



AGENDA
COUNCIL MEETING
FEBRUARY 6, 2018
LISBON TOWN OFFICE
7:00 P.M.

Town Council
Allen Ward, Chairman
Chris Brunelle, Vice Chairman
Norm Albert
Kris Crawford
Kasie Kolbe
Mark Lunt
Fern Larochelle

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
___ Councilor Albert ___ Councilor Brunelle ___ Councilor Crawford ___ Councilor Kolbe
___ Councilor Larochelle ___ Councilor Lunt ___ Councilor Ward
Town Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
 - A. Public Meeting for comments on Lisbon Emergency-Level of Service/Funding
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA
 - 2018-15 ORDER – A. Municipal Accounts Payable & Payroll Warrants -

# 83	\$10,951.01	#84	\$6,152.27
# 85	\$201,014.37	#86	\$17,671.21
# 87	\$7,928.56	#	\$

 - B. School Accounts Payable & Payroll Warrants -

# 1038	\$376,212.14	#1039	\$377,876.24
# 1040	\$ 13,186.35	#20	\$710.18
# 1814	\$164,895.67	#	\$
 - C. Minutes of January 16, 2018
 - D. Set Public Hearing for Liquor License & Special Entertainment Permit for Feb 20 for Flux Restaurant
 - E. Maine Downtown Center Network - Annual Letter of Agreement 2018
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
 - 2018-16 ORDER – Assign Name for E911 – Between 93 and 109 Ridge Road
 - 2018-17 ORDER – MDOT Construction Overlimit Permit/ Two Party Agreement/Three Party Agreement
 - 2018-18 ORDER – Schedule Sewer Ordinance workshop for February 13 at 6:00 PM
 - 2018-19 ORDER – Natural Gas Upgrades Library and Fire Station
 - 2018-20 ORDER – Dingley TIF – Credit Enhancement Agreement Extension & Set Public Hearing Date
 - 2018-21 ORDINANCE – Repeal Chapter 50 Article II Division 1 Section 50-54 Winter Parking– *First Reading*
 - 2018-22 ORDINANCE – Amend Chapter 10 Article IV Itinerant Vendor Ordinance – *First Reading*
 - 2018-23 ORDINANCE – Amend Chapter 50 Buildings and Building Regulations – *First Reading*
 - 2018-24 ORDINANCE – Amend Chapter 30 Article III Park Regulations Section 88-5 Special Regulations – *First Reading*
 - 2018-25 ORDINANCE – Amend Chapter 46 Article VI Street Lighting Section 46-147 – *First Reading*
 - 2018-26 ORDER – Lisbon Emergency-Level of Service/Funding
8. OTHER BUSINESS
 - A. Council Committee Reports:
 1. School (Councilor Albert)
 2. Planning Board (Councilor Ward)
 3. Water Department (Councilor Brunelle)
 4. LDC (Councilor Larochelle)
 5. Conservation Commission (Councilor Ward)
 6. Recreation (Councilor Kolbe)
 7. County Budget (Councilor Ward)
 8. Library (Councilor Lunt)
 - B. Town Manager's Report
 - C. Conservation Commission Report
9. APPOINTMENTS
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
 - 2018-27 ORDER – 1 MRSA §405 (6) E Consultations with Legal Counsel
 - 2018-29 ORDER – 1 MRSA §405 (6) A Personnel Matters
13. ADJOURNMENT
 - 2018-30 ORDER – To Adjourn

SUMMARY OF LISBON COUNCIL MEETING RULES

This summary is provided for guidance only. The complete council working rules may be found on the town website www.lisbonme.org on the Town Officials, Town Council page.

The meeting agenda is available from the town website under Council Agendas and Minutes.

1. Please note the order that agenda items may be acted upon by the Council, however, if necessary, the Council may elect to change the order of the agenda.
2. The Council Chairman presides over the meeting. When the Chairman is not present, the Vice Chairman serves that function. The chair shall preserve decorum and decide all questions of order and procedure subject to appeal to the town council.
3. Public comment is not typically allowed during Council workshops. There may be occasions where public comment may be recruited, but normally, workshops are reserved for Council members to discuss and educate themselves on a variety of issues facing the Town. Prior to the conclusion of a workshop, if time permits, the chair may allow questions from the public.
4. During audience participation, anyone wishing to address council will wait to be recognized by the chair before beginning any remarks. Audience members will move to the lectern to address council, and shall provide name and address prior to addressing the council.
5. Note that "Consent Agenda" items (if there are any) are acted upon first, voted upon as a group, and will most often be voted on without discussion as these items often involve "housekeeping" issues (such as minor parking changes). On occasion "Consent Agenda" items are separated out as stand-alone action items by the Council to allow for more discussion.
6. Public comment on agenda items. General comments on agenda items should be made during audience participation. After introduction of an agenda item, appropriate motions, and time for explanation and council questions, the public may be allowed to comment on that agenda item at the discretion of the chair. During that period of time, the public comment shall address only the agenda item before council.
7. Action on agenda items. As each item on the agenda for any meeting is brought to the floor for discussion:
 - a. The town clerk reads the agenda item and the action being requested of council.
 - b. The sponsor of each item or, if there is no council sponsor, the town manager, or town staff, shall first be allowed to present their initial comments for consideration by the public and councilors.
 - c. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the town manager or staff regarding the agenda item which any councilor may have which would help to clarify the question presented by the agenda item. The chair may allow questions from the public during this time however; no debate or discussion of collateral issues shall be permitted.
 - d. When authorized by the chair, any additional public comment shall be no longer than two minutes per person and must be to request or furnish new or undisclosed information or viewpoints only.
 - e. Once an agenda item has been explained and clarified by any questioning, the discussion on the specific agenda item will remain with the council. Additional public comment, prior to final council vote; will only be allowed at the chairman's discretion.
8. New business is for the council to receive input on town matters not on the agenda for that meeting. It is not intended, nor shall it be construed as an opportunity for debate of previous agenda items or reinforcement of a point made by another speaker. Comments shall be to furnish new or undisclosed information or viewpoints and limited to a time period of two minutes or less and shall be directed through the chair.
9. If an "Executive Session" is conducted by the Council, State Statute prohibits public attendance for any discussion of the action to be addressed by the Council. Any action taken by the Council on any "Executive Session" matter must be acted upon in a public meeting, and may occur at the end of the "Executive Session" (which has no time element relative to the length of the discussion involved in the "session").



Town of Lisbon

Diane Barnes
Town Manager

Town Council
Allen Ward, Chairman
Christopher Brunelle, Vice Chair
Norm Albert
Kris Crawford
Kasie Kolbe
Fernand Larochelle, Jr.
Mark Lunt

MEMO

To: Town Council
From: Diane Barnes, Town Manager
Subject: Recommendations
Date: February 6, 2018

Agenda Item 2018-16 Assign Name for E911 – Between 93 and 109 Ridge Road

There is a new 20 acre lot located between 93 and 109 Ridge Road. Because this parcel has more than one buildable lot using the same access from the Ridge Road it is required to have a lane name assigned for addressing purposes.

The owner, Lou Sullivan, has submitted the name Tepeyac Lane for approval; however, this name does not meet E-911 standards.

Recommendation

To have Lou Sullivan make another recommendation for this Lane.

Agenda Item 2018-17 MDOT Construction Overlimit Permit & Three Party Partnership Agreement

Maine DOT requires a municipality agree to issue a permit, if necessary, for overweight equipment on Town streets pursuant to 29-A MRSA § 2382 for the pavement milling and hot mix overlay located on Route 196: Segment 1 begins at the intersection of Capital Avenue and extends south 1.00 mile to Main Street; Segment 2 begins 0.06 miles South of Bisbee Street and extends South 0.24 of a mile to 0.02 miles South of Frost Hill Avenue. Project #NHP-2086 (800). This is mandatory, but we do not expect Town streets to be used. If they do need to use them, we can require a bond from the contractor with the permit to insure any damage gets repaired.

In addition we are requesting permission to sign the attached three party agreement which describe the responsibilities of the Maine DOT, ATRC, and the Town of Lisbon. Maine DOT will invoice the Town for the Preliminary Engineering and ROW once the Preliminary Design Report is complete. This project cost is estimated as follows:

A. Financial Provisions:

1. The total estimated cost of the Project through all phases is \$723,000.00 (the "Project Estimate"), and the Parties agree to share in and allocate the associated costs of each phase as outlined in this section:

Work Phase	Estimated Federal MPO Share	Estimated State MPO Share	Estimated Municipal Share	Estimated Total Cost
Preliminary Engineering	\$ 25,600.00	\$ 3,200.00	\$ 3,200.00	\$ 32,000.00
Right of Way	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00
Construction	\$ 517,600.00	\$ 64,700.00	\$ 64,700.00	\$ 647,000.00
Construction Engineering	\$ 27,200.00	\$ 3,400.00	\$ 3,400.00	\$ 34,000.00
Total Project Share	\$ 578,400.00	\$ 72,300.00	\$ 72,300.00	\$ 723,000.00

2. Estimated allocations are further identified as follows: a. **Federal share** (provided through ATRC Federal Allocation) - 80% of federally participating costs.
- b. **State share** (provided through ATRC State Allocation) - 10% of federally participating costs.
- c. **Municipal share** (provided through the Municipality's obligation of funds) - 10% federally participating costs, plus 100% of all additional work requested by the Municipality.

And, MDOT requires the municipality approve and sign the Municipal/State Agreement for these proposed projects to Route 196. This agreement outlines the local and state responsibilities along with the costs estimates and dates when invoices and payments are expected.

Recommendation

Agree that a construction overlimit permit will be issued to the contractor for the MDOT projects listed above allowing the contractor to haul non-divisible overlimit loads on municipal ways and authorize the Town Manager to establish permit conditions to protect the Town's interest and to approve and authorize the Town Manager to sign the Two Party Municipal/State Agreement and Third Party Participation Agreement detailing of Maine DOT, ATRC, and municipal responsibilities, as outlined in each document.

Agenda Item 2018-19 Natural Gas Upgrades Library and Fire Station

Mr. Leighton is requesting the Council give him permission to advertise a RFP to replace the Lisbon Falls Fire Station boiler, upgrade the burner on the Library boiler and hire a contractor to provide excavation support for the extension of the natural gas line from Route 196 along Union Street and Main Street.

Below is the range of estimates received in September 2017.

- Library Burner Conversion - \$8700 to \$11,500
- Lisbon Falls Boiler Replacement - \$24,000 to \$30,000
- Excavation Work - \$21,000 to \$31,000
- Total Project Cost Estimate - \$54,000 to \$73,000

Currently we have designated the following amounts:

- Natural Gas Boiler Conversion/Replacement - \$23,704
- ET Smith Hose Company Floor - \$25,000 - Actual Cost \$10,965 - Remaining Balance \$14,035
- Total available designated funds - \$37,739

If we are able to receive similar low bids as we did the first time the funding shortfall expected will be approximately \$16,261. \$20,000 was put into the Town Buildings budget to replace heat exchangers at the Town Office in the event of a failure. Fortunately, we have not had to do any of that work this year and those funds are available to offset the anticipated funding shortfall.

Recommendation

Authorization to send out the RFP to replace the Lisbon Falls Fire Station boiler, upgrade the burner on the Library boiler and hire a contractor to provide excavation support for the extension of the natural gas line from Route 196 along Union Street and Main Street.

Agenda Item 2018-20 Dingley TIF – Credit Enhancement Agreement Extension & Set public hearing date

Dingley Press is requesting the Town of Lisbon grant a five year extension to the current TIF and Credit Enhancement Agreement (CEA) which expires in March 2018. The original and amended TIF was approved for 25 years. The maximum of a TIF is 30 years; therefore Lisbon may extend the Dingley TIF for five more years.

Dingley is Lisbon's largest employer and is making a \$20,725,000 investment to install a new printing press, co-mailer and other manufacturing process improvements in order to keep up with competition and secure the current workforce of 347 full-time employees. Most of the capital investment purchases are BETA assets, which will be a direct return back to the town from the State of Maine in an estimated amount of \$230,000 according to the Tax Assessor. For FY2018 the town is scheduled to receive a TIF reimbursement from Dingley in the amount of \$163,195.

After the Town Assessor and Economic Development Director met with Dingley on January 30, 2018, timing became important as we move forward because the current TIF and CEA expires this March. In order to have no gaps in the TIF the State has asked for a quick turnaround in order to meet the March deadline.

The Lisbon Economic & Community Development Department at the request of Dingley Press is recommending Council set a public hearing on Tuesday, March 6, 2018 for the Amended and Restated Dingley Press Municipal Tax Increment Financing (TIF) District and Development Program for another five years.

Recommendation

Set a public hearing on March 6 to discuss the Amended and Restated Dingley Press Municipal TIF Credit District and Development Program for another five years.



TOWN OF LISBON
300 Lisbon Street, Lisbon, ME 04250

Twila D. Lycette, Town Clerk

PUBLIC MEETING NOTICE

TOWN OF LISBON

Notice is hereby given that the Lisbon Town Council intends to open a public meeting segment at their regularly scheduled Council Meeting on February 6, 2018 at 7:00 PM to hear comments concerning level of service for Lisbon Emergency and funding. This meeting will be held in the Town Office Public Meeting Room.

The public is invited to attend.

Twila Lycette, Town Clerk
Town Council Secretary

Posted



**TOWN COUNCIL
MEETING MINUTES
JANUARY 16, 2018**

Normand Albert, At Large 2018
Kasie Kolbe, District 1 2018
Allen Ward, District 2 2018
Christopher Brunelle, At Large 2019
Mark Lunt, District 1 2019
Kris Crawford, District 2, 2019
Fern Larochele, At Large 2020

CALL TO ORDER. The Chairman, Allen Ward, called the meeting to order and led the pledge of allegiance to the flag at 7:01 PM.

ROLL CALL. Members present were Councilors Ward, Albert, Kolbe, Brunelle, Lunt, Crawford, and Larochele. Also present were Diane Barnes, Town Manager; Marc Hagan, Police Chief; Ryan Leighton, Public Works Director; Tracey Steuber, Economic & Community Development Director; Miriam Morgan-Alexander, Assessment Review Board/Appeals Board; Karen Paradise, Planning Board Vice Chairman; and approximately 6 citizens in the audience.

GOOD NEWS & RECOGNITION

Councilor Albert recognized the Lisbon high school cheerleaders for winning the MVC championships. Congratulations to the cheerleaders for all of their hard work!

Councilor Ward mentioned Winterfest was this weekend at Beaver Park 10:00 a.m. to 2:00 p.m. and to contact Mark Stevens at the Recreation Department for more information.

PUBLIC HEARING - NONE

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS - NONE

CONSENT AGENDA

VOTE (2018-07) Councilor Albert, seconded by Councilor Kolbe moved to approve the Municipal Accounts Payable & Payroll Warrants #77 for \$94,557.85, #78, for \$166,940.00, #79 was voided, #80 for \$151,443.35, #81 for \$185,486.42, and #82 for \$ 17,376.35, School Accounts Payable & Payroll Warrants, #14, for \$2,222.95, #1036 for \$320,114.27, #1037 for \$12,936.15, #1813 for \$74,401.49, along with the Minutes of January 2, 2018. **Order passed - Vote 7-0.**

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

SEWER DEPARTMENT ¼ TON PICKUP TRUCK BIDS

INTRODUCTION: Mr. Leighton reports we sent out RFP to the following vendors:

Bill Dodge Auto Group
Bodwell Motors
Casco Bay Ford
Charlie's Chevrolet
Darling's
Emerson's

Goodwin's Chevrolet
Lee Auto
O'Connor Motors
Quirk Auto
Rowe Auburn

The town received the following bids:

Bill Dodge Auto Group	-	\$30,762
O'Connor Motors	-	\$28,976
Rowe Auburn	-	\$27,896

Mr. Leighton recommends awarding the bid to Rowe Auburn and requests permission to use the available funds carried forward from the previous year as well as the funds intended to be transferred from the Parks and Recreation Department to the Sewer Department for the truck we want to replace. Below are the account numbers we would like to use in order.

E-04-405-5368	Vehicle Replacement	\$ 4,000.00
E-20-100-5410	Sewer-Equipment	\$11,631.00
E-20-100-5554	WWTP Sewers	\$18,615.73

COUNCILOR COMMENTS: Councilor Larochelle wanted to know what trucks were in use and how long the new truck was expected to last. Mr. Leighton stated that the Sewer Department had two trucks, one with a utility bed and the other with a dump bed. Mr. Leighton indicated the new truck would last at least ten years in service.

Councilor Lunt asked what was planned for the dump truck. Mr. Leighton said the Parks and Recreation Department would be buying the truck from the Sewer Department, but he was unaware of the plan for the truck used by Parks and Recreation now. Councilor Lunt requested an update on this truck as it could affect the budget.

VOTE (2018-08) Councilor Brunelle, seconded by Councilor Larochelle moved to award the bid to Rowe Auburn for a new 2018 Ford F-250 truck not to exceed \$27,896 and to use available funds as presented

E-04-405-5368	Vehicle Replacement	\$ 4,000.00
E-20-100-5410	Sewer-Equipment	\$11,631.00
E-20-100-5554	WWTP Sewers	\$18,615.73

Order passed - Vote 7-0.

**CDBG DOWNTOWN GRANT
LISBON VILLAGE STREETSCAPE PROJECT
LETTER OF INTENT/MATCHING FUNDS**

INTRODUCTION: Tracey Steuber recommended the Council authorize the Town Manager to sign the Letter of Intent to apply for the CDBG Downtown Grant for the Lisbon Village Streetscape Project. The Slum & Blight Declaration was approved at the January 2 meeting. The Letter of Intent along with the matching funds must be submitted with the application for the Community Development Block Grant application.

COUNCILOR COMMENTS: Councilor Larochelle asked for the current TIF balance. Mrs. Barnes stated that there was approximately \$82,000 in the Dingley TIF Reserve account and approximately \$29,000 in the Downtown TIF Reserve account as of June 2017. However, this amount did not include funds available in the upcoming budget or the Downtown TIF account. Councilor Larochelle said he would like to see the matching funds go towards smaller projects and improvements if the town does not get the grant.

VOTE (2018-09) Councilor Albert, seconded by Councilor Lunt moved to appropriate \$75,000 in matching funds, and authorize the Town Manager to sign the Letter of Intent to apply for a CDBG Downtown Grant for the Lisbon Village Streetscape Project. **Order passed - Vote 7-0.**

CMCHC / HEALTHY ANDROSCOGGIN – MINI GRANT OPPORTUNITY

INTRODUCTION: Chief Hagan said the Lisbon Police Department has been given the opportunity to enter into an agreement with the Central Maine Community Health Corporation (CMCHC), who is actually the fiscal agent and sponsor for Healthy Androscoggin. Healthy Androscoggin is a local organization that promotes and encourages positive choices including but not limited to the prevention of youth tobacco and other substance use.

Healthy Androscoggin, through the CMCHC, has offered the Lisbon Police Department a six hundred dollar (\$600) grant to:

1. Increase enforcement of underage drinking and,
2. Decrease access to alcohol among minors in Androscoggin County.

The police department would use the \$600 award to pay officers' overtime details. These details would be a combination of high visibility patrols during the spring, the prom, and the weekend of graduation, as well as plain clothes details in unmarked vehicles enforcing underage drinking violations. All costs incurred would be submitted by invoice to the Central Maine Community Health Corporation for reimbursement. There are no matching fund requirements required.

Chief Hagan requested permission to accept the Healthy Androscoggin grant and use the monies in our enforcement program as stated above.

