responsible with revenues as there is a level of ownership not seen in the typical municipal structure.

Furthermore, I would like to provide feedback on two additional comments that resonated with me from your last hearing: the first is the idea of each municipality



Serving the communities of Lyman and Dayton, Maine, since 1949



Towns of Dayton and Lyman Goodwin's Mills Fire-Rescue 481 Goodwin's Mills Road Lyman, Maine 04002-7524 (207) 499-7878

Office of the Chief of Staff **Personnel & Readiness Section** Deputy Fire Chief Chief of Personnel

appointing their own EMS chief/director or declaring their primary EMS agency. I think this is a great idea!

I also believe Maine is facing an EMS educational shortfall. There are not enough paramedic education programs to fill the need. In 2017 I participated in the Education Leaders Experience where I traveled the State learning about businesses and their needs from education. One fact has stood to me from those years; 80% of people will live within 60 miles of where they grew up or where they went to college. In southern Maine we have two local options for paramedic programming, United Ambulance service in Lewiston or Southern Maine Community College in South Portland. I believe these two programs combined graduate less than 50 graduates per year in the most densely populated portion of our state. Our education programs need to find a way to attract more students from away.

I also am really intrigued by the idea of GPS dispatch of the closest EMS agency. A former member of our department was in South Carolina when they made a transition to this type of dispatch system, and it saved a considerable number of lives and property. The Goodwin's Mills Fire-Rescue grew exponentially after the adoption of E-911. Prior to 911 citizens called the closest or the preferred Fire or ambulance service, for parts of Lyman they were just a mile or two from Alfred or Waterboro fire stations and parts of Dayton was closer to Hollis. As part of the 911 adoption every town had to identify one EMS agency. This has since been overcome with Emergency Medical Dispatch protocols which have allowed our department to request those other communities for high acuity incidents. There is a lot of potential for GPS dispatching of ambulances. I believe the biggest hurdle will be rural communities with one ambulance needing their ambulance back, and our complicated patch work of dispatch centers.

I would also like to submit a few solutions from my perspective. The first, would be for a unified EMS advertisement campaign. I think promoting EMS with one voice in a positive light could have a significant impact. Educating the citizens of the State exactly how the EMS system works and asking them to help could be a powerful tool.

The Goodwin's Mills Fire-Rescue currently has at least five paid per call employees who did not pass their national registry EMT test. I would like to suggest that Maine EMS look at ways to offer dedicated volunteers an Emergency Medical Responder License for others in the same situation. These members, including one who has English as a second language could not pass the complicated exam with a national pass rate of about 70%. This failure has turned many of these employees sour on EMS.

Selfishly, I would like to see this commission look at a retirement option for EMS providers much like LOSAP for those that are 100% vollunteers. I have been an EMS provider since 1999, I am currently in Maine State Retirement regular plan because of my full-time employment. The hourly wage I receive from the fire department goes into social security, for which I will never see thanks to the windfall reduction. I think being able to contribute my part-time salary to Maine State retirement would improve retention rates.



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Finally, I would love to see a few more maps and data like were presented in your last meeting. Information I think would be helpful is a pollical map of the state with each town and township with an ambulance base/service layover. I also would love to see a similar map to include first responder agencies and the type of staffing each base has.

EMS in my department is not broken because the leadership of the organization saw our cliff coming. They rallied the communities. We are now answering more calls for service than ever before. EMS providers are strong and resilient, but we are often not efficient. I appreciate your time and dedication to the EMS service and our State. Please do not hesitate to reach out to me with any questions.

Respectfully:

Benjon & Hanco

Benjamin J. Harris, A-EMT-I/C Deputy Chief



AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF LYMAN AND DAYTON FOR JOINT OPERATION AND MANAGEMENT OF FIRE AND EMERGENCY RESCUE SERVICES

WHEREAS, the Town of Lyman and the Town of Dayton entered into an interlocal agreement for the joint operation and management of fire and emergency services dated December 20, 2010 ("Interlocal Agreement");

WHEREAS, the Town of Lyman and the Town of Dayton have made several amendments to the Interlocal Agreement since it was first approved in 2010;

WHEREAS, the parties to the Interlocal Agreement desire to further amend the Interlocal Agreement in several respects and to restate and republish the Interlocal Agreement, as amended, as set forth in Exhibit A annexed hereto and made a part hereof.