VOTE (2018-10) Councilor Brunelle, seconded by Councilor Lunt moved to authorize the Town Manager to apply, accept, and expend the \$600 CMCHC/Healthy Androscoggin Grant as presented. **Order passed - Vote 7-0.**

TAX ACQUIRED PROPERTY REDEMPTION

INTRODUCTION: Mrs. Barnes reported the Town of Lisbon foreclosed on the following properties for non-payment of Real Estate Taxes. The next step in the process is to have Council authorize a 30-day redemption period in which taxpayers are notified by mail that they have 30 days to redeem their property by paying all outstanding taxes and fees owed before the Town takes steps to dispose of the tax acquired property. The Town foreclosed on these properties on December 18, 2017.

<u>Name</u>	<u>Address</u>	<u>Total Owed as of 2/16/2018</u>
Blair Clark	10 Sabattus Creek Drive	\$1,372.93
Trent Dall	13 Stanley Drive	\$ 955.73
Shelly Morse	146 Summer Street	\$2,252.05
Irene Reil	18 Bibber Street	\$5,133.91

VOTE (2018-11) Councilor Crawford, seconded by Councilor Albert moved to authorize the Town Treasurer to send out a 30-day notice of redemption to the tax acquired property owners of record allowing them to pay all real estate taxes and fees owed on the property in full by the end of the 30-day period of redemption, and to accept the funds until Council takes action to dispose of the property and issue a quit claim deed when payment in full is received. **Order passed - Vote 7-0.**

MORATORIUM ORDINANCE ON MEDICAL MARIJUANA STOREFRONTS *Emergency Ordinance*

INTRODUCTION: Mrs. Barnes reported that because Section 2.08(b) of the town's charter provides that emergency ordinances expire after 90 days unless adopted in accordance with the regular ordinance process so the Council could schedule it for a first reading and second reading/public hearing, as you would a regular ordinance if the Council determines the existence of an emergency exists. This would make the emergency ordinance effective on the date it is enacted, rather than 21 days later. She explained that by its terms it would then apply to any application filed after January 12, the date the agenda will be posted, thus putting potential applicants on notice.

COUNCILOR COMMENTS: Councilor Larochelle indicated there was no difference between buying a prescription drug and buying prescription Marijuana in terms of retail sales, and the 90 day moratorium would give the Planning Board time to create a land use category and requirement standards. Mrs. Paradis said the board could start the process, but they would need to wait until the amendment to the state laws, regarding the sale of medical Marijuana, take effect on February 1st, 2018.

Mrs. Barnes explained the emergency ordinance would be enacted immediately and expires on the 91st day, while the regular moratorium ordinance would take effect in 21 days.

Council Ward reiterated the intent of the Emergency Ordinance was not to exclude anyone from applying, but to give the planning Board time to create the guidelines for future applications.

VOTE (2018-12) Councilor Larochelle, seconded by Councilor Brunelle moved to adopt the following Emergency Moratorium Ordinance on Medical Marijuana Storefronts amended to expire in 90 days:

**EMERGENCY MORATORIUM ORDINANCE ON
MEDICAL MARIJUANA STOREFRONTS**

WHEREAS, the Town enacted a Moratorium on Retail Marijuana Establishments and Retail Marijuana Stores and Retail Marijuana Social Clubs on April 4, 2017, and extended by votes of the Town Council on September 19, 2017 and November 17, 2017;

WHEREAS, medical marijuana storefronts are a newly proposed type of use which is not specifically regulated under the Maine Medical Use of Marijuana Act, and which causes the same questions and concerns set forth in the Moratorium on Retail Marijuana Establishments and Retail Marijuana Stores and Retail Marijuana Social Clubs (such questions and concerns being included herein by reference);

WHEREAS, the Town needs time to review pending regulations adopted by the State and to review its own Code of Ordinances to determine the implications of future proposed medical marijuana storefronts to develop reasonable ordinances governing the location and operations of such establishments;

WHEREAS, the Town Council, with the advice and assistance of the administration and police department, shall study the Town's current Code of Ordinances to determine the land use and other regulatory implications of medical marijuana storefronts and consider what locations, if any, and approval and performance standards, if any, might be appropriate for such uses; and

WHEREAS, it is anticipated that such a study, review, and development of recommended Ordinance, changes will take at least one hundred and eighty (180) days from the date the Town enacts this Moratorium Ordinance on Medical Marijuana Storefronts;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Lisbon, that the following Moratorium Ordinance on Medical Marijuana Storefronts (the "Moratorium Ordinance") be, and hereby is, enacted, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any medical marijuana storefronts within the Town. For the purposes of this Moratorium Ordinance, a medical marijuana storefront is defined as an establishment which resembles a retail storefront in terms of signage, hours of operation and accessibility to patrons, and which is operated by one or more registered Primary Caregivers as defined by 22 M.R.S.A. § 2422(8-A) for the sale of marijuana and marijuana products to Qualifying Patients as defined by 22 M.R.S.A. § 2422(9).

This Moratorium Ordinance shall take effect once enacted by the Town Council, in accordance with the provisions of the Town Charter and, notwithstanding 1 M.R.S.A. § 302, shall be applicable to Medical Marijuana Storefronts for which applications are not pending or approved as of January 12, 2018. The moratorium shall run concurrently with the Moratorium on Retail Marijuana Establishments and Retail Marijuana Stores and Retail Marijuana Social Clubs and shall expire on the date said Moratorium expires, unless extended, repealed, or modified by the Town Council, for the express purpose of drafting an amendment or amendments to the Town's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of medical marijuana storefronts with existing and permitted uses in residential, commercial and industrial zoning districts, the potential adverse health and safety effects of medical marijuana storefronts on the community if not properly regulated, and the adequacy of the Town's infrastructure to accommodate the presence of medical marijuana storefronts in the Town.

BE IT FURTHER ORDAINED, that this Moratorium Ordinance shall apply to medical marijuana storefronts that may be proposed to be located within the Town after the enactment of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a medical marijuana storefront within the Town on or after the enactment date of this Moratorium Ordinance without complying with

whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit or any other type of land use approval or permit and/or any other permits or licenses related to a medical marijuana storefront unless the application under review was filed with the Town prior to the enactment date of this Ordinance; and

BE IT FURTHER ORDAINED, that those provisions of the Town's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if medical marijuana storefronts are established in violation of this Moratorium Ordinance, each day of any continuing violation shall constitute a separate violation of this Moratorium Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Moratorium Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Emergency Declaration

The Town Council declares the existence of an emergency because the Code of Ordinances is insufficient to prevent serious public harm that could be caused by the unregulated development of medical marijuana storefronts, thereby necessitating a moratorium to provide an opportunity for the Town to review the potential impacts and harm that may be caused by such storefronts, and to amend its Code of Ordinances to mitigate the potential impact and harm on the Town and its residents. In accordance with Section 2.08 of the Town Charter, this Moratorium shall be enacted as both an emergency and a regular ordinance. It shall be effective immediately upon enactment and shall remain in effect for one hundred eighty (180) days from the date of enactment unless it is terminated or extended in accordance with this Ordinance.

**Roll Call Vote: Yeas – Albert, Lunt, Crawford, Larochelle, Ward, Kolbe, and Brunelle. Nays - None.
Order passed - Vote 7-0.**

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School Committee: Councilor Albert said the School Committee did not meet due to holiday.
2. Planning: Councilor Ward said the board accepted the site plan application for Mother Earth Medicine with a condition they submit a scaled site plan. They planned a site visit to Mother Earth Medicine for January 25 at 6:00 PM. He presented updates on the Comprehensive Plan and Online Survey with completion expected by the end of summer. Councilor Ward mentioned the Code Enforcement Annual Report indicated they issued 132 building permits in 2017, which is a 40% increase from 2016.
3. Water Commission: Councilor Brunelle mentioned that State Representative Rick Mason was present at the January 9th meeting to help clarify the language used in the Water Commission's Charter regarding the date when newly elected members can vote. The Water Commission also discussed an upcoming rate change and planned a public hearing on February 15 at 6:00 PM. The Water Department will be putting in new lines for a new bridge MDOT will be building in the spring/early summer with an estimated cost of \$165,000.
4. Lisbon Development Committee: Councilor Larochelle said there was nothing to report for LDC.
5. Conservation Commission: Councilor Ward said the Conservation Commission meeting had been postponed one week.

6. Recreation Committee: Councilor Kolbe said the Recreation Committee met on January 5th to discuss the upcoming budget and the details of Winterfest. The next scheduled meeting is February 5th.
7. County Budget Committee: Councilor Ward said there was nothing to report for the County Budget.
8. Library Committee: Councilor Lunt said the Library had a break in the heating system in the back room. Mr. Leighton said a combination of factors caused the break including the extreme cold temperatures in recent days. Several issues are being looked into as the cause of the break, such as no thermostat in that back room, having the radiators on the outside wall, and heat pumps affecting the performance of the thermostat.

Mr. Leighton said that the heater in the garage at Town Hall had also stopped working and Patriot Mechanical, who services our system, were quick to get the heater working again. However, this affected the heater in the utility room where the water service and the sprinkler main enter the building. Subsequently, the Utility room sprinkler system was also affected and the sprinkler system froze as well. Councilor Larochelle expressed concern for the documents in the vault and discussed the possibility of installing a dry system.

B. TOWN MANAGER'S REPORT

Mrs. Barnes said she met with all department heads regarding the budget and everyone is starting to work on the CIP. She plans to present both reports to the council at the same time.

Mrs. Barnes stated there was a follow up meeting regarding the comprehensive look at proposed changes to the sewer ordinance. Mrs. Barnes said a workshop would be scheduled in February to discuss the changes before presenting the ordinance to the Council.

C. DEPARTMENT HEAD WRITTEN REPORT - NO COMMENTS

D. MDOT PROJECT UPDATES

Mr. Leighton said there have been issues with the intersection of Route 196 and Route 9 due to a broken traffic piece in the ground involving the loop system that controls the light. A&D Electric noted the pedestrian poles needed to be replaced as well. Mr. Leighton stated a new camera system would improve the intersections due to the camera system's ability to monitor the traffic in real time. Thus, changes can be made to traffic signals as traffic patterns change. Also, the intersection has been monitored by ATRC since September and the traffic pattern revealed a need for a left turning arrow at Route 9, as well as priority over the LHS exit. The extra turn arrows and the transition from in ground loop systems to camera systems has been included in that estimate compiled for an MDOT project this summer. The estimate is \$52,000 and the town would pay approximately 10%. Chief Hagan stated the problems at the intersection of Route 196/Route 9 are both a safety and nuisance issue. Mr. Leighton said that until the intersection was improved, the crosswalk would be painted black to eliminate any dangerous situations with pedestrians.

Mr. Leighton stated the Route 125 and intersection projects have a funding shortfall from original estimates, and the town would now need to pay 10% of a \$9,000,000 million dollar project or approximately \$900,000. Mr. Leighton said he was more worried about the project being completed in phases that could cause conflicts with other town projects.

Mr. Leighton stated federal law now states the Rectangular Rapidly Flashing Beacons for crosswalks are no longer acceptable installations. The currently installed beacons are allowed, but the town would need to consider an alternative replacement for future crosswalk signs.

APPOINTMENTS - NONE

COUNCILOR COMMUNICATIONS

Councilor Ward stated he wanted to discuss goals from the last meeting and items that needed to be before the budget workshop.

Councilor Ward asked about the progress of the subcommittee regarding Lisbon Emergency. Councilor Albert stated the subcommittee had scaled down their by-laws from 26 pages to 14 pages. Councilor Albert also said he felt the discussions held in subcommittee were productive and felt they were ready to present their goals to the Council regarding level of service to the community and how that would impact the town's budget. Councilor Albert said the town needs to continue to support Lisbon Emergency and its current level of service. Councilor Albert stated the costs for this service has risen due to the fact that hospitals no longer replace supplies used in the field, an increase in manpower needs, vehicle maintenance, increased training costs, and an increase in calls from Lewiston. Councilor Ward stated he has asked both the Fire and Police Departments to assess what the true cost to the community will be when they have mutual aid calls.

The Council set a public meeting on February 6 at 7:00 PM to discuss Lisbon Emergency - Level of Service and Funding.

Councilor Ward said he would like to receive all the department/committee goals and priorities for the upcoming year by the March 6th Council meeting. Councilor Larochelle said he would like to see the committee chairs present their goals and ideas to the Council so that the Council could get to know who is on the committees and let the committees know the Council is working with them to get things done.

Councilor Ward stated he would like to see the Town Manager's recommendations for budget cuts. Councilor Ward said he wanted all departments to send their recommendations, but he wanted the Town Manager to have the first task. He stated he wanted to have input from the Water Department and the School Department for the Capital Plan as they have a great impact on the community.

Councilor Ward stated he liked the new sign up option for E-Alerts on the town Website. Councilor Ward said he thought this was a great communications venue for the community and encouraged the department heads to use the system.

Councilor Crawford asked if there was a text option available for the E-Alerts. Councilor Ward stated that an extra fee would be charges for texts, but would be considered at the upcoming budget workshop. Tracey Steuber, Economic and Community Development Director, said that after the original 5,000 texts, the town would be charged a fee for each text thereafter. Ms. Steuber stated she had added extra E-Alerts for each department. Councilor Ward stated people who have signed up with the E-Alert system may need to go back and pick some of these added items to make sure they receive the updates. Ms. Steuber stated a general Contact Us link was available for help with a link or if there was a concern with the website.

Councilor Ward stated there should be a discussion regarding planning and implementing the Moxie Festival in the future on the budget. Councilor Albert said maybe hiring a planner would be a possible topic of discussion since the same people seem to be doing the majority of the work. Ms. Steuber said she had reached out to the local colleges to see if any of the marketing students would be interested in the project. Mrs. Barnes said she felt it would be a good experience builder for them and a little more economical for the town. Councilor Larochelle stated he would like to see the workshop include a discussion about the support the festival gets from the local businesses and their views regarding the festivals impact on their individual businesses. Ms. Steuber said it was difficult to expand with the current location of the festival and found that many visitors did not have a clear understanding of where all of the events take place during the festival. Ms. Steuber said this year an Art Walk would be included to try and help guide festival goers to these events.

The Council set a workshop to discuss the Moxie Festival on February 27 at 6:00 PM.

Councilor Crawford stated he would like to discuss changing the seasonal parking ban to a parking ban during storms only. Councilor Larochelle said he felt it was a discussion for Public Works or the Police Department to modify. Councilor Crawford stated that if the law is not being enforced it should not be in the ordinance. Mrs. Barnes stated she had been in discussions with Mr. Leighton about striking the language altogether and doing just parking bans during snow removals from storms. Mrs. Barnes said as long as the town had a mechanism for notifying everyone and people knew that if they were parked on the street during snow removal they would be

towed at their expense. Councilor Larochelle asked for a recommendation regarding the parking ban issue from the Town Manager for the next Council meeting.

Councilor Larochelle stated there have been questions regarding lighting in Kelly Park. Councilor Ward said the Council votes on the streets, but not anything associated with the lights. Mrs. Barnes said there would need to be a modification to the Street Lighting Ordinance for the Council to be able to vote on the issue. Councilor Larochelle said he wanted to see more conservative policies towards future developments. Councilor Larochelle said we need a standard policy for adopting a road.

AUDIENCE PARTICIPATION FOR NEW ITEMS - NONE

EXECUTIVE SESSION

VOTE (2018-13) Councilor Brunelle, seconded by Councilor Crawford moved to go into Executive Session per MRSA Section 405 (6) (A) Personnel Matters at 8:52 PM. **Order passed – Vote 7-0.**

VOTE (2018-14) Councilor Kolbe, seconded by Councilor Crawford moved to authorize the Town Manager to enter into a sidebar agreement between the administration and Maine Association of Police. **Order passed - Vote 7 - 0**

ADJOURNMENT

Order (2018 - 15) Councilor Kolbe, seconded by Councilor Albert moved to adjourn at 9:45 PM. **Order passed - Vote 7 - 0.**

Michelle Rene Foss, Assistant Town Clerk
Date Approved 02-06-2018

BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS
 DIVISION OF LIQUOR LICENSING AND ENFORCEMENT
 8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008
 10 WATER STREET, HALLOWELL, ME 04347
 TEL: (207) 624-7220 FAX: (207) 287-3434
 EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV

DIVISION US

Agenda Item 2018-15 D

License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: Yes No

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT VINOUS SPIRITUOUS

INDICATE TYPE OF LICENSE:

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) | <input type="checkbox"/> CLASS A LOUNGE (Class X) |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV) | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V) |
| <input type="checkbox"/> CLUB w/o Catering (Class V) | <input type="checkbox"/> CLUB with CATERING (Class I) | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> QUALIFIED CATERING | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: <u>THE RESTAURANT LLC</u>			Business Name (D/B/A)		
APPLICANT(S) - (Sole Proprietor) <u>JASON LAVERDIERE</u>		DOB: <u>7-10-84</u>	Physical Location: <u>12 MAIN ST.</u>		
APPLICANT(S) - (Sole Proprietor) <u>TYLER LAVERDIERE</u>		DOB: <u>12-29-92</u>	City/Town <u>LISBON FALLS</u>	State <u>ME</u>	Zip Code <u>04252</u>
Address <u>14 OAK ST.</u>			Mailing Address <u>PO Box 207</u>		
City/Town <u>Lisbon Falls, ME</u>	State <u>ME</u>	Zip Code <u>04252</u>	City/Town <u>LISBON FALLS</u>	State <u>ME</u>	Zip Code <u>04252</u>
Telephone Number <u>207-899-5527</u>	Fax Number	Business Telephone Number <u>207-899-5527</u>		Fax Number	
Federal I.D. # <u>82-3000</u>			Seller Certificate #: or Sales Tax #: <u>Application Pending</u>		
Email Address: Please Print <u>jrenef0316@icloud.com</u>			Website:		

If business is NEW or under new ownership, indicate starting date: 4-1-18

Requested inspection date: MARCH 30, 2018 Business hours: 11am - 9pm Tues - Sat. 9-2 Sunday

1. If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____

2. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

3. Is applicant a corporation, limited liability company or limited partnership? YES NO
 If Yes, please complete the Corporate Information required for Business Entities who are licensees.

4. Do you own or have any interest in any another Maine Liquor License? Yes No
 If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

(Use an additional sheet(s) if necessary.)

License #	Name of Business	Physical Location	City / Town

Maine Downtown Center Network Community Letter of Agreement 2018



THIS AGREEMENT is entered into between the Maine Downtown Center (MDC) and **Town of Lisbon**, a “Maine Downtown Network” (MDN) Local Program.

WHEREAS, the MDC and the MDN Local Program desire to promote the revitalization of the **Lisbon** downtown commercial district; and

WHEREAS, the MDC desires to provide technical assistance and training to the MDN Local Program;

WHEREAS, MDN designation is a requisite in becoming a designated Main Street Maine community, should Main Street designation be a future goal of the Local Program.

NOW THEREFORE, the parties agree as follows:

SECTION I. The MDN-Network Local Program shall:

1. Understand, commit to and follow the Refreshed Main Street Four-Point Approach® to downtown revitalization (Organization, Design, Promotion and Economic Vitality) established by the National Main Street Center and promoted by the Maine Downtown Center.
2. Develop and/or maintain a volunteer board, including representatives of downtown business entities, the greater community and local government, to oversee the continuing development of the local downtown revitalization program for the terms of this agreement.
3. Maintain and report on quantitative measures of success twice annually (January and June), specifically volunteer activities and trainings (see #4), volunteer hours, net new jobs, net-new businesses and submit these to the MDC. Forms will be supplied by MDC to collect data.
4. Ongoing training is an essential component of the Downtown Network/MDC partnership. A minimum of ten engaged people (staff, committee and/or board members and volunteers) must participate annually in ongoing training offered by MDC. Travel expenses for such training shall be paid by the Local Program, unless otherwise provided by the MDC. Discounted registration shall be made available to MDN Local Program participants to attend Downtown Institute sessions and the annual Maine Downtown Conference.
5. Access technical services in historic preservation provided through MDC and its Advisory Council ambassadors and in partnership with Maine Preservation and other organizations.
6. Share lessons learned from your experience as a MDN Local Program and share documents and products with the MDC and other communities in instances where sharing will not compromise the work of the Local Program.
7. The Local Program will illustrate the acknowledgement of the receipt of the MDC’s services by crediting its participation in, and as a beneficiary of, the MDN program through the appropriate methods (i.e., logo inclusion on website, printed acknowledgement in public notices, press releases, project signs, publications, verbal recognition at public meeting, etc.)

8. Pay an annual participation fee of **\$1000** to MDC, due within 30 days of completion of this agreement.

SECTION II. The MDC (Maine Downtown Center) shall:

1. Organize and conduct one or more training visits and/or other forms of technical assistance by the Center's Program Director, consultants or members of the Center's Advisory Council Ambassadors to assist the Local Program as needed. A summary will follow this visit within four weeks, identifying progress and providing suggestions for moving forward.
2. Provide training opportunities for board members, committee members, staff and volunteers on the content and methodology of the Refreshed Main Street Four-Point Approach®. Trainings will take place through the annual Maine Downtown Conference and Downtown Institute sessions. There may be opportunities for additional trainings provided by MDC, the National Main Street Center and other organizations and agencies.
3. Provide resource and consultant information to MDN Local Program in topic areas specifically related to organization, design, promotion and economic vitality.
4. Assist in the selection of a Downtown Program Director, if appropriate, and provide orientation and training at the MDC office and elsewhere as appropriate.
5. Pay for the MDN Local Program's membership of \$350 to the National Main Street Center during the term of this agreement. This provides a member area on the NMSC website for resources, and provides networking opportunities with other communities.
6. In general, facilitate learning and collective impact among Maine Downtown Network and Main Street Maine communities and the general public.
7. Post success stories and testimonials from MDN Local Program on the MDC website and via social media and share links to the National Main Street Center and other state coordinating programs.
8. Provide opportunities for special program participation, benefits and grant opportunities.

SECTION III. The Parties hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of one year beginning following a fiscal/calendar year (circle one) from dates beginning (fill in here) _____ and ending (fill in here) _____. It may be revised by a written amendment signed by both parties.
2. Either party may terminate this agreement with or without cause upon thirty (30) days prior written notice to the other party. An exit interview will be held.

3. Notwithstanding any other provision of this agreement, if funds anticipated for the continued fulfillment of the agreement are at any time not forthcoming or insufficient, the MDC shall have the right to terminate this agreement without penalty upon thirty (30) days written notice.
4. The contract constitutes the entire understanding and agreement between the parties and incorporates and supersedes any previous agreements or negotiations, whether oral or written.
5. Nothing herein shall be construed to create an employer-employee relationship between the MDC and the MDN Local Program.
6. In the event of any conflict between this contract and the attachments hereto, the terms of the contract shall prevail.
7. This contract shall be governed by MDC. The MDN Local Program shall at all times comply with and observe all federal, state and local laws which are in effect during the period of this contract and which, in any manner, affect the work or its conduct.
8. MDC and the Local Program acknowledge and agree that in no event, shall MDC be deemed a "legal partner" or joint venture with the Local Program, or any beneficiary of the Local Program.

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____
Title

Date

BY: Anne G. Ball
Anne G. Ball
Program Director
Maine Downtown Center
Maine Development Foundation

January 24, 2018
Date

Updated Jan 2018

MEMO

TO: LISBON TOWN COUNCIL
FROM: KATHY MALLOY, ADDRESSING OFFICER
DATE: JANUARY 9, 2018

There is a new 20 acre lot located between 93 and 109 Ridge Road. Because this parcel has more than one buildable lot using the same access from the Ridge Road it is required to have a lane name assigned for addressing purposes. The owner, Lou Sullivan, has submitted the name Tepeyac Lane for approval. This name does meet E 911 standards.

109
Ridge
Road

NF
LAILA Y.
ROUKOUNAKIS
6843/318

FORMER RIGHT OF WAY

MEANDERING BARBED
WIRE FENCE AND
STONE WALL

KEVIN D.
BELANGER
9618/119

LOT 1
30,000 sq. ft.

Tepeyac lane

N 18°11'29" E
16.31'

LIMITED
RESIDENTIAL
GENERAL
RESIDENTIAL

NF
MARVIN & PATRICIA
EVANISKO
1158/157
3661/198
3613/171
3613/178

1" IRON
PIPE

3/8" IRON
PIPE

NF
MILDRED A.
RIDER
1437/1

NF
CRAFTS
PROPERTIES, LLC
5338/58

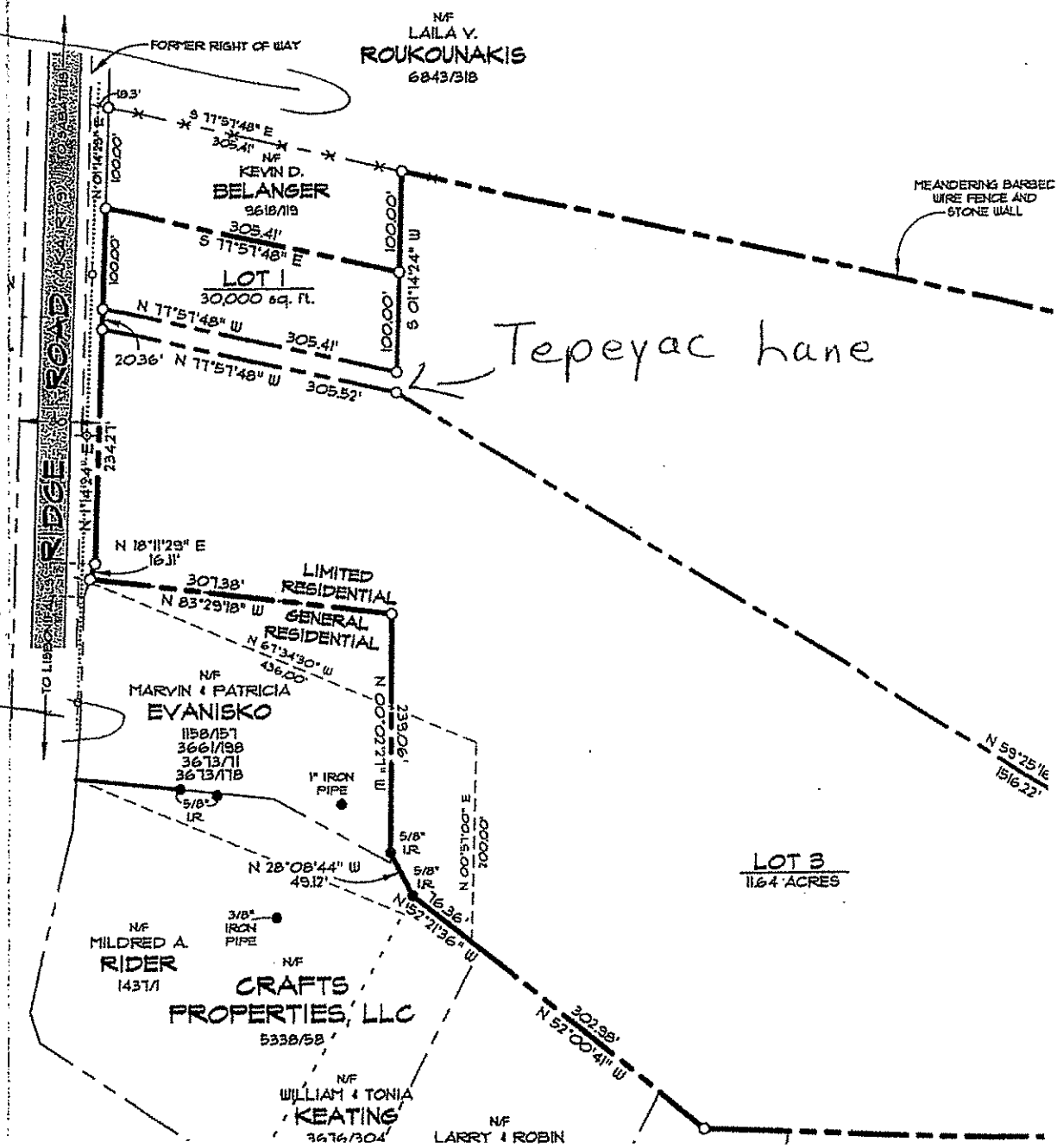
NF
WILLIAM & TONIA
KEATING
3676/304

NF
LARRY & ROBIN

LOT 3
11.64 ACRES

93
Ridge
Road

Map R 5





STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

1/9/18

David Bernhardt
COMMISSIONER

Diane Barnes, Town Manager
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

Subject: Pavement Milling and
Hot Mix Asphalt Overlay
Project No.: NHPP-2086(800)
Town of Lisbon

Dear Ms. Barnes:

The Maine Department of Transportation will soon advertise the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers". In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3353.

Sincerely,

George Macdougall
Contracts & Specifications Engineer
Bureau of Project Development



PRINTED ON RECYCLED PAPER

Return this AGREEMENT, when completed, to:

Maine Department of Transportation
ATTN.: Mr. George Macdougall, Contracts & Specifications Engineer
#16 State House Station, Child Street
Augusta, Maine 04333-0016

Project No. NHPP-2086(800)
Location: Town of Lisbon

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Lisbon** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to use overweight equipment and loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overweight loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

TOWN OF LISBON
By the Municipal Officials

Project No. NHPP-2086(800)

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Lisbon** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The sections of highway under construction in Androscoggin County, Project No. NHPP-2086(800) are located on Route 196: Segment 1 begins at Capital Avenue and extends south 1.00 mile to Main Street; Segment 2 begins 0.06 mi. south of Bisbee Street and extends south 0.24 of a mile to 0.02 mi. south of Frost Hill Avenue.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the **Town of Lisbon** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

GENERAL GUIDANCE

CONSTRUCTION OVERLIMIT PERMIT AND BONDING

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit "for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation". According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.

Frequently Asked Questions:

A. Why sign the document in advance of the actual construction contract?

Response: There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

B. Different roads may require different levels of scrutiny. How is a posted road handled?

Response: Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.

C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of an Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.

SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. **Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation
2. **Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.
3. **County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality
4. **Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. **Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. **Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.
7. **Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: _____

Phone: 207- _____; fax: 207- _____

APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF _____ for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit will automatically expire at the physical completion of the above construction project. The original permit will be held on file at the municipality.

Signed:

Municipal Official

BOND # _____

Date: _____

MUNICIPAL CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm)
 _____ and the Municipality of _____, as
 principal, and _____
 _____, a corporation duly organized under the laws of the State of _____ and having a
 usual place of business _____,
 as Surety, are held and firmly bound unto the Treasurer of the Municipality of
 _____ in the sum of
 _____ and 00/100 Dollars (\$ _____)
 to be paid said Treasurer of the Municipality of _____ or
 her/his successors in office, for which payment well and truly to be made, Principal and
 Surety bind themselves, their heirs, executors and administrators; successors and assigns,
 jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
 the Contract to construct Project Number _____ in the Municipality of
 _____ promptly and faithfully performs the Contract,
 without damage to the municipal ways, other than normal wear and tear; then this
 obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way
 beyond normal wear and tear, in the construction of the above project through the use of
 legal weight, legal dimension trucks or equipment; or overweight or over-dimension
 equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond
 may be used to guarantee that the contractor either repairs or pays for the damage caused
 by the use of its equipment or trucks. The degree of damage beyond normal wear and
 tear will be determined by municipal officials with the assistance of the Maine
 Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this day of, 20.....

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly

Print Name Legibly

NAME OF LOCAL AGENCY:

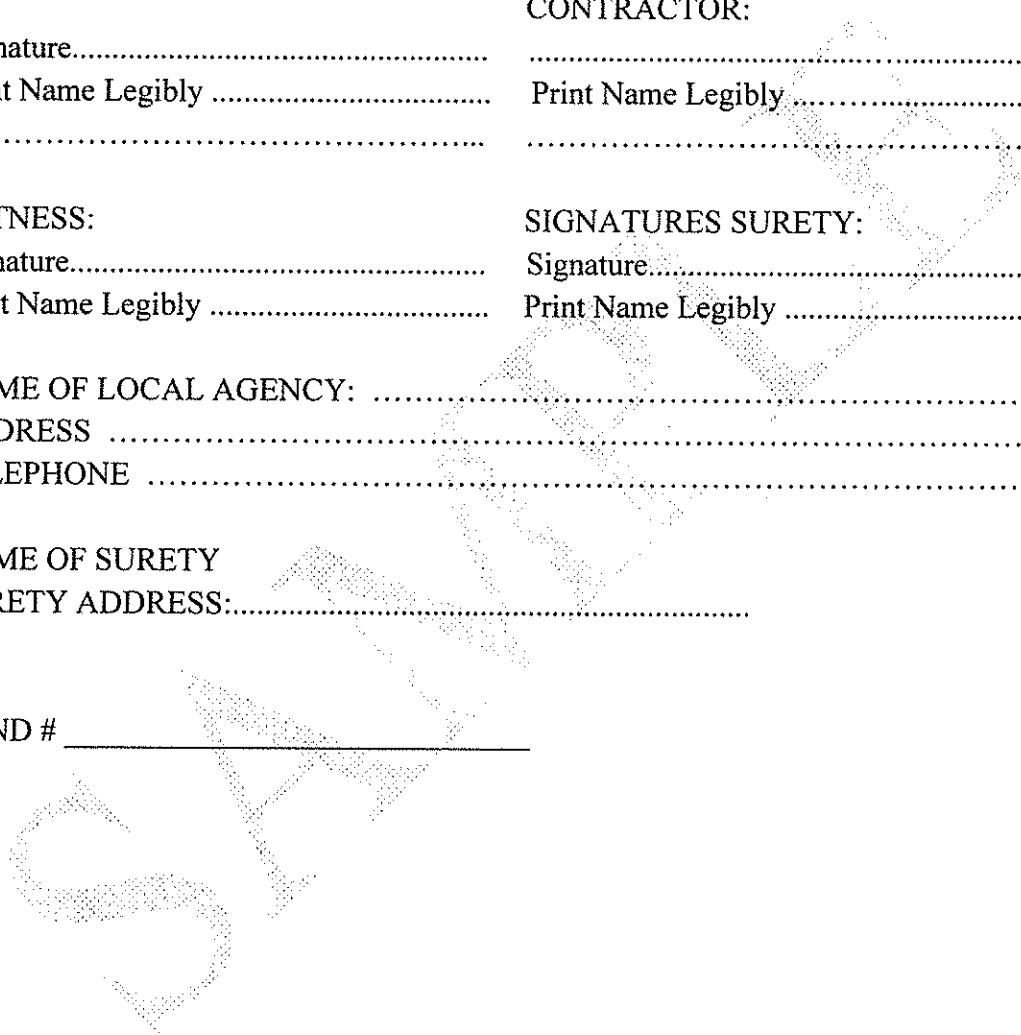
ADDRESS

TELEPHONE

NAME OF SURETY

SURETY ADDRESS:.....

BOND # _____





<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
PROPOSED IMPROVEMENTS TO ROUTE 196**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Lisbon</u>	Estimated Municipal Share: <u>\$72,300.00</u>
State WIN #: <u>20868.00</u>	Vendor Customer #: <u>17A11528</u>
Federal Aid Project #: <u>STP-2086(800)</u>	Agreement Begin Date: _____
	Agreement End Date: <u>(5 years from the date last signed below)</u>

This Agreement is entered into between the Maine Department of Transportation (hereafter the MaineDOT) and the Municipality of Lisbon, a municipal corporation located in the County of Androscoggin (hereafter the "Municipality") (collectively hereinafter the "Parties").

RECITALS

- A. The scope of work that is the subject of this Agreement consists of making improvements to Route 196, in Lisbon, Maine, (hereafter the "Project").
- B. The Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the programmed budget, using a process that maximizes communication and cooperation between the Parties.
- C. This Agreement is intended to cover the roles and responsibilities of the Parties during the design, permitting and right-of-way phases of Project development from Project inception through completion of the Project's Plans, Specifications and Estimate (PS&E). This Agreement is further intended to establish the financial obligations of each Party, including that of full Project development through construction.

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

- D. The following checked appendices are hereby incorporated into this Agreement by reference:
 - Appendix A – Project scope, cost sharing, and payment schedule
 - Appendix B – Perpetual Bicycle/Pedestrian Facility Maintenance
 - Appendix B – Perpetual Drainage Maintenance
 - Appendix B – Perpetual Landscape Maintenance
 - Appendix B – Perpetual Operation and Maintenance of Lighting/Flashing Beacon and/or signage with associated light(s)
 - Appendix B – Perpetual Traffic Signal Operation and Maintenance
 - Appendix B – Perpetual Bridge Lighting/Approach Lighting Maintenance & Snow Plowing
 - Appendix C – Additional work requested by Municipality

E. Agreement Administration:

1. MaineDOT agrees to procure and administer a contract to construct the Project in accordance with the plans and specifications developed by MaineDOT. This would include any additional plans, specifications and estimates furnished by the Municipality and approved by MaineDOT. Please refer to Appendix A of this Agreement for the outline of the scope, limits of work and cost sharing.
2. MaineDOT shall be the sole administrator of the contract to construct the Project. MaineDOT will pay all Project costs, subject to cost sharing by the Municipality, when applicable, as specified in this Agreement. Neither MaineDOT nor its contractors will be required to pay for inspections and permits from the Municipality.
3. Upon acceptance of plans, specifications and estimates (PS&E), MaineDOT shall solicit competitive bids for the Project. Upon acceptance of the lowest acceptable responsive, responsible bid to construct the Project and fulfillment of all terms set forth herein, MaineDOT will submit the information to the Municipality, who will have up to five (5) business days to review the information and notify MaineDOT of any questions or concerns. If MaineDOT is not presented with any questions or concerns in the time allotted all decisions pertaining to the acceptance of the bids, the award and administration of the contract and all payments thereunder shall be the sole discretion of MaineDOT.

F. Changes to Project Scope:

4. The Municipality, at its election, may request that changes be made or work added to the Project during the period of construction, provided the Municipality agrees in writing to pay any additional cost plus an amount not to exceed ten (10%) percent of such construction cost to cover all necessary engineering, inspection and administrative costs associated therewith, unless specified otherwise. All such requests shall be subject to MaineDOT approval. In the event that the cost of these changes or work are approved for federal participation, the Municipality's additional cost may be reduced by the amount of the federal contribution.

G. Traffic Control:

5. The Municipality agrees to allow MaineDOT's contractor to control all traffic through the work areas in accordance with the Traffic Control Plan approved by MaineDOT. The development of the Traffic Control Plan will follow the process outlined below:
 - i. MaineDOT's Project Manager (PM) will, when possible, submit the Project for Traffic Analysis and Movement Evaluation (TAME), approximately one year prior to advertisement. Once the results are received, the PM/Regional Traffic Engineer will discuss the proposed Project with the Municipality (scope, limits, day or night work, work window, etc).
 - ii. The Municipality will comment on their concerns/issues related to the Traffic Control Plan within two (2) weeks of receipt.
 - iii. MaineDOT's PM & Designer will incorporate these comments where practical based on engineering judgment.

- iv. If the Municipality desires, a meeting will be held prior to PS&E to review the Project design, Special Provision 105 – Limitations of Operations, Special Provision 107 - Time, etc.