NOW, THEREFORE, the parties to the Interlocal Agreement hereby agree to amend the same, as set forth in Exhibit A annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have by their duly authorized Select Boards caused this Agreement to be executed as of the Effective Date of July 1, 2018.

For the Town of Lyman

By: Selectman By: electman By: Selectman By: ectman Selectman

For the Town of Dayton

Bv: Selectman

Bv

SECTION 2. DEFINITIONS.

2.1. Definitions

As used in this Agreement:

- (a) "Costs" shall mean all costs of operating and equipping the Department, to include, without limitation, salaries, benefits, training, insurance, vehicles, equipment, supplies, materials, maintenance, fuel, communications, in-kind contributions and technical services.
- (b) "Department" shall mean the organized firefighting unit of the Parties established by this Agreement to prevent and extinguish fires and to provide emergency rescue services.
- (c) "Equipment" shall mean emergency services vehicles, firefighting vehicles, generators, pumps, ladders, maintenance tools, training devices, gear and similar items.
- (d) "Fire Chief" shall mean the chief of the Department recommended by the Fire Commission and appointed by the municipal officers of the Parties and/or, in the Fire Chief's absence, the Fire Chief's designee as defined in 30-A M.R.S.A. § 3153.
- (e) "Municipal firefighter" shall be as defined in 30-A M.R.S.A. § 3151 (2) and may include an ambulance attendant, emergency medical services provider or technician as defined in 32 M.R.S.A § 83, as amended.
- (f) "Party" of "Parties" shall mean the signatories to this Interlocal Agreement as identified above.
- (g) "Provide emergency services: shall be as defined in 30-A M.R.S.A § 3151 (1-A), as may be amended.
- (h) "Treasurer" shall be defined as the Party official then acting as treasurer of the Department as determined in accordance with Section 4.3 of this Agreement.
- (i) "Volunteer firefighter" shall be as defined in 30-A M.R.S.A. § 3151 (4), as may be amended.
- (j) "Level One Employee" shall be defined as any full-time employee and any employee, regardless of category, who is designated by the Fire Commission as a deputy chief, assistant chief or similar title and responsibility.

provided, however, that any action to recommend the appointment or removal of the Fire Chief shall require the affirmative vote of the Parties.

(d) All meetings of the Fire Commission shall be held in accordance with the Maine Freedom of Access Act, 1 M.R.S.A. § 401 *et seq.*, as may be amended.

(e) The Municipal Officers of a Party, the Commission Chair or the Fire Chief may call an emergency or special meeting which may be called on twenty-four hours notice to each Commission Member given personally or by telephone or by electronic mail to the email address furnished by the Commission Member, which notice shall state the time, place and purpose of the meeting.

3.3 Vacancies.

A vacancy has the same meaning as for municipal officials, pursuant to 30-A M.R.S.A. § 2602, as may be amended. The appropriate Parties <u>Select Board</u> may appoint a person to fill a vacancy in the office of Commission member, and that person shall serve for the remainder of the term; provided, however, that if a Party's <u>Select Board</u> has failed to fill an vacancy within sixty (60) days of the creation of that vacancy, the remaining Commission members from that Party shall appoint a qualified person from the municipality to fill such vacancy.

3.4 Powers and Functions of Fire Commission.

The Fire Commission and Fire Chief Shall have all powers necessary and incidental to the performance of fire prevention, fire extinguishment, and emergency services by the Department, to include, without limitation, the powers and functions listed herein below.

A. Powers and Functions of Fie Commission

- (1) To recommend to the Parties the appointment and, if necessary, the removal for cause, after notice and hearing, of the Fire Chief; and any performance concerns of any or all of the fire department;
- To recommend to the Parties the compensation and benefits of all nonbargaining Municipal Firefighters, to remove for cause, after notice and hearing, all Municipal Firefighters; and to appoint all Level One Employees;
- (3) To recommend to the Parties the acquisition of real estate, land and/or buildings(s), to be used by the Department;
- (4) To recommend to the Parties the locations to house Fire Prevention, fire extinguishment and emergency services equipment after due consideration of the Fire Chief's recommendation, population, road network and other relevant factors;