H. Utilities

6. The Municipality will, at no cost to MaineDOT, assure proper adjustment, relocation, or repair of any portion of a utility service, whether above or below ground, that is located within the limits of the highway right-of-way and connected to any municipal utility, which might become necessary to permit construction of the Project. The Municipality agrees to hold MaineDOT harmless from any claims for damages occurring as a result thereof.
7. The Municipality agrees that during and after construction it will apply the requirements of the most recent version of MaineDOT's "Utility Accommodation Rules" as the minimum guidelines not withstanding any municipal rules that are more lenient.
8. To the extent that it is statutorily responsible therefore, the Municipality agrees to provide utilities, and to maintain all improvements and fixtures constructed, installed or furnished as a part of the Project in such a manner as necessary to preserve the use and function thereof for the expected period of their normal useful life as determined by accepted engineering and/or industry standards. To the extent any warranty exists for said improvements or fixtures, said warranty shall be first relied on by MaineDOT to address maintenance and/or repairs described in this paragraph.

I. Governing Law:

9. The Municipality agrees that except for an emergency, or as allowed in 23 M.R.S.A. § 3351-A, it will prohibit the excavation of the highway within the limits of the Project for a period of at least five (5) years after completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. Thereafter, all future excavations within the right-of-way of the Project shall be regulated and controlled in the manner specified by MaineDOT in its most recent "Utility Accommodation Rules", which is incorporated herein and made a part hereof by reference.
10. The Parties agree to: comply with and abide by all applicable State and Federal laws, statutes, rules, regulations, standards and guidelines, including the MUTCD and OSHA standards, and Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.

J. Municipality's Responsibility:

11. The Municipality agrees to alter, move, relocate or remove, or cause to be, at no cost to the Project, any municipal property, including all fixtures, facilities or monuments, located on, under or above the ground, as necessary to permit construction of the Project, which has not otherwise been provided for during the development of the Project. Any work necessary to do so during the period of construction shall be coordinated with the contractor for the Project.
12. The Municipality will be responsible to keep new or replaced/rehabilitated pedestrian facilities in usable condition including snow and ice control.

13. The Municipality agrees to keep the right-of-way of the Project inviolate from all encroachments and agrees to remove, or cause to be removed, anything that may encroach thereon.
14. When applicable, the Municipality agrees to regulate all entrances to the highway within the limits of the Project in accordance with the provisions of 23 M.R.S.A. § 704.
15. When applicable, the Municipality agrees to limit all on-street parking to the parking spaces as designed and constructed under the Project.

K. Termination:

16. MaineDOT reserves the right to terminate the Project for any reason prior to the award of a contract to construct the Project. MaineDOT also reserves the right to terminate all provisions pertaining to work requested by the Municipality at any time prior to the award of a contract to construct the Project due to failure by the Municipality to comply with any of the conditions and stipulations set forth in this Agreement.
17. MaineDOT may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Municipality and in no event shall any such action be deemed a breach of contract. Postponement, suspension, abandonment or termination may be taken for any reason by MaineDOT or specifically as the result of any failure by the Municipality to perform any of the services required under this Agreement to MaineDOT's satisfaction.

In the event of Project termination, all provisions of this Agreement shall become null and void except for those *provisions that by their very nature are intended to survive*.

L. Miscellaneous Provisions:

18. **Debarment.** The Municipality certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Municipality is unable to certify to this statement, it shall attach an explanation to this Agreement. The Municipality shall promptly notify MaineDOT if it or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
19. All provisions of this Agreement, *except those that by their very nature are intended to survive*, shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.
20. **Non-Appropriation.** Anything herein to the contrary notwithstanding, the Municipality acknowledges and agrees that although the execution of this agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
21. **Assignment.** No assignment of this agreement is contemplated, and in no event shall any assignment be made without the express written permission of MaineDOT.

22. **Notice.** Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to the other party as follows:

MaineDOT: Maine Department of Transportation
 16 State House Station
 Augusta, ME 04333-0016
 Attn.: Robert Betz
 Email: robert.k.betz@maine.gov

Municipality: Town of Lisbon
 300 Lisbon Street
 Lisbon, ME 04250
 Attn.: Diane Barnes
 Email: dbarnes@lisbonme.org

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT effective on the day and date last signed below.

MUNICIPALITY OF LISBON

MAINE DEPARTMENT OF TRANSPORTATION

By: _____
 Diane Barnes, Town Manager

By: _____
 William A. Pulver, Director
 Bureau of Project Development

(Date Signed)

(Date Signed)

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

APPENDIX A
PROJECT SCOPE AND COST SHARING
MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL/STATE AGREEMENT
Transportation Improvement Project

MUNICIPALITY OF LISBON

PROPOSED IMPROVEMENTS TO ROUTE 196

FEDERAL AID PROJECT NO. STP-2086(800)

STATE PROJECT IDENTIFICATION NUMBER (WIN) 20868.00

Project Scope: Mill and Fill on Route 196 in Lisbon

Funding Outline: The Total Project Estimated Cost is \$ 723,000.00 , and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		Project Share				Total Cost
			MPO	Portion	MaineDOT (State) Portion		
	%	\$	%	\$	%	\$	\$
Preliminary Engineering	10.0%	\$ 3,200.00	80.0%	\$ 25,600.00	10.0%	\$ 3,200.00	\$ 32,000.00
Right of Way	10.0%	\$ 1,000.00	80.0%	\$ 8,000.00	10.0%	\$ 1,000.00	\$ 10,000.00
Construction	10.0%	\$ 64,700.00	80.0%	\$ 517,600.00	10.0%	\$ 64,700.00	\$ 647,000.00
Construction Engineering	10.0%	\$ 3,400.00	80.0%	\$ 27,200.00	10.0%	\$ 3,400.00	\$ 34,000.00
PROJECT SHARES		\$ 72,300.00		\$ 578,400.00		\$ 72,300.00	\$ 723,000.00
Total Cost of Additional Work Requested by Municipality (Below)	100.0%	\$ -					
TOTAL ESTIMATED MUNICIPAL SHARE (Receivable Amount)		\$ 72,300.00					

(Check if applicable)

Additional Work as outlined in Appendix C to this Agreement.

Funding Outline: The Municipality agrees to pay 100% of the costs for the work outlined below.

Additional Work		Cost: 100% Municipal Share	
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TYPE OF WORK		\$	-
TOTAL COST OF ADDITIONAL WORK REQUESTED BY MUNICIPALITY		\$	-

Payment:

The Municipality shall submit payment to MaineDOT within 30 days from the invoice date.

1. Prior to award of the contract for Project construction, the Municipality will be invoiced a portion of its share of the cost of the Project.

Invoicing will include the following:

- a. 100% of the local share of the Preliminary Engineering and Right of Way costs; plus
- b. Fifty percent (50%) of the local share of the Construction and Construction Engineering cost based on the total bid price of the Project; plus
- c. 100% of all additional work requested by the Municipality.

2. Final Voucher Payment to the Contractor. A final bill will be created following MaineDOT's final voucher payment to the Contractor, after all quantities are verified, and any required adjustments have been made. The cost of the work for which MaineDOT will bill the Municipality shall be determined by the contract prices and the completed quantities of the work items or, in the event of termination, the local share of Project development cost to the point of termination as stipulated above. The final invoice will include the Municipality's share of any remaining costs.

Invoicing Schedule: The Municipal Payment Schedule shown below includes estimated invoicing dates based upon the estimated schedule and estimated cost of the Project:

Municipality Name	Receivable Amount	Estimated Invoice Date
INSERT MUNICIPALITY NAME	\$38,250.00	3/31/2018
INSERT MUNICIPALITY NAME	\$34,050.00	12/31/2018
INSERT MUNICIPALITY NAME		
Total Receivable Amount:	\$72,300.00	



<i>MaineDOT use only</i>	
TEDOCS #:	_____
CT #:	_____
CSN #:	_____
PROGRAM:	<u>Bureau of Planning</u>

**State of Maine
DEPARTMENT OF TRANSPORTATION
THREE-PARTY PARTNERSHIP AGREEMENT**

**Lisbon, Maine
State Route 196 Pavement Preservation**

<i>MaineDOT Use Only</i>	
WIN #: <u>020868.00</u>	Project Estimated Amount: <u>\$723,000.00</u>
N/M MPO Id#: <u>ATRC</u>	Agreement Begin Date: <u>Upon MaineDOT Signature</u>
Municipality Id#: <u>LISBON</u>	Agreement End Date: <u>5 years from date last signed below</u>

This Cooperative Agreement (the "Agreement") is entered into by and between the Maine Department of Transportation (MaineDOT), an agency of state government, the City of Lisbon (Municipality), a municipality in the State of Maine, and the Androscoggin Transportation Resource Center, the designated Metropolitan Planning Organization for the Greater Lewiston-Auburn Area (ATRC), MaineDOT, the Municipality and ATRC are collectively referred to as the "Parties".

Whereas, the work that is the subject of this Agreement consists of a mill and fill on State Route 196 beginning at Main Street and extending north 1.00 mile to Capital Avenue; beginning at Frost Hill Avenue and extending 0.24 of a mile; and traffic signal modifications at the intersection of Route 196 and Route 9 (the "Project"); and

Whereas, MaineDOT, through its partnership with Maine's Metropolitan Planning Organizations (MPO), is charged with managing and dispersing state and federal funds to support capital improvement projects sponsored by the MPOs. ATRC is MaineDOT's MPO partner for the Greater Lewiston-Auburn Area; and

Whereas, ATRC has sponsored the Project for inclusion in MaineDOT's 2016-2017-2018 Work Plan, using Federal and State capital improvement funding allocated by MaineDOT; and

Whereas, the Municipality has approved the Project and supports the decision by ATRC to sponsor the Project, and will contribute financially to the Project through its municipal share; and

Whereas, the Parties have a mutual interest in ensuring that the Project is delivered on a reasonable schedule and within the budget programmed, using a process that maximizes communication and cooperation; and

Whereas, the purpose of this Agreement is to identify the Parties' individual responsibilities during the design, permitting and right-of-way phases of the Project through completion of final Plans, Specifications and Estimate (PS&E), and to identify the intended financial allocations between the Parties through all phases of the Project if and when the Parties formally approve and commit financial resources for the Project; and

Whereas, following the preparation of the project PS&E, a separate Municipal/State Agreement will be executed by MaineDOT and the Municipality.

Now therefore, in accordance with the foregoing, the Parties agree as follows:

A. Financial Provisions:

1. The total estimated cost of the Project through all phases is \$723,000.00 (the "Project Estimate"), and the Parties agree to share in and allocate the associated costs of each phase as outlined in this section:

Work Phase	Estimated Federal MPO Share	Estimated State MPO Share	Estimated Municipal Share	Estimated Total Cost
Preliminary Engineering	\$ 25,600.00	\$ 3,200.00	\$ 3,200.00	\$ 32,000.00
Right of Way	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00
Construction	\$ 517,600.00	\$ 64,700.00	\$ 64,700.00	\$ 647,000.00
Construction Engineering	\$ 27,200.00	\$ 3,400.00	\$ 3,400.00	\$ 34,000.00
Total Project Share	\$ 578,400.00	\$ 72,300.00	\$ 72,300.00	\$ 723,000.00

2. Estimated allocations are further identified as follows:
 - a. **Federal share** (provided through ATRC Federal Allocation) - 80% of federally participating costs.
 - b. **State share** (provided through ATRC State Allocation) - 10% of federally participating costs.
 - c. **Municipal share** (provided through the Municipality's obligation of funds) - 10% federally participating costs, plus 100% of all additional work requested by the Municipality.
3. If the actual Project cost is less than the Project Estimate the amounts owed will be adjusted according to the percentages.
4. If the Project Estimate or associated financial allocations are adjusted to reflect updated costs, MaineDOT will consult with ATRC and the Municipality before such adjustments are approved and implemented.

B. MaineDOT Agrees:

1. To prepare, or cause to be prepared, construction plans and specifications for the Project within the scope described above, using MaineDOT's standard project development process to ensure adherence to federal and state regulations.

2. To share information about the status of the Project with staff from ATRC and the Municipality at the following milestones, as appropriate:
 - Project kickoff/initial team meeting/formal public contact.
 - Horizontal/Vertical Alignment Complete (HVAC).
 - Preliminary public meeting.
 - Preliminary Design Report (PDR) complete.
 - Formal public meeting.
 - Plan Impacts Complete (PIC).
 - PS&E complete.
 - Changes in the Project Schedule or Engineer's Estimate.

C. Miscellaneous Provisions:

1. After the final PS&E package is prepared, MaineDOT and the Municipality will execute a Municipal/State Project Agreement covering Project advertisement, award, construction and construction engineering. Said Municipal/State Agreement will carry the financial terms outlined in the Financial Provisions section of this Agreement, as well as a schedule for collection of the Municipality's share of Project costs.
2. MaineDOT will consult with ATRC and the Municipality before implementing any adjustments to the Project scope, and ATRC and the Municipality will, likewise, notify MaineDOT of any proposed changes they wish to implement.
3. The Parties will participate as partners in any public meetings held to discuss the Project.
4. If MaineDOT withdraws from the Project before it has been advertised for construction, and that action was not directed by ATRC and the Municipality, MaineDOT will be responsible for all Project costs incurred to date.
5. If the Municipality withdraws its financial support for the Project as described in the Financial Provisions section of this Agreement, leading MaineDOT to cancel the Project before it has been advertised for construction, the Municipality shall reimburse MaineDOT fully for any and all Project costs incurred in reliance on the Municipality commitment documented in this Agreement, including, but not limited to, reimbursement of all federal and state funds expended to date.
6. Anything herein to the contrary notwithstanding, the Municipality and ATRC acknowledge that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by its federal partners and the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of MaineDOT in excess of such appropriations.
7. The Municipality represents that its governing body has taken all steps necessary and lawful to approve the Project and the Municipality's entry into this Agreement, has appropriated or authorized the use of any necessary funds in connection with the

Municipality's participation, and has further authorized the undersigned Municipal representative to execute this Agreement on the Municipality's behalf.

8. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off monies due the Municipality under a specific Project Contract up to any amounts due and owed to MaineDOT with regard to this Agreement, and any other Agreement/Contract, any other Agreement/Contract with any State Department or Agency, including any Agreement/Contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the State for any reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller.
9. To the extent permitted by law, the Municipality and ATRC shall indemnify and hold harmless MaineDOT, its agents and employees from all claims, suits or liabilities arising from any negligent or wrongful act, error or omission by the Municipality, its consultants or contractors. Nothing herein shall waive any defense immunity or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive any termination or expiration of this Agreement.
10. With the exceptions of the provisions so noted, all provisions of this Agreement shall expire at Project final voucher, or upon final payment by the Municipality of any Project costs as hereinbefore provided, whichever occurs later.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed.

_____ Date _____

Jennifer Williams, P.E., Director
Androscoggin Transportation Resource Center

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

_____ Date _____

Diane Barnes, Town Manager
Municipality of Lisbon

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

_____ Date _____

Herb Thomson, Director, Bureau of Planning
Maine Department of Transportation

I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to myself; (c) is capable of verification; and (d) is under the sole control of myself.

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RYAN LEIGHTON
SUBJECT: NATURAL GAS UPGRADES LIBRARY AND FIRE STATION
DATE: FEBRUARY 2, 2018

We are requesting permission to advertise a RFP to replace the Lisbon Falls Fire Station boiler, upgrade the burner on the Library boiler and hire a contractor to provide excavation support for the extension of the natural gas line from Route 196 along Union Street and Main Street.

Below is the range of estimates we received in September 2017.

Library Burner Conversion - \$8700 to \$11,500
Lisbon Falls Boiler Replacement - \$24,000 to \$30,000
Excavation Work - \$21,000 to \$31,000
Total Project Cost Estimate - \$54,000 to \$73,000

Currently we have designated the following amounts:

Natural Gas Boiler Conversion/Replacement - \$23,704
ET Smith Hose Company Floor - \$25,000 - Actual Cost \$10,965 - Remaining Balance \$14,035
Total available designated funds - \$37,739

If we are able to receive similar low bids as we did the first time the funding shortfall is approximately \$16,261. We budgeted \$20,000 in the Town Buildings budget to replace heat exchangers at the Town Office in the event of a failure. Fortunately we have not had to do any of that work this year and those funds are available to offset the anticipated funding shortfall.

Please contact me if you have any questions.



MEMORANDUM

TO: Diane Barnes, Town Manager
FROM: Tracey Steuber, Economic & Community Development Director
SUBJECT: Set Public Hearing Date for proposed Amended and Restated Dingley Increment Financing (TIF) District and Development Program
DATE: January 31, 2018

The Dingley Press is requesting that the Town of Lisbon grant a five year extension to the current TIF and Credit Enhancement Agreement (CEA) which expires in March 2018. The original and amended TIF was approved for 25 years. The maximum of a TIF is 30 years; therefore Lisbon may extend the Dingley TIF for five more years.

Dingley is Lisbon's largest employer and is making a \$20,725,000 investment to install a new printing press, co-mailer and other manufacturing process improvements in order to keep up with competition and secure the current workforce of 347 full-time employees. Most of the capital investment purchases are BETE assets, which will be a direct return back to the town from the State of Maine in an estimated amount of \$230,000 according to the Tax Assessor. For FY2018 the town is scheduled to receive a TIF reimbursement from Dingley in the amount of \$163,195.

After the Town Assessor and I met with Dingley on January 30, 2018, timing became of importance to move forward as the current TIF and CEA will expire this March. In order to have no gaps in the TIF the State will be asked for a quick turnaround in order to meet the March deadline.

The Lisbon Economic & Community Development Department at the request of Dingley Press is recommending Council to set a public hearing date on Tuesday, March 6, 2018 for the amended and restated Dingley Press Municipal Tax Increment Financing (TIF) District and Development Program for another five years.



January 30, 2018

To: Lisbon Town Council

Cc: Diane Barnes, Town Manager; Tracey Stuber, Economic & Community Development Director; James Saffian

The Dingley Press is requesting that the Town of Lisbon grant a five year extension to the current TIF and Credit Enhancement Agreement (CEA) which expires in March 2018. Dingley is completing a more than \$20,725,000 investment to install a new printing press, co-mailer and other manufacturing process improvements. Both the investment and the TIF extension request are being made in order to allow Dingley to remain competitive in the catalog printing industry and to preserve jobs at its Lisbon Maine printing plant. Dingley is Lisbon's largest employer, with 347 full time employees. Of these employees, 64 reside in Lisbon and Lisbon Falls. The extension of the Credit Enhancement agreement will provide needed financial assistance, as the Company grows into the expanded operation and the additional expenses that come with it.

The catalog printing industry is extremely competitive. Over the past 15 years, the industry has experienced significant attrition and consolidation. This resulted in the idling of operations, the loss of employment and negative economic impacts to the local communities related to those idled facilities.

To illustrate the market shift: in 2004, Dingley was the 15th largest catalog company in the U.S., producing approximately 600,000,000 catalogs annually. Today, Dingley is approximately the 5th largest catalog printer in the U.S., with 2017 production volume of approximately 335,000,000 catalogs. Despite this industry contraction, Dingley has succeeded in remaining competitive and preserving employment through the diligent efforts of its workforce and investment in innovative manufacturing equipment and technologies.

In early 2017, Dingley recognized that it needed to undertake a significant capital expansion in order to maintain its competitive position, preserve employment and grow market share. While Dingley is hopeful that this significant level of investment will be beneficial in the long term, the benefits do take time to realize. Thus, the TIF extension request is an important factor in the long-term success of the company. In addition, since most of the capital investment purchases are BETE assets, there is immediate benefit to the Town of Lisbon. BETE assets benefit the Town of Lisbon through State reimbursement, but they do not add to Dingley's TIF or CEA payments.

The Dingley Press appreciates the long running, mutually beneficial relationship it has with the Town of Lisbon and thanks the Town Council for its thoughtful consideration of this request.