- (2) To recommend the hiring of all Level One and Two Employees, to recommend to the Fire Commission and recommend to the Fire Commission the removal of all Municipal Firefighters;
- (3) To develop and present to the Fire Commission for adoption administrative rules, policies and procedures relating to the Department, including but not limited to personnel issues, hiring process, training requirements, termination of employees or any other policy procedure requests of the Fire Commission;
- (4) To provide a training program for firefighters within the original member municipalities in cooperation with appropriate governmental agencies;
- (5) To obtain assistance from persons at the scene of a fire to extinguish the fire and protect persons and property from injury;
- (6) To provide for the maintenance of all fire equipment and buildings;
- (7) To be authorized to pull down and demolish structures and appurtenances if the Fire Chief judges it necessary to prevent the spread of fire;
- (8) To suppress disorder and tumult at the scene of a fire or other emergencies and generally to direct all operations to prevent further destruction and damage;
- (9) To recommend to the Fire Commission whether to enter into mutual aid agreements with surrounding municipalities as deemed necessary or appropriate; and

(10) To supervise and implement the removal of all Level One and Level Two Employees;

- (11) To serve as the Forest Fire Warden for the Parties as provided for by Title 12 § 8902;
- (12) Uphold any local, county, state or federal laws, or ordinances associated with fire prevention, fire extinguishment and emergency services;

and shall submit the budget and recommendations to the Select Boards on or prior to February 1st of each year.

- (c) The fiscal year shall be from July 1st to June 30th. The Parties shall make twelve (12) equal payments as herein required or specified per fiscal year with payments due monthly following the first Parties meeting at which a financial warrant is signed.
- (d) The financial records of the Department shall be audited annually by the person engaged to audit the records of the town processing Goodwin Mills Fire-Rescue finances; provided however, that the cost of said audit shall be an expense of the Goodwin Mills Fire-Rescue.
- (e) Any remaining fund balance at the end of the fiscal year shall remain in the Department's account to offset future Department budgets.

4.3 Capital Improvements

- (a) The funds so provided by the Parties shall be used by the Department only for the purposes for which the request was made.
- (b) The proportionate share of the expenditure to be contributed by each Party so requested shall be funded equally.

SECTION 5. PROPERTY

5.1 Title.

- (a) Title to any personal property acquired for Department purposes subsequent to the original Effective Date of this Agreement shall be held by the Parties with the interests therein determined according to each Party's actual contribution to the acquisition thereof. Such property shall be acquired only upon approval by a majority of the full membership of the Fire Commission
- (b) Title to any real property acquired for Department purposes subsequent to the original Effective Date of the Agreement shall be held by the Parties as tenants in common. The interests therein shall be determined according to each Party's actual contribution to the acquisition thereof. The Fire Commission shall recommend the purchase of any such property to the legislative bodies of the Parties.
- (c) The real property listed in Appendix A shall be held by the Parties as tenants in common with each Party having a one-half-undivided interest therein. The Parties shall also own a one-half interest in the personal property described in Appendix A.

SECTION 6. PERSONNEL.

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6.1. Employer

- (a) A single Party, as listed on Appendix D, shall be the employer of all Department employees for purposes of payroll and related functions. The Party shall be solely liable to any such employees for any liability for compensation or indemnity for injury or sickness arising out of or in the course of their employment; provided, however, that Parties agree to indemnify the responsible employing Party for its proportional share of any such liability in excess of the limits of workers' compensation or other insurance; provided, further, nothing in this section shall affect the liability insurance coverage of the Parties under the insurances coverage obtained by the Parties on behalf of the Department.
- (b) Employee time may be contributed to the Department by the Parties. Persons performing work under such arrangements shall be subject to the supervision of the Fire Chief but shall otherwise retain the status of an employee of the contributing Party.
- (c) Representative(s) appointed by the Municipal Officials of the Parties will conduct all labor negotiations and approve tentative labor contracts; provided, however that any final labor contracts shall be approved by the Parties.

SECTION 7. LEVEL OF SERVICE.

Fire prevention, fire suppression, emergency medical, technical rescue and hazardous materials incident response shall be provided at the same level to each of the Parties under the terms of this Agreement. In the event of simultaneous emergencies within the Parties whereby resources of the Department are taxed beyond its ability to render equal protection, the Fire Chief, or designee, shall determine how to allocate the Department's resources.

SECTION 8. REMEDIES.

8.1. Breach.

A Party shall be deemed to be in breach of this Agreement if it fails to appropriate or make timely payment of its share of costs, or if it fails to perform or comply with any of the terms, provisions, or conditions of this Agreement. The Fire Chief or Fire Commission shall give Select Board written notice of specific acts or omissions which constitute breach. The Select Board so notified shall have ten (10) days to cure the breach. If the party fails to cure the breach within the above-mentioned time period, or if the Party waives the time period, then the Select Board or the Fire Commission shall have the power to submit the question of breach to the dispute resolution procedure established in Section 8.02.