Respectfully Submitted:

Neal Poston, CFO



Second Amendment to the
Dingley Press Municipal Development and Tax Increment Financing
District and Development Program

Lisbon Town Council
February 15, 2011

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TOWN OF LISBON

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Fern LaRoche, Jr.
Gina Mason

TOWN MANAGER

Stephen G. Eldridge

February 18, 2011

Commissioner Philip Congdon
Maine Department of Economic & Community Development
59 State House Station
Augusta, ME 04333-0059

Re: Second Amendment to the Dingley Press Municipal Development Tax Increment Financing District

Dear Commissioner Congdon:

In accordance with Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, I am pleased to submit this application for a Second Amendment to the Dingley Press Municipal Development Tax Increment Financing District. Record of municipal approval is included within the appendix of the enclosed application.

Further, this letter is to certify that all information contained in this TIF application is true and correct to the best of my knowledge.

The Town of Lisbon appreciates DECD's attention to this application, and we look forward to approval of the proposed Amendment once your review has been completed. The Town's Director of Economic and Community Development Scott Benson is prepared to answer any of your questions regarding this submittal. He can be reached at 353-3000 ext. 122. If I can be of further assistance, please don't hesitate to call my office at 353-3000 ext 102.

Sincerely,

Stephen G. Eldridge
Town Manager

2. APPLICATION COVER SHEET

MUNICIPAL TAX INCREMENT FINANCING

A. General Information

1. Municipality Name: Town of Lisbon, Maine		
2. Address: 300 Lisbon Street, Lisbon, ME 04250		
2. Telephone: 207-353-3000	4. Fax:	5. Email: sbenson@lisbonme.org
6. Municipal Contact Person: Scott A. Benson, Economic Development Director		
7. Business Name: The Dingley Press, Inc.		
8. Address: 119 Lisbon Street		
9. Telephone: 207-353-1528	10. Fax: 207-353-1549	11. Email: neal.poston@sheridan.com
12. Business Contact Person: Neal Poston, Vice-President, Finance		
13. Principal Place of Business: Lisbon, ME		
14. Company Structure (e.g. corporation, sub-chapter S, etc.):		
15. Place of Incorporation:		
16. Names of Officers:		
17. Principal Owner(s) Name: The Sheridan Group		

B. Disclosure

1. Check the public purpose that will be met by the business using this incentive (any that apply):		
<input checked="" type="checkbox"/> job creation	<input checked="" type="checkbox"/> job retention	<input type="checkbox"/> capital investment
<input type="checkbox"/> training investment	<input checked="" type="checkbox"/> tax base improvement	<input type="checkbox"/> public facilities improvement
<input type="checkbox"/> other (list):		
2. Check the specific items for which TIF revenues will be used (any that apply):		
<input type="checkbox"/> real estate purchase	<input checked="" type="checkbox"/> machinery & equipment purchase	<input type="checkbox"/> training costs
<input checked="" type="checkbox"/> debt reduction	<input checked="" type="checkbox"/> other (list): construction costs, fixtures and equipment, other	

C. Employment Data

List the company's goals for the number, type and wage levels of jobs to be created or retained as part of this TIF development project *(please use next page)*.

D. Annual Report

Does the business anticipate receiving more than \$10,000 in TIF revenues in any calendar year during the term of the TIF development program? Yes No *(If so, please review the example of an annual report at the back of the TIF manual – a current version will be mailed by May 15th each year to the business contact person on this page and by law must then be filed with DECD by August 1st).*

3. EMPLOYMENT GOALS - Company Goals for Job Creation and Job Retention

<i>A. Job Creation Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical			\$
2. Adm	No change proposed by this Second Amendment. The original District and Development Program, dated December 7, 1993, proposed to create approximately 40 new jobs. The First Amendment to the District and Development Program, dated January 22, 1998, proposed to create an additional 100 new jobs. Recent published reports indicate that total company employment in 2010 was approximately 370.		
3. Sale			
4. Agri			
5. Maintenance, Construction, Production, & Transportation			
<i>B. Job Retention Goals</i>			
<i>Occupational Cluster*</i>	<i>Full-time</i>	<i>Part-time</i>	<i>Wage Level</i>
1. Executive, Professional & Technical			\$
2.	No change proposed by this Second Amendment. The original District and Development Program, dated December 7, 1993, proposed to retain approximately 125 jobs. The First Amendment to the District and Development Program, dated January 22, 1998, proposed to retain approximately 160 jobs. Recent published reports indicate that total company employment in 2010 was approximately 370.		
3.			
4.			
5. Maintenance, Construction, Production, & Transportation			
<i>*Please use the Occupational Cluster descriptions on the next page to complete this form.</i>			

INSTRUCTIONS

A. Job Creation Goals. Please list the number, type and wage level of jobs created as a result of the economic development incentive. **NOTE:** For this form, "full-time" employment means 30 hours or more; "part-time" employment means less than 30 hours. "Wage level" means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, "type" means "occupational cluster" which refers to the 12 categories defined below. Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

B. Job Retention Goals. Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.

4. STATUTORY REQUIREMENTS & THRESHOLDS

A. ACRE LIMITATION		
1. Total Acreage of Municipality	Updated through 2/2011	15,488 ac
2. Total Acreage of Proposed Municipal TIF District	No change from previous	15 ac
3. Total Pine Tree Zone acres contained in the Proposed Municipal TIF District		N/A
4. Total Downtown acres contained in the Proposed Municipal TIF District		-0-
5. Total acreage of Proposed Municipal TIF District counted towards 2% cap	No change from previous	15 ac
6. Percentage of total acreage in proposed municipal TIF District (cannot exceed 2%) Divide A5 by A1	No change from previous	0.10%
7. Total acreage of all existing and proposed municipal TIF districts in the municipality divided by the sum of all existing TIF district acreage.	Updated through 2/2011	96.83 ac
8. Total acreage of an existing or Proposed Downtown TIF District in the municipality.		-0-
9. Total acreage of all existing or Proposed Pine Tree Zone TIF Districts in the municipality.		N/A
10. Total acreage of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap. Subtract A8+A9 from A7.	Updated through 2/2011	96.83 ac
11. Percentage of total acreage in all existing and proposed Municipal TIF Districts counted toward 5% (5%) Divide A10 by A1.	Updated through 2/2011	0.63%
12. Total Acreage of all real property in the Proposed Municipal TIF District that is:		
(Note: a, b, or c must be at least 25%)	Acres	%
a. Blighted (Divide acres by A2)		
b. In need of rehabilitation/conservation (Divide acres by A2)	No change from previous	
c. Suitable for industrial/commercial site (Divide acres by A2)	15 ac	100%
TOTAL	15 ac	100%
B. VALUATION LIMITATION		
1. Total Aggregate Value of Municipality (TAV) Use most recent April 1 st	Updated through 2/2011	\$454,676,949 (04-01-10)
2. Original Assessed Value (OAV) of Proposed Municipal TIF District. Use March 31 st of tax year proceeding date of municipal designation	No change from previous	\$6,269,680 (04-01-09)
3. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality. Add b2 to sum of all existing TIF district OAVs.	Updated through 2/2011	\$7,237,910
4. OAV of an existing or proposed Downtown TIF District in the municipality.		-0-
5. OAV of all existing or Proposed Pine Tree Zone TIF Districts in the municipality.		N/A
6. Total OAV of all existing and Proposed Municipal TIF Districts in the municipality counted toward 5% cap Subtract B4+B5 from B3	Updated through 2/2011	\$7,237,910
7. Percentage of total OAV to TAV in all existing and Proposed Municipal TIF Districts (cannot exceed 5%) Divide B6 by B1	Updated through 2/2011	1.59%

5. SECOND AMENDMENT TO THE DEVELOPMENT PROGRAM

introduction

The Maine Legislature established tax increment financing as an economic development tool to be used by municipalities to:

- (a) Provide new employment opportunities;
- (b) Improve and broaden its tax base, and;
- (c) Improve the general economy of the state.

The Legislature recognizes that the State and its municipalities benefit from a municipality's economic development partnership with local businesses to promote responsible new development that:

- (a) Enhances local efforts for economic, industrial or commercial development, and;
- (b) Retains and expands the local tax base and employment opportunities.

In December, 1993, the Town of Lisbon (the Town) designated the *Dingley Press Municipal Development and Tax Increment Financing District* and adopted a Development Program for the District. The purpose of the District was to assist the Dingley Press (the Company), one of the leading printers of specialty catalogs in the country, in the financing and construction of an expansion of their existing facility at 119 Lisbon St. in Lisbon (the Project). This was to support a \$6 million investment by the Company that would retain 126 jobs and create 40 new jobs. The Development Program called for 50% of the increased assessed value resulting from the Project to be captured and returned to the Company (through a Credit Enhancement Agreement) for a period of 20 years. Taxes on the remaining 50% of increased assessed value resulting from the Project, along with the original assessed value of the District, would go unsheltered to the General Fund for a period of 20 years. The designation of the District and the adoption of a Development Program for the District were subsequently approved by the Maine Department of Economic and Community Development (DECD) in January, 1994.

In 1997, the Company proposed a second expansion project, termed 'the Expanded Project', which featured an additional \$25.7M investment by the Company, including the purchase of additional printing equipment and a 104,000 SF expansion of their Lisbon St. facility, and the creation of approximately 100 new jobs. In order to assist the Company in the financing and construction of the Expanded Project, the Town adopted the *First Amendment* to the District and Development Program in January, 1998. The First Amendment extended the term of the District and Development Program for an additional 5 years (through tax year 2017-2018) and called for 100% of the increased assessed value resulting from the Expanded Project to be captured for the remainder of the term (20 years) and 50% of the increased assessed value resulting from the Expanded Project to be returned to the Company (through a second Credit Enhancement Agreement) for a period of 20 years. The First Amendment further proposed that the remaining 50% of the increased assessed value resulting from the Expanded Project would be retained by the Town for a period of 20 years to fund municipal economic development project costs (the Municipal Investment Plan).

The First Amendment to the District and Development Program for the District was subsequently approved by the Maine DECD in March, 1998. However, in his March 27, 1998 letter informing the Town of this approval, then-DECD Commissioner Thomas D. McBrierty wrote:

"It is further understood that the actual use of the Town's Share of (TIF revenues) as described in the amended development program, are subject to the further review and approval of the department based upon their compliance with (the TIF statute governing allowable project costs)."

Simply stated, the Commissioner approved the Company portion of the First Amendment to the District and Development Program, but did not approve the Town's Municipal Investment Plan as proposed by the First Amendment. This was due to a lack of specificity in respect to the proposed municipal projects or a budget for same. The Commissioner's letter did allow the Town to confer with DECD and provide that greater detail to gain the Commissioner's full approval of the First Amendment to the District and Development Program, but this course ultimately was not pursued by the Town.

Therefore, in the 13 years since the First Amendment, the Town has captured just 50% of the increased assessed value resulting from the Expanded Project (which has been returned to the Company through a second Credit Enhancement Agreement) and the remaining 50% has gone unsheltered to the General Fund.

This has resulted in a missed opportunity for the Town. First, the Town has a demonstrated commitment to economic development, funding a municipal economic and community development department for the last three decades. With a specified Municipal Investment Plan and budget, costs associated with this endeavor could have been (and still can be) funded with sheltered TIF revenues, as opposed to revenues from the General Fund. By doing so, the Town gains the additional advantage of sheltering the increase in value due to Company investment in the District from the calculation of: (1) State aid to education; (2) the Town's share of State Municipal Revenue Sharing and (3) the Town's share of county tax. Thus, the Town will receive a proportionately larger share of education aid and municipal revenue sharing and pay a smaller portion of the county tax than would otherwise have been the case had the increase in value of the District's private sector investment been included in the Town's equalized value.

To address this, the Town of Lisbon now proposes a Second Amendment to the municipal development and tax increment financing district known as the "Dingley Press Municipal Development and Tax Increment Financing District" (the "District") in furtherance of the above cited legislatively approved and authorized goals, under the terms specified in this Development Program. In summary, for the remaining 7 years of the 25 year District (from tax year 2011-2012 through tax year 2017-2018), the Town proposes to increase to 100% (from 50%) the percentage of increased assessed value that is captured in the District for the purpose of funding economic development programs or events developed by the Town, as described in the next section of this document.

It is critical to clarify that this Second Amendment to the District and Development Program in no way proposes any changes to the terms and conditions of any previous agreement, contract or other obligation between the Town and the Company relative to the Development Program. Further, it is equally important to state that the activities of the Municipal Investment Plan, as proposed by this Second Amendment, will derive their funding from TIF revenues associated with the increased assessed value resulting from the Expanded Project only; no changes to the captured assessed value and any previous agreement, contract or other obligation between the Town and the Company relative to the original 1993 Project are proposed by this Second Amendment.

Development Program

- a. Description of public facilities, improvements or programs to be financed in whole or in part by the development program.

The 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998, is further amended in 2011 to read as follows. This is intended to address Section 1.03 of the amended Development Program.

The Town intends to use its share of the TIF Revenues associated with the Expanded Project from the District to finance some or all of the costs of the Public Improvements, such costs being authorized as project costs as

defined under §5225 of Chapter 206. The specific Public Improvements to be financed will be approved by Town Council action. The Town finds that the public improvements either will directly or indirectly provide, induce, or encourage new employment opportunities within the Town, will encourage and promote economic development that will broaden the Town's tax base, and will provide economic development to the benefit of the residents of the Town and will improve the general economy of the Town. These projects either are related to this Development Program or are otherwise qualifying projects under Chapter 206.

MUNICIPAL INVESTMENT PROGRAM	Eligibility Under Title 30-A	Estimated Cost
Costs of Improvements Made Within District		
None.		
Costs of Improvements Made Outside, but related to, District		
None.		
Community-Wide Municipal Investments		
Operational costs and expenses of the Town's Economic and Community Development Department. The Town's Economic and Community Development Department budget includes salary and fringe benefits for a Department Director. The non-salary/benefit expenses include items such as dues and memberships, professional development, advertising, supplies, equipment, postage and other forms of sustenance (such as mileage, meals and lodging) related to the Town's coordination and provision of business retention, expansion and attraction services.	§5225 (1) (C) (1)	\$490,000 (or \$ 90,000/yr. for 7 years)
Town sponsorship of the annual Moxie Festival, which is estimated to attract upwards of 40,000 visitors a year to the 3 day event. Town sponsorship of the event facilitates increased revenues for local service-based and retail business during the event while helping to promote and market the community as a business location.	§5225 (1) (C) (1)	\$35,000 (or \$5,000/yr. for 7 years)
Town matching funds to private donations in support of the public-private volunteer-based <i>Lisbon Downtown Network</i> , a Maine Downtown Center affiliate dedicated to the revitalization of Lisbon's three traditional commercial districts. TIF revenues will serve as matching funds to private donations supporting the LDN committee's organization, economic restructuring, design and promotion activities in those three areas.	§5225 (1) (C) (1)	\$38,500 (or \$5,500/yr. for 7 years)
Annual Town membership dues to the Androscoggin Valley Council of Governments (AVCOG) for the provision of municipal services such as economic and community development and land use and transportation planning.	§5225 (1) (C) (1)	\$66,500 (or \$9,500/yr. for 7 years)
Total Municipal TIF Investment Plan Costs		
		\$770,000 (or \$110,000/yr. for 7 years)

- b. Description of commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program.

The 2011 amendment proposes no changes to corresponding Sections 1.02 and 1.03 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- c. Duration of the program.

The 2011 amendment proposes no changes to corresponding Section 2.06 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- d. Certification of original assessed value of the taxable property in the TIF district.

The 2011 amendment proposes no changes to corresponding Section 2.04 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- e. TIF district map.

The 2011 amendment proposes no changes to corresponding Section 3.02 and Exhibit F of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- f. Financial Plan.

- i. Cost estimates for the development program

The 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998, is further amended in 2011 to read as follows. This is intended to address the corresponding Section 2.03, Table No. 2 of the amended Development Program.

Estimated costs of the Town economic development activities proposed by the Municipal Investment Plan detailed by this document are anticipated to be \$770,000 (or \$110,000 a year) over the final 7 years of the 25-year TIF District and Development Program.

- ii. Amount of public indebtedness to be incurred

The 2011 amendment proposes no changes to corresponding Section 2.02 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998. The Town does not intend to incur public indebtedness in association with the proposed Amendment.

- iii. Sources of anticipated revenues

The 2011 amendment proposes no changes to corresponding Section 2.03 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- iv. **Description of the terms and conditions of any agreements, contracts or other obligations related to the development program.**

The 2011 amendment proposes no changes to corresponding Section 2.02 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- v. **Estimates of increased assessed values of the district for each year of the program.**

The 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998, is further amended in 2011 to read as follows. This is intended to address the corresponding Section 2.03 of the amended Development Program.

Revised estimates of increased assessed values associated with the Expanded Project for each of the remaining 7 years of the 25 year program are attached as 2ND AMENDMENT EXHIBIT A.

- vi. **Portion of the increased assessed values to be applied to the development program as captured assessed values and resulting tax increments in each year of the program.**

The 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998, is further amended in 2011 to read as follows. This is intended to address the corresponding Section 2.03, Table No. 2 of the amended Development Program.

One-hundred percent (100%) of increased assessed value associated with improvements made by Dingley as part of the Expanded Project will be captured as captured assessed values and the TIF Revenues on the captured assessed values associated with the Expanded Project will be applied to this Development Program over the remaining 7 years of the 25 year term of the District. Although the Town expects to expend all TIF Revenues retained within the District as part of the Expanded Project over the remaining 7 years on the Second Credit Enhancement Agreement and the Public Improvements detailed in this Development Program, to the extent that the Town elects not to expend such TIF Revenues on public improvements, then such monies will be deposited unsheltered into the general fund.

Estimates of increased assessed values associated with the Expanded Project to be applied to the development program as captured assessed values and resulting tax increments in over the remaining 7 years of the 25 year program are attached as 2ND AMENDMENT EXHIBIT A.

- vii. **Tax shift calculations for each year of the program.**

The 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998, is further amended in 2011 to read as follows. This is intended to address the corresponding Section 2.05, Table No. 5 of the amended Development Program.

Estimates of tax shifts which may result from the Expanded Project during the remaining 7 years of the 25 year program are attached as 2nd AMENDMENT EXHIBIT A. The estimates are based on information provided by the Town of Lisbon, Androscoggin County, the State of Maine Department of Education, the Maine Office of the State Treasurer and the Maine Revenue Service.

- g. **Plans for the relocation of persons displaced by the development activities.**

The 2011 amendment proposes no changes to corresponding Section 1.06 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- h. **Proposed regulations and facilities to improve transportation.**

The 2011 amendment proposes no changes to corresponding Section 1.07 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- i. **Environmental controls to be applied.**

The 2011 amendment proposes no changes to corresponding Section 1.08 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

- j. **Proposed operation of the development district after the planned capital improvements are completed.**

The 2011 amendment proposes no changes to corresponding Section 1.09 of the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as amended in 1998.

6. PUBLIC HEARING

a. 10 day notice of public hearing, including proof of date of publication.

Attached as 2ND AMENDMENT EXHIBIT B is a copy of the Notice of Public Hearing published in the *Lewiston Sun Journal*, a newspaper of general circulation in Lisbon, Maine on February 5, 2011, a date at least ten (10) days prior to the public hearing in consideration of the proposed second amendment to the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as first amended in 1998. The public hearing was held on February 15, 2011 in accordance with the requirements of 30-A M.R.S.A. §5226(1).

b. Minutes of public hearing, attested to and signed.

Attached as 2ND AMENDMENT EXHIBIT C is a certified copy of the minutes of the Lisbon Town Council February 15, 2011, 7:00 p.m. public hearing for the proposed second amendment to the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as first amended in 1998.

c. Record of district designation by municipal legislative body.

Attached as 2ND AMENDMENT EXHIBIT D is an attested copy of the April 6, 2011 Brewer City Council Order to Approve the Second Amendment to the 1993 Dingley Press Municipal Development and Tax Increment Financing District and Development Program, as first amended in 1998.

SECOND AMENDMENT TO THE
 DINGLEY PRESS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
 PROJECTED GROSS NEW TAXES, TOTAL TIF REVENUES AND TOWN/COMPANY SPLIT *

1	A	B	C	D	E	F	G		H	I		K	L		M
							Projected Annual Assessed Value	Projected Mill Rate		Gross New Taxes	%		TIF Total Revenues	General Fund	
2	TIF YR.	TAX YEAR													
4															
5	19	2011-2012	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
6	20	2012-2013	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
7	21	2013-2014	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
8	22	2014-2015	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
9	23	2015-2016	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
10	24	2016-2017	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
11	25	2017-2018	\$10,545,290	\$21.00	\$221,451	100%	\$221,451	\$0	50.0%	\$110,726	50.0%	\$110,726	50.0%	\$110,726	
12	Cumulative				\$1,550,157		\$1,550,157	\$0		\$775,079		\$775,079		\$775,079	
13	Avg. Annual		\$2,450,568	\$21.00	\$221,451		\$51,672	\$0		\$110,726		\$110,726		\$110,726	
14	Notes:														
15															
16															
17															

2nd Amendment Projection for final 7 years of 25 year Dingley Press TIF adopted in 1993 and first amended in 1998

Projected Annual Assessed Value based on 4-1-2010 actual value associated with 'Expanded Project'

Mill Rate Projection - \$21.00/\$1000, based on 2010-2011 actual

* PERTAINS ONLY TO 'EXPANDED PROJECT' AS DESCRIBED BY 1998 AMENDMENT

SECOND AMENDMENT TO THE
 DINGLEY PRESS MUNICIPAL DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT
 ESTIMATED SHELTER BENEFIT/ADVERSE IMPACT PER SECOND AMENDMENT*

A	B	C	D	E	F	G	H	I	J	K	
TIF YR.	TAX YEAR	State Education Shift	Revenue Sharing Shift	County Tax Shift	Total Tax Shift Benefit	Estimated Shelter Benefit of Captured Value (100%) on State Subsidies and County Taxes	Est. Adverse Impact of Uncaptured Value (0%) on State Subsidies and County Taxes	Lost State Education	Lost Revenue Sharing	Increased County Tax	Net Loss
1											
2											
4	2011-2012										
5	2012-2013										
6	2013-2014	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
7	2014-2015	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
8	2015-2016	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
9	2016-2017	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
10	2017-2018	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
11	2016-2017	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
12	2017-2018	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
13	Cumulative	\$509,338	\$126,380	\$64,468	\$700,186			\$0	\$0	\$0	\$0
14	Avg. Annual	\$72,763	\$18,054	\$9,210	\$100,027			\$0	\$0	\$0	\$0
15											
16	Notes:										
17											
18											
19											

2nd Amendment Projection for final 7 years of 25 year Dingley Press TIF adopted in 1993 and first amended in 1998
 2 year lag accounts for 18 month State Valuation Process; work on 2013 State Valuation begins in Fall of '11
 Education, Revenue Sharing and County Tax estimated benefit based on 2010-2011 actual

* PERTAINS ONLY TO 'EXPANDED PROJECT' AS DESCRIBED BY 1998 AMENDMENT

Lewiston, Maine, Saturday, February 5, 2011

67
Sun Journal

Town of Lisbon

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Town Council of the Town of Lisbon will hold a public hearing on Tuesday, February 15, 2011 at 7:00 p.m. in the Council Chambers at Lisbon Town Hall, 300 Lisbon Street, Lisbon, Maine. The purpose of the hearing will be to receive public comments on the Second Amendment to the previously designated Dingley Press Municipal Development and Tax Increment Financing (TIF) District, pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended. The District was designated and the original Development Program was adopted at a Town Meeting held December 7, 1993, and was amended at a Town Meeting held January 22, 1998.

The Second Amendment to the Dingley Press Municipal Development and Tax Increment Financing (TIF) District proposes to increase the percentage of increased assessed value that is captured in the District for the purpose of funding economic development programs or events developed by the municipality or funding the marketing of the municipality as a business location, as authorized by 30-A §5225. 1. C. (1).

A copy of the Second Amendment to the Dingley Press Municipal Development and Tax Increment Financing (TIF) District will be on file at the office of the Lisbon Town Clerk before the public hearing and may be reviewed at the office of the Lisbon Town Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given the opportunity to be heard at that time.

Lisbon Town Council

EXCERPT FROM THE TOWN COUNCIL MEETING
FEBRUARY 15, 2011

I, Twila D. Lycette, Town Clerk of the Town Of Lisbon hereby certify that the following is a true copy of the action that took place at the Lisbon Town Council Meeting held on February 15, 2011 as follows:

UNDER
PUBLIC HEARING

TAX INCREMENT FINANCING (TIF)
AMENDMENT PRESENTATION

Scott Benson requested the Council consider amending the Dingley Press TIF District and Development Program for the purpose of using sheltered dollars to fund the Economic & Community Development Department and other associated related expenses for the remaining seven years of this 25 year TIF.

Mr. Benson explained TIF's in general and how they work. He started by saying it's a public Economic Development Financing Program funded by the property taxes on the incremental new value generated by a development project. It works by having the municipality designate a specific geographical area as a TIF District. The value of the taxable property in that District at that time is frozen and that's called the Original Assessed Value (OAV) and the TIF applies only to the new value in the District to be generated by private investment and that's called the Increased Assessed Value (IAV). All or a portion of the IAV generated by the private investment in the District is captured and the taxes on that captured assessed value funds the municipality's adopted development program for up to 30 years, which is the longest a TIF can run.

It's important to remember, he explained, that the taxable dollars on the OAV will continue to go to the general fund for the life of the District. The next step is that private investment occurs. Now there are new buildings, additional jobs, etc. and you now calculate the IAV by asking the Assessor, now, what is this worth. You take the OAV and subtract that from the current assessment, which gives you the IAV. Some or all of that value, the taxes on that, goes to fund the municipal development program, he said, which is what we use to stimulate private sector investment and job creation.

Lisbon has adopted six TIF's for this purpose since 1993, 163 jobs were retained, and between 250 and 275 jobs were created. More than \$38 million in private sector investment was brought about as a result of the establishment of these TIF's. Nearly \$26 million in IAV was created as of April 1, 2010.

TIF money can be used on the cost of improvements within the District, like new construction, redevelopment of existing buildings, financing costs associated with both or professional services, or administrative costs. We can pay a portion of municipal salaries that go towards administering the District. In addition, we can pay for costs outside but related to the District, like infrastructure, public safety improvements, mitigation of District impact, and the costs related to Economic Development, which are not restricted by the District so that's a town-wide thing. You can pay for Economic Development programs, events developed by the municipality, capitalize loan programs, skills development, training for employees, and childcare programs, or trail improvements.

The secondary benefit to using TIF is to shelter against adverse adjustments to State subsidies and county taxes based on a municipality's total evaluation. The town's total equalized assessed value as of April 1 every year is used to compute the State Education Subsidy, State Revenue Sharing, and County Tax amounts. As the total value increases, the municipality will realize a decrease in

education and revenue sharing subsidies and an increase in county tax obligations, therefore new tax revenues resulting from a development project in fact become reduced through a loss of those subsidies and increased county tax.

Mr. Benson presented the following example: If the assessed value of the new investment was, \$5 million, the taxes \$105,000, then the reduction in State Education Subsidy would be \$34,500 less, the reduction in State Revenue Sharing would be \$8,634 less and the increase in County Tax would be \$4,370 more. Resulting in a net to the town of \$57,497, which turns out to be is a loss of .45 cents on every unsheltered dollar of new valuation here in Lisbon. This is still a significant adverse adjustment that we suffered, he said.

The TIF allows the municipality to shelter new value in a District from the computation of its state subsidies and county taxes. The sheltering allows the municipality to retain all or a portion of those new tax revenues that would otherwise have gone to covering the cost of reduced subsidies or higher county taxes. Use of revenues captured and retained through TIF sheltering is restricted and must be spent for approved economic development activities.

Mr. Benson said let's look at that example again once we apply our funds to the restricted use for approved economic development activities: There's the \$5 million again, the \$105,000 annual tax again, but once it's sheltered we suffered no adverse impact because there is no reduction in State Education Subsidy, State Revenue Sharing and no increase in County Tax. In the end, Lisbon nets the full \$105,000 with restrictions for economic development.

Mr. Benson pointed out that the Dingley Press TIF was actually a 20-year District established in 1993, but amended an additional 5-years in 1998. It was done to support the company's new investment into two expansion projects totaling \$31 million dollars. It retained more than 125 existing jobs and created more than 140 new jobs. 50% of those taxes resulting from that IAV has been returned to the company since 1993 in two credit enhancement agreements (CEA), which are the legal conveyances between Lisbon and the company.

Mr. Benson pointed out that the OAV for that District when we first started was \$6 million (1993) and now the value is \$24.4 million (2010). Presently, approximately 350 people are employed at the company's Lisbon Road facility. Lisbon increased its commercial tax base, created more jobs, and the investment through the TIF yielded the desired results and yet, he said, Lisbon is missing an opportunity.

Mr. Benson said since the District was established only 50% of the IAV has been captured each year and sheltered from state subsidy and county tax formulas, the remaining 50% of the IAV is unsheltered and goes into the municipal General Fund. The unsheltered value results in a loss of state subsidies and an increase in county tax. He said the IAV of this District as of April 1, 2010 was \$10,425,290. Taxes on that yielded a total of \$221,452. The Dingley II Credit Enhancement Agreement of which this relates to (50% of IAV) \$110,000 went to the company per that CEA and the other 50% went into the General Fund unsheltered. As a result, we suffered a loss of \$36,381 in State Education Subsidy, \$9,101 in State Revenue Sharing, and paid \$4,608 in County Taxes. That's a \$50,090 adverse adjustment. We started at \$110,726, but \$50,090 was devoted to making up what we lost in subsidies and increased taxes so Lisbon's net at the end of the day was \$60,636.

Mr. Benson said if the Council approves the amendment tonight, the town would then shelter the other 50% and the \$110,726 would go into another development account and Lisbon would as a result suffer no loss in State Education Subsidy and so forth. In this manner, Lisbon would keep the full \$110,726. As you begin sheltering this, you may even see an increase in your state subsidy, he said pointing out that the \$50,000 we lost in the current tax year, he thought, in effect wouldn't we get that back. We may see a positive impact and maybe a little bit more in the State Education and Revenue Sharing Subsidies and less in the County Tax.

Mr. Benson said the Town of Lisbon has supported the office of Economic & Community Development for three decades and recommended we support it with sheltered TIF dollars since the decision was made long ago that Lisbon wants to do economic development in town. TIF statutes allow us to use these dollars to pay for these sorts of activities with no adverse impact as a result. When the 1998 TIF amendment was adopted, it was the town's full intent to capture the full 100% of the value for just this purpose, he said. Unfortunately, Lisbon was never able to quantify that for the Maine Department of Economic & Community Development Office, who is the reviewing authority to ensure compliance with statute, but we can correct that tonight, he offered. This will not affect the company in any way. This is about how the town chooses to handle its share.

The amendment would adjust the captured assessed value from its present level from 50% to 100% for the final seven years of the TIF term. We would do this for the purpose of using town TIF revenues to support the town's Economic & Community Development (ECD) Department budget and other authorized development related expenses. The proposed work plan to be submitted to the DECD includes the ECD Annual Budget (salary, fringe, and operations), Annual MOXIE Festival sponsorship, Annual AVCOG Membership Dues, and Matching Funds to private donations for Revitalization efforts. Mr. Benson stressed that the proposed work plan was essentially a menu of options for funding considerations every single year and that it doesn't lock Lisbon into anything but that option.

Mr. Benson pointed out that the loss of revenue to the general fund will be offset by a reduction in the expenses now supported through the ECD program as a direct result of the TIF amendment. The amendment doesn't change the annual municipal budget process. That will still be done the way we have always done it. The only change is which revenue stream is used to support ECD and associated functions.

Councilor Larochelle said this is one of the reasons we do TIF's. As a businessperson, I have always thought of a TIF as a gift. With this, the town is benefiting just as much if the program is utilized fully, he said.

Larry Fillmore said he is asking us to change the money from unsheltered to sheltered and by doing this we are going to lose X number of dollars from the General Fund. He believes that the money is going to be put into the Economic Development Program and it is covering the cost that we are already paying him for, but I don't believe that's true because I believe he gets money from FAME, the Revolving Loan Fund, Housing Grants from the State, and Community Development Block Grant funds from the Federal Government. These are all monies coming into that program that we don't provide money for; that's already there. He has a sign account and a USDA account so he has money coming in from other sources. He is asking us to take the General Fund's money and transfer it over to his funds. With the budget coming up...where do we think that we are going to get the money to pay for the expenses this year, he said. This will come at another tax increase next year. He is increasing his budget at no benefit to the town, other than we will have money in that particular program for more development, but he already has money coming in for that and we need this in the General Fund.

Dexter Parson said the comparisons were pretty good, but hard to absorb. He requested a hard copy of this power point presentation.

**UNDER
COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES**

TAX INCREMENT FINANCING (TIF) AMENDMENT

VOTE (2011-23) Councilor Bowie, seconded by Councilor Pomelow moved to approve the Second Amendment to the Dingley Press Municipal Development and Tax Increment Financing District and Development Program as follows:

WHEREAS, the Town of Lisbon (the "Town") is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate tax increment financing Districts and adopt development programs for such tax increment financing Districts within the Town; and

WHEREAS, there is a need for continued economic development in the Town of Lisbon; and

WHEREAS, there is a need to provide continuing employment opportunities for the citizens of the Town and the surrounding region; to improve and broaden the tax base of the Town and to improve the general economy of the Town, the surrounding region and the State of Maine; and

WHEREAS, the Town designated the Dingley Press Municipal Development District and Tax Increment Financing District (the "District") and adopted a development program for the District at a Town Meeting held December 7, 1993 (the "Development Program"); and

WHEREAS, the Town adopted the First Amendment to the Dingley Press Municipal Development District and Tax Increment Financing District and development program for the District (the "First Amendment") at a Town Meeting held January 22, 1998; and

WHEREAS, the Town has held a public hearing on the question of adopting a Second Amendment to the District and development program (the "Second Amendment") in accordance with the requirements of 30-A M.R.S.A. §5226, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, a Second Amendment to the District and development program will help continue the pursuit of the above-mentioned goals in the Town, the region and the State; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development, approving the Second Amendment to the Dingley Press Municipal Development District and Tax Increment Financing District and development program for the District;

NOW, THEREFORE BE IT ORDERED as follows:

Section 1. The Town hereby finds and determines that:

At least twenty-five percent (25%) of the real property within the District, as designed, is suitable for industrial sites as defined by 30-A M.R.S.A. §5223; and

The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development Districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

The aggregate value of equalized taxable property of the District as of April 1, 2010 does not exceed five percent (5%) of the total value of equalized taxable property within the Town as of April 1, 2010; and

The aggregate value of indebtedness financed by the proceeds from tax increment financing Districts within Androscoggin County, including the proposed District, does not exceed \$50 million; and

The designation of the District and pursuit of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statues, as amended, the Town hereby adopts the Second Amendment to the Dingley Press Municipal Development District and Tax Increment Financing District presented to the Town Council in the form attached hereto and such Second Amendment to the Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed Second Amendment to the Dingley Press Municipal Development District and Tax Increment Financing District and Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. §5226.

Section 4. The foregoing adoption of the Second Amendment to the Dingley Press Municipal Development District and Tax Increment Financing District and Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of adoption of the Second Amendment to the Development Program by the Department of Economic and Community Development, without requirements of further action by the Town or any other party.

Section 5. The Town Manager is hereby authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as the Department of Economic and Community Development deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Second Amendment to the Development Program by the Department of Economic and Community Development, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program.

Councilor Cote said we have a pretty hard budget we will be looking at and I believe Mr. Fillmore brings forth some interesting points that we ought to take into consideration. Are we going to cut jobs to fund Economic Development in this community, he asked. Mr. Eldridge brought forth a list of projects that were necessity projects for the Town of Lisbon, he continued, bridges that need repairing, buildings that need improvements, and these were things he would be looking at. He said to take money out of the General Fund this year when we are facing these things, for economic development, for this time, there's nothing. Not to say that he wouldn't like to give Mr. Benson all the money he needs for economic development, he indicated that we just don't have it.

Councilor Bowie said he understood where Mr. Fillmore was coming from, but believed that the revolving loan funds, block grants and stuff could not be used to pay for salaries or to cover the rest of the expenses in that municipal budget. Those funds can be used to give other businesses loans for additional improvements, etc., and said that only a small percentage could be utilized to support an administrative person to help with audits and things. The bulk of that money is only for us to have to delve out to other businesses he pointed out and does not go towards offsetting any of the expenses in

this budget. This would be a wash from the General Fund to this budget. He said we might be able to increase the support for MOXIE days.

Mr. Benson said only a very small portion of one loan fund has been used to support the director's salary. He proposed in the future, Lisbon lend that money and instead use these TIF revenues to leverage that opportunity. He said its been said that we have all kinds of pools of money; that may have happened 10 or 15 years ago, but it's not happening right now. He proposed we lend out the money set aside to support the director from the Rural Development Intermediary Re-lending Program and market it as available. He would like to target that money for businesses so that they can create jobs and invest in our community.

Councilor Pomelow said she believed that the \$36,381 figure used in tonight's presentation is about 10% of the co-curricular budget in the School Department; that is 10% of what this town contributes above and beyond what's paid for or reimbursed by the EPS and education. It's also my understanding, she said, that the decrease in State Revenue Sharing Subsidy is money that we loose and could be kept in this community and we end up paying more money to the County of Androscoggin. It only makes sense that we would want to keep all of these dollars in this community, she said. What we need to understand when we look at the municipal and school budgets is that 80% of these budgets are salaries and benefits and if we are talking about a 1.75% increase in pay and we have increases in health insurance, we need to understand that that's where the biggest part of our budget is coming from. She pointed out that we are talking about \$50,000 in comparison to a \$7 million dollar budget.

Councilor Mason requested that Mr. Benson explain what is coming out of Economic Development. We have a budget for Economic Development and from my understanding, the budget we have now would come out of this program. It's not over and above that. Mr. Benson said it is simply replacing what you are typically paying for from the General Fund. Instead of typically paying for it from the General Fund, you would be paying for it from a dedicated development fund. You are not paying any more than you have ever paid. Again, the budget is an annual decision made through our typical municipal budget process.

Councilor Larochelle said that one thing he had learned from Mr. Benson and the previous directors is that unfortunately we have not taken advantage of this scenario we could be in. We are actually doing something that we were intended to do, but not doing it wisely, he said, we are not getting the big bang for the buck. We have heard this before and we really need to move forward and make this better, he added. As Councilor Pomelow has pointed out before, he said, the biggest way we can fix our budget is with revenue; it's not the idea that we are stealing money from the Town of Lisbon to pay for a department, it's the idea of using money in town smartly to make more money and to bring more money in. He said anything we can do to support Mr. Benson and hopefully give him a better run at it than we have done in the past, he would support.

Councilor Lunt said from what he could see it looked like basically a wash. There are a lot of figures there that aren't just in the salary line that would be cancelled out here, he added. It's not like we are adding a \$110,000 in new spending for economic development, he added, we are just trying to basically shield that extra money and get back the \$40,000 or so in extra revenue from the state.