9.4. New Parties.

Other municipalities, not original signatories hereof, may be admitted as parties to this Agreement by an recommendation of the Fire Chief or Fire Commission and upon approval of the legislative bodies of the Parties, including any terms, conditions or other considerations of entry.

9.5. Withdrawal.

Any Party by appropriate action of its legislative body may withdraw from this Agreement subject to the following;

- (1) The withdrawing Party shall give written notice of its intent to the other Parties on or prior to June 30th of any year, with the effective date of such withdrawal to be July 1st of the following year. Such party shall make any payments due during the notice period.
- (2) In the event a withdrawing Party fails to comply with the provisions of subsection (a) above, it shall pay to the Treasurer an amount equal to its full share of costs due for that fiscal year.
- (3) Upon the effective date of withdrawal, any property in possession of the Department and owned by the Parties shall be disposed of in accordance with Section 5.3(b) herein.
- (4) In the event of withdrawal by the employing municipality, the remaining Parties shall determine employing municipality.

9.6. Dissolution of Department.

At such time the Department shall have discharged all of its obligations and shall have paid or provided for the payment thereof, by affirmative vote of all Parties, dissolve this Department and dispose of all Department property, real and personal, in such manner as said Parties shall authorize and direct in accordance with Section 5.3 above.

9.7. Benefits.

This agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons, firms or entities.

9.8. Severability.

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

APPENDIX A

Real and personal property to be transferred to the Towns of Lyman and Dayton by Goodwin's Mills Fire Department is described herein.

Legal Description of land to be transferred:

A certain lot or parcel of land, with the buildings thereon, situated partly in the Town of Lyman and partly in the Town of Dayton, in the County of York, and State of Maine, bounded and described as follows:

Beginning at the northeasterly corner of land now or formerly occupied by Lydia C. Walker; thence easterly by said Walker's land and on in the same direction by land now or formerly of Grace W. Smith and Herbert E. Joy to the land now or formerly of J.H. Hanson; thence in a southerly direction by land of said Hanson to the southeast corner of the lot hereby conveyed; thence westerly by other land of said Hanson and on in the same course by land now or formerly of Raymond Burbank to the highway leading through the Village of Goodwin Mills, so-called; thence northerly by said Village Highway to the Walker land and the place of beginning; containing six acres, more or less.

Excepting herefrom a certain lot or parcel of land conveyed by Winnefred E. Litchfield to the Inhabitants of the Town of Lyman by deed dated December 7, 1950, and recorded in the York County Registry of Deeds in Book 1181, Page 172.

This conveyance is made together with a right of way, in common with others, as set forth in a deed from Dorothy B. Harris to the Town of Lyman, Douglas J. Spencer, Joy A. Spencer and Goodwin Mills Fire Department, dated August 1, 1977, and recorded in said Registry of Deeds in Book 2257, Page 60.

Being the same property conveyed to the Grantors by Warranty deed of Sara N. Holden dated September 9, 1992, and recorded in the York county Registry of Deeds in Book 6245, Page 22; by quitclaim deed of Katherine E. Maloney, dated August 7, 1992, and recorded in the York county Registry of Deeds in Book 6245, Page 18; and by warranty deed of Martin J. Maloney dated August 12, 1992, recorded in the York County Registry of Deeds in Book 6245, Page 20.

2017 Incidents			
Lyman	455	59.63%	
Dayton	198	25.95%	
Mutual Aid	110	14.42%	
Total	763		
Lyman + 50% Mutual Aid	510	66.84%	
Dayton + 50% Mutual Aid	253	33.16%	
Total	763		
Town Valuation			
Lyman	\$ 517,850,000	69.90%	
Dayton	\$ 222,950,000	30.10%	
Total	\$ 740,800,000		
Tax Bills			
Lyman	2,781	72.84%	
Dayton	1,037	27.16%	
Total	3,818		
2018/2019 Funding Rate			
	Lyman	Dayton	
2017 Incidents	66.84%	33.16%	
Town Valuation	69.90%	30.10%	
Tax Bills	72.84%	27.16%	
Average	69.86%	30.14%	100.00%

APPENDIX D

Parties addresses:

Lyman:

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Board of Selectmen, Town of Lyman Lyman Town Offices 11 South Waterboro Road Lyman, Me. 04002