Order passed - Vote 6-1. (Against: Cote)

Dated this 17th day of February, 2011



Twila D. Lycette, Lisbon Town Clerk



STATE OF MAINE
 DEPARTMENT OF
 ECONOMIC AND COMMUNITY DEVELOPMENT
 33 STONE STREET
 59 STATE HOUSE STATION
 AUGUSTA, MAINE
 04333-0059

2ND AMENDMENT EXHIBIT E

ANGUS S. KING, JR.
 GOVERNOR

THOMAS D. MCBRIERTY
 COMMISSIONER

March 27, 1998

Curtis Lunt, Town Manager
 Town of Lisbon
 24 Main Street
 Lisbon Falls, Maine 04252

Dear Mr. Lunt:

The Maine Department of Economic and Community Development has reviewed and accepted the Town of Lisbon's application to amend the Dingley Press Municipal Development Tax Increment Financing District, effective today. The Town of Lisbon is authorized to capture increased assessed value as set forth within the January 22, 1998 application for amendment, with the tax increment arising therefrom to be used expressly for the activities defined in the Development Program and Financial Plan sections of the original application approved on January 24, 1994 and as amended and approved herein.

This approval is contingent upon our understanding that the tax increment will be held in the form of a Development Program Fund consisting of a Project Cost Account, to be used expressly for the payment of project costs as described in the Development Program of the original application as amended. It is further understood that **the actual use of the Town's Share of project cost account funds, as described in the amended development program, are subject to the further review and approval of the department based upon their compliance with 30-A MRSA §5252 (8).** It is also understood that any additional changes in the Development Program, as defined in the amended application, will require a further amendment to the application.

Sincerely,

Thomas D. McBrierty
 Commissioner



TOWN OF LISBON, MAINE

FIRST AMENDMENT TO

THE DINGLEY PRESS MUNICIPAL DEVELOPMENT

AND TAX INCREMENT FINANCING DISTRICT

DEVELOPMENT PROGRAM

Dated: January 22, 1998

WHEREAS, the Town of Lisbon (the "Town") designated The Dingley Press Municipal Development and Tax Increment Financing District (the "District") by action of the voters of the Town at a Town Meeting held December 7, 1993, and adopted a development program and financial plan for the District (the "Original Development Program"); and

WHEREAS, the Department of Economic and Community Development ("DECD") of the State of Maine approved the designation of said District and adoption of the Original Development Program effective January 24, 1994; and

WHEREAS, Dingley Press ("Dingley") plans to expand its facility in the Town, to acquire certain equipment, including a printing press and a stitcher/binder, for use at its facility and to make significant other capital improvements to the facility (as more specifically described below, the "Expanded Project"); and

WHEREAS, the Town desires to amend the Original Development Program as described in this First Amendment to The Dingley Press Municipal Development and Tax Increment Financing District Development Program (the "Amended Development Program") so as to maintain the substance of the description of the project described in Sections 1.01 and 1.02 therein (the "Original Project"), but to expand the scope of the Original Development Program to include the Expanded Project, and to make such other amendments as may be necessary to reflect incorporation of the Expanded Project into the Original Development Program;

NOW, THEREFORE, the Original Development Program be and hereby is amended in the following respects:

1. The District, as amended hereby, shall have the same boundaries as established in the Original Development Program and described in Exhibits E, F and G thereto. The District, as

amended, shall continue to include the Original Project as well as the Expanded Project and shall not encompass any land not previously included within the District.

2. All references to the Original Project in the Original Development Program (referred to therein as the "Addition" and the "New Press") not otherwise explicitly amended by this Amended Development Program, are amended to include, where appropriate, references to the Expanded Project described herein.

3. Wherever this Amended Development Program replaces a Section, paragraph, or provision of the Original Development Program in part or in its entirety, such replaced Section, paragraph, or provision of the Original Development Program shall, where appropriate and as required by the context, be deemed to remain in place as descriptive of the Original Project. The Section, paragraph, or provision inserted by this Amended Development Program shall be read as an overlay to the Original Project described in the Original Development Program and shall be read as descriptive of the Expanded Project.

4. Section 1.01 is amended to include the following as a new paragraph at the end of that Section:

"In addition, costs of the Project include the construction, acquisition and installation of (a) 104,000 square feet of additional space at Dingley's facility, which expansion is expected to be conducted in two phases (the "Expansion"), (b) a new eight-unit Heidelberg press (purchased in two stages of four units each) (the "Press"), (c) additional stitching/bindery equipment (the "Bindery"), (d) various other equipment and (e) all other investment in the District. The foregoing is the Expanded Project and, together with the project described in the immediately preceding paragraph, is the Project."

5. The last two paragraphs of Section 1.02 are amended to read as follows with respect to the Expanded Project:

"Under the Amended Development Program, Dingley intends to expand its printing and catalog capabilities by adding additional production capacity. Completion of a portion of the Expanded Project will result in additional investment of approximately

\$25.7 million, which together with investment on the Original Project will total approximately \$31.7 million. In addition to the foregoing, Dingley also anticipates making regular annual capital investments in the District which investments are part of the Expanded Project and will be retained as captured assessed value by the District. An important incentive for the Town in approving this Expanded Project is the projection that the Expanded Project will create significant new job opportunities in the Town of Lisbon which will represent a significant enhancement to the economy of the Town. Expansions by Dingley in the past have consistently lead to significant new employment opportunities and the economic benefits associated therewith. Dingley’s estimate that approximately 100 new jobs will be created by the implementation of this Expanded Project represents a significant and welcome benefit to the Town and its citizens. Accordingly, implementation of the District and construction of the Project will provide significant economic benefit to the Town through both increased employment and an increased and improved tax base.”

6. Section 1.03 is amended to read as follows with respect to the Expanded Project

after Table No. 1:

“The following is a brief summary of the financial plan for the Expanded Project. Dingley expects, as part of the Expanded Project, to make other capital investment in the District on a regular basis throughout the life of the District, which will generate TIF Revenues and Dingley has not included an estimate of those amounts in the TIF projections. Table No. 1A below is a summary of the sources and uses of funds associated with the Expansion, Press and Bindery portion of the Expanded Project. As Table No. 1A shows: the total anticipated investment within the District in the five years commencing on the date approval by the State of Maine Department of Community and Economic Development is \$25.7 million. Note that Dingley also anticipates that as part of the Expanded Project captured by the District, it will make additional capital investment in the District over the balance of the life of the District.

**TABLE NO. 1A
SUMMARY OF SOURCES AND USES OF FUNDS
FOR EXPANDED PROJECT**

DEVELOPMENT COSTS					
	Municipal TIF	Private Funds		Other	
Activity	Proceeds	Equity*	Bank(s)*	(Specify)	Total
1. Land Acquisition					
2. Building Acquisition					

* Projected; source of funds subject to change.

3. Relocation of Persons and Business					
4. Clearance & Demolition					
5. Street & Site Improvements					
6. Water & Sewer Improvements					
7. Building Construction	\$412,989			\$3,662,011	\$4,075,000
8. Parking Facilities					
9. Capital Equipment	\$2,189,702			\$19,416,298	\$21,606,000
10. Professional Fees					
11. Administrative Costs					
12. Discretionary Payments					
13. Other Costs					
TOTAL	\$2,602,691			\$23,078,309	\$25,681,000

As part of the Amended Development Program, Dingley requests that the Town assist in the financing of the Expanded Project by entering into a credit enhancement agreement between Dingley and the Town with respect to the Expanded Project (the "Second Credit Enhancement Agreement"). Under the Second Credit Enhancement Agreement, the Town will retain 100% of the captured assessed value in the District and over the life of the District allocate to Dingley 50% of the aggregate tax increment revenues generated by any and all investment in the District, including the Expanded Project ("TIF Revenues"). The Original Development Program and the credit enhancement agreement entered into between Dingley and the Town with respect to the Original Project will remain in place.

In addition to the TIF revenues generated by the Original Project, the District is projected to generate TIF Revenues of approximately \$2,603,000 from the Expansion, Press and Bindery portion the Expanded Project.¹ The Town acknowledges and agrees that TIF Revenues from the Expanded Project will be used by Dingley either to assist it in amortizing costs of the Original Project and/or the Expanded Project or as direct payments toward or reimbursement for the cost of either the Original Project or the Expanded Project. The costs so financed, however, will represent only a portion of Dingley's cost of the Original Project and the Expanded Project. All additional costs,

¹ Note that all future investments in the District will be captured in the District, although an estimate of such costs are not included in the TIF Revenue projections.

projected to be approximately \$23 million for the Expanded Project will be the responsibility of Dingley.

The Town in retaining 100% of the captured assessed value of the District, related to the Expanded Project and any future investments in the District, for the term of the Expanded Project, intends to use Tax Increment revenues in excess of those paid to Dingley to pay "project costs" as that term is defined in 30-A M.R.S.A. Section 5252(8). The Tax Increment on the captured assessed value that is not allocated to Dingley will be placed in the Town Subaccount of the Project Cost Account. This Subaccount will be held by the Town free and clear of any interest of Dingley and will be used to pay all or any part of the following: (A) the cost of public improvements including transportation, infrastructure and public safety projects which may relate to Dingley's Expanded Project; (B) the development of new employment and economic opportunities in the Town, including the capitalization of an Economic Development Fund, broadening the Town's tax base, and improving the general economy of the Town; and (C) other costs that constitute project costs. To the extent that funds in the Subaccount are being spent for project costs which involve capital expenditures, the Town will utilize its usual and customary procedures in authorizing the specific projects and expenditures associated with those projects as well as any methods, terms and conditions of financing that may be applied to a specific project."

7. Section 2.01 is amended to read as follows with respect to the Expanded Project:

"Section 2.01. Cost Estimates for Development Program. Estimated costs of the Expansion, Press and Bindery portion of the Expanded Project described in this Amended Development Program exceed \$25 million, in addition to the \$6 million projected for the Original Project. A more detailed summary of development costs for the Expanded Project to be incurred in the first five years commencing from the date of approval by the State of Maine Department of Economic and Community Development is set out in Table No. 1A above. A more detailed description of TIF projections with respect to Expanded Project as described in this Amended Development Program is attached as Schedule 1 hereto."

8. Section 2.02 is amended to read as follows with respect to the Expanded Project:

"Section 2.02. Indebtedness. As reflected in Table No. 1A above, in addition to the TIF Revenues described in the Original Development Program, approximately \$23.1 million of the estimated \$25.7 million cost to be incurred with the first five years of the Amended Development Program will be privately financed by Dingley. Dingley is responsible for arranging any additional financing necessary to complete any additional capital investment projected to occur during the balance of the life of the District. The Town will not be responsible for any funds necessary to complete the Project in excess of Dingley's allocation of TIF Revenues.

9. Section 2.03 is amended to read as follows with respect to the Expanded Project, including any additional capital investment made in the District during the term of the District:

“Section 2.03. Sources of Anticipated Revenues. The sources of anticipated revenues generated by the District and to be used to pay Dingley under the Second Credit Enhancement Agreement are (i) TIF Revenues on retained captured assessed values, which will be deposited as received into the District’s Development Program Fund, and (ii) earnings on amounts in the Development Program Fund. Dingley will be responsible for making all arrangements for, and payments with respect to, any indebtedness incurred to fund the Project.

The District will encompass the same 15 acres of taxable property designated by the Original Development Program. The Original Assessed Value established by the Original Development Program was \$6,269,680. That Original Assessed Value shall continue to apply to the Original Project under the Original Development Program and the First Credit Enhancement Agreement. A separate Original Assessed Value shall be established to be applied to the Expanded Project, including all future capital investment as described herein. The Original Assessed Value applicable to this Amended Development Program and the Expanded Project is \$13,925,410, the assessed value of the District as of April 1, 1997. See the Town Assessor’s certification attached hereto as Schedule 2. TIF Revenues generated by the Expanded Project and all other capital investments in the District (other than the Original Project) will be captured under this Amended Development Program to the extent that the then-current assessed value exceeds the Original Assessed Value established hereby. The Town will capture one hundred percent (100%) of the increase in assessed value in the District and allocate the TIF Revenues between Dingley and the Town as described in Table No. 2 below.

The Expansion, Press and Bindery portion of the Expanded Project is expected to produce an annual average retained captured assessed value for the Town of just over \$12 million in each of the twenty (20) years of the District’s life. This new retained captured assessed value will produce average annual TIF Revenues of approximately \$260,269 (in addition to the TIF Revenues generated by the Original Project and the future investment component of the Expanded Project). This Amended Development Program requires the establishment of a Development Program Fund consisting of (a) a Project Cost Account (with a Dingley Subaccount and a Town Subaccount) pledged to and charged with payment of project costs and (b) a Sinking Fund Account to pay debt service on any Town related debt. **It is not currently expected that the Town will issue any debt with respect to the District.**

Fifty percent (50%) of the aggregate TIF Revenues generated by the Expanded Project as well as any other investments made in the District) over the life of the District (projected to be \$2,613,009 with respect to the Expanded Project), will be deposited in the Dingley Subaccount and paid to Dingley to be used to pay a portion of the costs of the Expanded Project pursuant to the Amended Credit Enhancement Agreement. The balance of the TIF Revenues will be deposited in the Town Subaccount and applied to

pay a portion of the costs of certain Town Projects of the type described above in Section 1.03. Any such Town Project is subject to approval by the Town. The Amended Credit Enhancement Agreement shall provide for payment to Dingley of its portion of the TIF Revenues deposited in the Dingley Subaccount within thirty (30) days following payment of the associated property taxes.

The following Table No. 2 reflects the annual percentage allocation and projected dollar allocation of TIF Revenues to Dingley and the Town.

TABLE NO. 2
ANNUAL PROJECTION AND ALLOCATION OF TIF REVENUES

Year	Company TIF Revenues %	Projected Amount	Town TIF Revenues %	Projected Amount
1	50.00%	\$145,470.50	50.00%	\$145,471
2	50.00%	\$130,527.00	50.00%	\$130,527
3	50.00%	\$220,767.00	50.00%	\$220,767
4	50.00%	\$197,540.50	50.00%	\$197,541
5	50.00%	\$174,314.00	50.00%	\$174,314
6	50.00%	\$151,087.50	50.00%	\$151,088
7	50.00%	\$127,861.00	50.00%	\$127,861
8	50.00%	\$119,578.00	50.00%	\$119,578
9	50.00%	\$111,295.50	50.00%	\$111,296
10	50.00%	\$111,295.50	50.00%	\$111,296
11	50.00%	\$111,295.50	50.00%	\$111,296
12	50.00%	\$111,295.50	50.00%	\$111,296
13	50.00%	\$111,295.50	50.00%	\$111,296
14	50.00%	\$111,295.50	50.00%	\$111,296
15	50.00%	\$111,295.50	50.00%	\$111,296
16	50.00%	\$111,295.50	50.00%	\$111,296
17	50.00%	\$111,295.50	50.00%	\$111,296
18	50.00%	\$111,295.50	50.00%	\$111,296
19	50.00%	\$111,295.50	50.00%	\$111,296
20	50.00%	\$111,295.50	50.00%	\$111,296
Total	50.00%	\$2,602,691	50.00%	\$2,602,691
Annual	50.00%	\$130,135	50.00%	\$130,135

Background information and detail for certain of the information contained in the foregoing table is set forth in Schedule 1 attached hereto.”

10. Section 2.04 of the Original Development Program is amended to read as follows with respect to the Original Project and the Expanded Project:

“Section 2.04. Financial and Statistical Data. A summary of financial and statistical information relating to the District's satisfaction of certain conditions imposed under Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District is set forth in Schedule 3 hereto. Additional information is set out below:

(a)	Total value of equalized taxable property in the Town as of April 1, 1997	\$296,350,000
(b)	Aggregate value of equalized taxable property in all existing and proposed tax increment financing districts in Lisbon as of the April 1st preceding each respective district's designation	\$13,925,410*
(c)	Percentage of total value of equalized taxable property represented by aggregate value of all equalized taxable property in all existing and proposed tax increment financing districts (<u>i.e.</u> , item (b) divided by item (a) expressed as a percentage)	4.699%
(d)	Total acreage of Town of Lisbon:	15,000 acres
(e)	Total acreage of District	15 acres
(f)	Total acreage of all tax increment financing districts within the Town of Lisbon including all proposed districts:	15 acres
(g)	Ratio of total acreage of the District to the total acreage of the Town of Lisbon	0.10%
(h)	Ratio of total acreage of all existing and proposed development districts within the Town of Lisbon to the total acreage of the Town of Lisbon	0.32%
(i)	Aggregate original principal amount of municipal indebtedness financed by the proceeds from existing tax increment financing districts within Androscoggin County does not exceed \$50,000,000.	

See the list of currently existing tax increment financing districts attached as Schedule 4.

11. Attached hereto as Schedule 2 is a Certification of Original Assessed Value

executed by the Town Assessor of Lisbon in accordance with the requirements of 30-A M.R.S.A.

§ 5254(2) certifying that the original assessed value of the District, as reconfigured, as of April 1, 1997, is \$13,925,410.

12. Table No. 5 in Section 2.05 of the Original Development Program is hereby amended to read as follows with respect to the Expanded Project:

**TABLE NO. 5
TAX SHIFTS**

<u>Tax Shift Item</u>	<u>Average Annual Amount</u>	<u>Total Undiscounted Amount</u>
Educational Aid	\$79,001	\$1,580,010
County Tax	\$22,029	\$440,585
State/Municipal Revenue Sharing	\$30,409	\$608,189
Total All Tax Shifts	\$131,439	\$2,628,784

13. Section 2.06 is amended to read as follows:

“The District and this Amended Development Program shall continue in effect until twenty (20) years from the date the Amended Development Program is approved by the DECD.”

14. Except as expressly amended hereby, the Original Development Program is hereby ratified and confirmed in all respects.

15. Municipal approvals of the Amended Development Program are described below:

a. Public hearing: Attached hereto as Schedule 5 is a copy of the Notice of Public Hearing held in accordance with the requirements of 30-A M.R.S.A. § 5253. The Notice was published in the *Lewiston Sun-Journal* and *The Brunswick Times-Record*, both newspapers of general circulation in Lisbon, Maine, on December 13, 1997, a date at least ten (10) days prior to the public hearing. A public hearing was held prior to a special meeting of the Board of Selectmen on December 23, 1997.

(..continued)

This amount incorporates the Original Assessed Value used to calculate the Tax Increment

b. Authorizing votes: Attached hereto as Schedule 6 is a copy of the votes adopted at a Special Town Meeting of the Town of Lisbon at a meeting thereof duly called and held on January 22, 1998, adopting the First Amendment to the District's Development Program.

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(..continued)
generated by the Original Development Program.

The Dingley Press
TIF Projections

TIF Year	Tax Year (4/1 - 3/31)	Projected Annual Investment		Cumulative Investment	Projected Increase in Assessed Value		Real Estate	Personal Property	Total	Assessed Value Retained in TIF	% of Increase Retained	Annual TIF Revenues	Company TIF Revenues		Town TIF Revenues	
		Real Estate	Personal Property		%	Amount							%	Amount		
base	1997-1998	\$0	\$0	\$0	-	-	-	-	-	-	-	-	-	-	-	-
	1998-1999	\$1,075,000	\$13,901,000	\$14,976,000	-	-	-	-	-	-	-	-	-	-	-	-
1	1999-2000			\$14,976,000	\$1,021,250	\$12,510,900	\$1,021,250	\$13,532,150	\$13,532,150	\$13,532,150	100%	\$290,941	50.00%	\$145,470.50	50.00%	\$145,471
2	2000-2001	\$3,000,000	\$7,705,000	\$25,681,000	\$1,021,250	\$11,120,800	\$1,021,250	\$12,142,050	\$12,142,050	\$12,142,050	100%	\$261,054	50.00%	\$130,527.00	50.00%	\$130,527
3	2001-2002			\$25,681,000	\$3,871,250	\$16,665,200	\$3,871,250	\$20,536,450	\$20,536,450	\$20,536,450	100%	\$441,534	50.00%	\$220,767.00	50.00%	\$220,767
4	2002-2003			\$25,681,000	\$3,871,250	\$14,504,600	\$3,871,250	\$18,375,850	\$18,375,850	\$18,375,850	100%	\$395,081	50.00%	\$197,540.50	50.00%	\$197,541
5	2003-2004			\$25,681,000	\$3,871,250	\$12,344,000	\$3,871,250	\$16,215,250	\$16,215,250	\$16,215,250	100%	\$348,628	50.00%	\$174,314.00	50.00%	\$174,314
6	2004-2005			\$25,681,000	\$3,871,250	\$10,183,400	\$3,871,250	\$14,054,650	\$14,054,650	\$14,054,650	100%	\$302,175	50.00%	\$151,087.50	50.00%	\$151,088
7	2005-2006			\$25,681,000	\$3,871,250	\$8,022,800	\$3,871,250	\$11,894,050	\$11,894,050	\$11,894,050	100%	\$255,722	50.00%	\$127,861.00	50.00%	\$127,861
8	2006-2007			\$25,681,000	\$3,871,250	\$7,252,300	\$3,871,250	\$11,123,550	\$11,123,550	\$11,123,550	100%	\$239,156	50.00%	\$119,578.00	50.00%	\$119,578
9	2007-2008			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
10	2008-2009			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
11	2009-2010			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
12	2010-2011			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
13	2011-2012			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
14	2012-2013			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
15	2013-2014			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
16	2014-2015			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
17	2015-2016			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
18	2016-2017			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
19	2017-2018			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
20	2018-2019			\$25,681,000	\$3,871,250	\$6,481,800	\$3,871,250	\$10,353,050	\$10,353,050	\$10,353,050	100%	\$222,591	50.00%	\$111,295.50	50.00%	\$111,296
	2019-2020															
	2020-2021															
		\$4,075,000	\$21,606,000		\$71,725,000	\$170,385,600	\$71,725,000	\$242,110,600	\$242,110,600	\$242,110,600		\$5,205,383	50.00%	\$2,602,691	50.00%	\$2,602,691
								\$12,105,530	\$12,105,530	\$12,105,530		\$260,269	50.00%	\$130,135	50.00%	\$130,135

ASSUMPTIONS
 Years in projection 20
 Mill Rate (per Thousand) \$21.50
 Present Value Factor 8.00%
 Property Appreciation and Depreciation based on Discussions with Town Assessor

**The Dingley Press
TIF Projections**

Schedule 1

Total Tax Shift	Education Shift	Revenue Sharing Shift	County Tax Shift
--	--	--	--
--	--	--	--
\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0
\$96,705	\$45,967	\$33,487	\$17,251
\$133,391	\$83,810	\$33,487	\$16,094
\$169,570	\$111,159	\$30,181	\$28,230
\$202,538	\$126,564	\$49,706	\$26,268
\$180,658	\$111,774	\$44,779	\$24,104
\$158,495	\$96,984	\$39,785	\$21,726
\$136,013	\$82,171	\$34,722	\$19,120
\$124,284	\$76,107	\$29,588	\$18,588
\$116,618	\$70,893	\$27,740	\$17,985
\$114,992	\$70,416	\$25,883	\$18,692
\$115,727	\$70,416	\$25,883	\$19,427
\$116,491	\$70,416	\$25,883	\$20,192
\$117,285	\$70,416	\$25,883	\$20,986
\$118,111	\$70,416	\$25,883	\$21,811
\$118,968	\$70,416	\$25,883	\$22,669
\$119,860	\$70,416	\$25,883	\$23,560
\$120,787	\$70,416	\$25,883	\$24,487
\$121,750	\$70,416	\$25,883	\$25,450
\$122,751	\$70,416	\$25,883	\$26,451
\$123,791	\$70,416	\$25,883	\$27,492
\$2,628,784	\$1,580,010	\$608,189	\$440,585
\$131,439	\$79,001	\$30,409	\$22,029

SCHEDULE 2

**CERTIFICATE
LISBON, MAINE
ASSESSOR**

The undersigned Assessor for the Town of Lisbon, Maine, does hereby certify pursuant to the provisions of 30-A M.R.S.A. §5254 that the assessed value of the First Amended Dingley Press Municipal Development and Tax Increment Financing District as described in the First Amendment to Dingley Press Municipal Development and Tax Increment Financing District Development Program, to which this Certificate is included, was \$13,925,410 as of April 1, 1997.

IN WITNESS WHEREOF, this Certificate has been executed as of this 22nd day of January, 1998.

ASSESSOR

A handwritten signature in cursive script, written in black ink, positioned above a horizontal line that serves as a signature line.

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SCHEDULE 3

**DINGLEY PRESS MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

1. Total acreage of municipality:	15,000 acres
2. Total acreage of proposed municipal tax increment financing district	15 acres
3. Percentage of total acreage in proposed municipal tax increment financing district: (Line 1 divided by Line 3, cannot exceed 2%)	0.10%
4. Total acreage of all existing and proposed municipal tax increment financing districts in the municipality:	15 acres
5. Percentage of total acreage in all existing and proposed municipal tax increment financing districts: (Line 4 divided by Line 1, cannot exceed 5%)	0.10%
6. Total acreage of all real property in the proposed tax increment financing district that is:	
(a) Blighted: Line 6.a divided by Line 2:	0 acres 0%
(b) In need of rehabilitation or conversion: Line 6.b divided by Line 2:	0 acres 0%
(c) Suitable for industrial sites: Line 6.c divided by Line 2:	15 acres 100%
The percentage resulting from either 6.a, 6.b or 6.c must be equal or exceed 25%	

SCHEDULE 4

**DINGLEY PRESS MUNICIPAL DEVELOPMENT AND
TAX INCREMENT FINANCING DISTRICT DEVELOPMENT PROGRAM**

**TAX INCREMENT FINANCING DISTRICTS APPROVED
BY THE STATE OF MAINE**

MUNICIPALITY	DATE APPROVED	MUNICIPAL DEBT AMOUNT	DEBT TERM	PROJECT DESCRIPTION
Saco York County	06/05/85	\$1,200,000	15 years	Sewer treatment plant and pump station
Rockland Knox County	06/05/85*	\$55,000	3 years	Van Baalen Pacific Expansion: fire protection booster pump
Gardiner Kennebec County	08/29/85	\$450,000	10 years	Associated Grocers Warehouse: water main and pump station
Scarborough Cumberland County	01/24/86	\$722,905	20 years	Pittsfield center facility
Brewer Penobscot County	04/09/86	\$1,750,000	15 years	Leaforder Z/F: construction of building and purchase of machinery and equipment
Caribou Aroostook County	04/17/86	\$300,000	10 years	Caribou Motor Inn: sewer line extension
Scarborough Cumberland County	04/17/86	\$4,455,000	20 years	Eight Corners Development Area (Payne Road): sewer/water
Saco York County	12/31/86	\$3,000,000	15 years	Relocation of utility lines and dredging of Saco River
South Portland Cumberland County	03/31/87	\$0***	15 years	Sable Oaks Subdivision: widen public road
Wilton Franklin County	10/23/87	\$110,000	20 years	Sewer and water line extensions and pump station
Bath Sagadahoc County	07/05/88**	\$5,000,000	20 years	Office/retail building, parking
Pittsfield Somerset County	08/23/88 amended 9/11/95	\$110,000	3 years	Land purchase
Brunswick Cumberland County	03/21/89	\$1,500,000	20 years	Sewer line extension
Auburn Androscoggin County	05/12/89	\$500,000	20 years	Sewer and water line extension, roadway construction
Freeport Cumberland County	08/16/89	\$1,100,000	20 years	Sewer line and roadway improvements
Topsham Sagadahoc County	05/12/89	\$1,675,000	20 years	Numerous infrastructure improvements
Auburn Androscoggin County	11/01/89	\$7,309,000	20 years	Land acquisition, street, site, water, sewer improvements
Brewer Penobscot County	11/29/89	\$1,000,000	7 years	Land, building, and machinery and equipment acquisition
Pittston Kennebec County	03/19/90	\$5,000,000	18 years	Numerous infrastructure improvements
Old Orchard Beach York County	03/26/90	\$3,391,000	20 years	Sewer and downtown improvements

MUNICIPALITY	DATE APPROVED	MUNICIPAL DEBT AMOUNT	DEBT TERM	PROJECT DESCRIPTION
Wilton Franklin County	07/20/90	\$900,000	10 years	Purchase of machinery and equipment
Old Town Penobscot County	11/02/90**	\$39,390,000	22 years	James River Corporation: paper machine purchase
Presque Isle Penobscot County	4/6/92; amended 6/15/92	\$452,000	3 years	Aroostook County Mall; rail relocation and Maysville St. reconstruction
Waterville Kennebec County	09/30/92 amended 12/19/94	\$500,000	15 years 18 years	Build Wal-Mart; widen/construct road, traffic signal Increase CAV to 80%; extend term to 18 years; establish downtown job retention fund
Auburn Androscoggin County	02/23/93	\$2,000,000	20 years	Stone & Webster infrastructure
Lewiston Androscoggin County	06/03/93	\$3,628,231	15 years	Lewiston Raceways Development: road/utilities
Lisbon Androscoggin County	01/24/94	\$0***	20 years	Dingley Press: expansion; equipment
Standish Cumberland County	01/24/94**	\$500,000	20 years	Cargill Park: boat ramp, town park
North Berwick York County	03/14/94	\$600,000	20 years	Hussey Seating: expansion and equipment
North Berwick York County	03/14/94	\$0***	20 years	Pratt & Whitney: equipment purchase
Pittsfield Somerset County	03/30/94; amended 9/14/95	\$0***	12 years	E.G. Morse Building: acquisition, rehabilitation and lease of building
Portland Cumberland County	03/30/94	\$0***	20 years	Nichols-Portland: building and equipment
South Portland Cumberland County	03/30/94 amended 11/06/95	\$4,000,000	10 years	National Semiconductor: expansion and capital equipment; municipal sewer
Sanford York County	03/30/94	\$0***	10 years	Global Zero: plant expansion
Houlton Aroostook County	05/11/94	\$159,000; additional debt to be incurred in 1995	11 years	Smith & Wesson: plant expansion
Houlton Aroostook County	05/11/94		10 years	Smith & Wesson: equipment purchase
Bangor Penobscot County	07/11/94	\$0***	20 years	B.I.A./General Electric TIF
Portland Cumberland County	08/02/94	\$0***	11 years	Longfellow, Inc.
Portland Cumberland County	08/31/94	\$0***	15 years	UNUM: building expansion
Bangor Penobscot County	11/21/94	\$0***	10 years	B.I.A./General Electric STIF.
Windham Cumberland County	12/29/94	\$0***	5 years	Wal-Mart/Shaw's complex: funding of extensive groundwater studies in the district
Sanford York County	12/29/94	\$0***	15 years	Millrock Corp.: expansion TIF and STIF
Bangor Penobscot County	02/28/95	\$600,000	20 years	Development of Waterworks site

MUNICIPALITY	DATE APPROVED	MUNICIPAL DEBT AMOUNT	DEBT TERM	PROJECT DESCRIPTION
Guilford Piscataquis County	02/28/95 amended 10/25/95	\$7,100,000	20 years	Guilford of Maine, Inc.: building construction; M&E
Brunswick Cumberland County	03/15/95	\$1,500,000	20 years	Building construction for Brunswick Technologies
Rockland Knox County	03/23/95	\$0***	15 years	Van Baalen: warehouse expansion
Westbrook Cumberland County	04/25/95	\$0***	15 years	Acadia Insurance Company and Glassworld: building and equipment
Madison Somerset County	05/10/95	\$0***	5 years	Madison Paper Industries: building expansion and grinder purchase
Biddeford York County	06/22/95	\$0***	20 years	Biddeford Industrial Park; expansion of Volk Packaging and other businesses
Lewiston Androscoggin County	06/30/95	\$950,000	15 years	Montello Heights Adult Living Complex \$750,000 Bond issue
Bangor Penobscot County	06/30/95	\$975,000	20 years	Main Street Development District: construction of Shaw's supermarket and related redevelopment costs
Portland Cumberland County	08/08/95	\$0***	15 years	Auto Europe: renovation of Galt Block on Commercial Street
Winslow Kennebec County 3 districts	09/13/95	\$0***	20 years	Scott Paper Co.; \$47M upgrade of recycled fiber facility, paper machine and tissue converting equipment
Biddeford York County	10/24/95	\$0***	20 years	Airport Industrial Park - Atlantic Precision Products. CEA. 75% CAV.
Biddeford York County	10/24/95	\$0***	20 years	Airport Industrial Park - Soleras Ltd. CEA. 75% CAV years 1-20, 50% CAV years 11-20
Jay Franklin County 17 Districts	10/30/95	\$0***	20 years	International Paper; \$304 M paper machine upgrade
South Portland Cumberland County	11/20/95	\$0***	15 years	National Semiconductor, \$986 M plant expansion and equipment acquisition over 15 year period
Westbrook Cumberland County	01/17/96	\$0***	20 years	Lanco Assembly Systems: building expansion
Westbrook Cumberland County	01/17/96	\$0***	20 years	Jordan's Meats: warehouse expansion
Sanford York County	02/27/96	\$0***	15 years	Rainbow Rugs: building expansion and equipment acquisition; 95% CAV years 1-5; 90% CAV years 6-10; 85% CAV years 11-15
Brewer Penobscot County	03/29/96	\$0	5 years	CMJ, Inc. CEA; 100% CAV Years 1-4; 29% CAV Year 5
Brewer Penobscot County	03/29/96	\$0	20 years	Brewer Automotive Components: plant expansion; equipment acquisition
Jay Androscoggin County	03/29/96	\$0	20 years	Otis Specialty Papers
Livermore Falls Androscoggin County	03/29/96	\$0	20 years	Otis Specialty Papers
Mars Hill Aroostook	03/23/96	\$1,400,000	15 years	Fresh Way, Inc.; 100% CAV

MUNICIPALITY	DATE APPROVED	MUNICIPAL DEBT AMOUNT	DEBT TERM	PROJECT DESCRIPTION
Topsham Sagadahoc	06/26/96	\$0	20 years	Brunswick-Topsham Bypass/Highlands CEA; 60% CAV. Max. estimated increase in assessed value: \$13,400,000 (beginning year 5)
Winslow Kennebec	10/04/96	\$6,000,000	20 years	Crowe Rope Industries acquisition of site and expansion. 100% CAV, allocated first to debt service, with any remainder to Crowe under CEA. Max. CAV: \$9,000,000
Waterville Kennebec	10/23/96	\$0	20 years	Downtown redevelopment Project. CEA to assist owners renovate/improve retail properties. CAV: 75% years 1-5; 50% years 6-20. Max. estimated increased assessed value: \$5,260,000 (years 3-20)
South Portland Cumberland	01/27/97	\$0	15 years	Cummings Road Business Park; 50% CAV

*Designations expired

**Not funded

***Credit enhancement (no municipal debt)

**PUBLIC NOTICE
TOWN OF LISBON**

Notice is hereby given that the Town of Lisbon will hold a public hearing on December 23, 1997 at 7:00 p.m. in the Community Room, Farwell Mills, 244 Lisbon Road, Lisbon, Maine for purposes of receiving public comments on the adoption of its proposed First Amendment to the Dingley Press Municipal Development and Tax Increment Financing District Development Program, pursuant to the provisions of Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended. The District was designated and the original Development Program was adopted at a Town Meeting held December 7, 1993.

The proposed First Amendment relates to an expansion of The Dingley Press facility on Lisbon Road in Lisbon, Maine and the acquisition of equipment to be used in the facility.

A copy of the proposed First Amendment to the Development Program for the district is on file with the Town Clerk and may be obtained from and reviewed at the offices of the Town Clerk during normal business hours.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard at the hearing.

SCHEDULE 5

**LEGAL ADVERTISEMENT
TOWN OF LISBON
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SCHEDULE 6

**THE TOWN OF LISBON
FIRST AMENDMENT TO THE DINGLEY PRESS
MUNICIPAL DEVELOPMENT AND TAX INCREMENT
FINANCING DISTRICT DEVELOPMENT PROGRAM**

ARTICLE I. Shall the Town of Lisbon, Maine ("Town") adopt a First Amendment to The Dingley Press Municipal Development and Tax Increment Financing District presented to the Town at a Special Town Meeting, such adoption to be pursuant to the following terms and provisions?

WHEREAS, the Town is authorized pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, to designate a specified area within the Town as a Municipal Development and Tax Increment Financing District (the "District") and to adopt a Development Program for such District; and

WHEREAS, there is a need for industrial development in the Town; and

WHEREAS, there is a need to provide continuing employment opportunities for the citizens of the Town and the surrounding region; to improve and broaden the tax base of the Town and to improve the general economy of the Town, the surrounding region and the State of Maine; and

WHEREAS, the expansion will help to provide continued employment for the citizens of the Town and the surrounding region; improve and broaden the tax base in the Town and improve the economy of the Town and the State of Maine; and

WHEREAS, the Town designated the Dingley Press Municipal Development District and Tax Increment Financing District (the "District") and adopted a development program for the District at a Town Meeting held December 7, 1993 (the "Development Program"); and

WHEREAS, the Town has held a public hearing on the question of adopting a First Amendment to the Development Program in accordance with the requirements of 30-A M.R.S.A. § 5253, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to amend the Development Programs for the District to assist with the completion of the Expanded Project as described in the First Amendment to the Development Program; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development, approving the adoption of the above-described amendments to the Development Programs for the Districts;

WHEREAS, there is a need to encourage the expansion, improvement and continuation of manufacturing facilities through the establishment of Municipal Development and Tax Increment Financing Districts in accordance with the provisions of Chapter 207 of Title 30-A; and

WHEREAS, the Town has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5253, upon at least ten (10) days prior notice published in a newspaper of general circulation within the Town; and

WHEREAS, the Town desires to adopt the First Amendment to The Dingley Press Municipal Development and Tax Increment Financing Development Program for the District; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine Department of Economic and Community Development, approving adoption of the Development Program for the District;

NOW, THEREFORE, BE IT HEREBY VOTED BY THE TOWN:

Section 1. The Town hereby finds and determines that:

At least twenty-five percent (25%), by area, of the real property within the District, as hereinafter designated, is suitable for industrial sites as defined in 30-A M.R.S.A. § 5253; and

The total area of the District does not exceed two percent (2%) of the total acreage of the Town, and the total area of all development districts within the Town (including the District) does not exceed five percent (5%) of the total acreage of the Town; and

The aggregate value of equalized taxable property of the District as of April 1, 1997 does not exceed five percent (5%) of the total value of equalized taxable property within the Town as of April 1, 1997; and

The aggregate value of indebtedness financed by the proceeds from tax increment financing districts within Androscoggin County, including the proposed District, does not exceed \$50 million; and

The Town expects that the Development Program will be completed within five (5) years of the designation of the District by the Department of Economic and Community Development; and

The designation of the District and pursuit of the Development Program will generate substantial economic benefits for the Town and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitutes a good and valid public purpose.

Section 2. Pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, the Town hereby adopts the First Amendment to The Dingley Press Municipal Development and Tax Increment Financing Development Program presented to the Town

Meeting in the form attached hereto and such First Amendment to the Development Program is hereby incorporated by reference into this vote as the Development Program for the District.

Section 3. The Town Manager be, and hereby is, authorized, empowered and directed to submit the proposed designation of the District and the proposed Development Program for the District to the State of Maine Department of Economic and Community Development for review and approval pursuant to the requirements of 30-A M.R.S.A. § 5253(1)(F).

Section 4. The foregoing adoption of the First Amendment to the Development Program for the District shall automatically become final and shall take full force and effect upon receipt by the Town of approval of adoption of the First Amendment to the Development Program by the Department of Economic and Community Development, without requirements of further action by the Town, Town Meeting, or any other party.

Section 5. The Town Manager be and hereby is authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as the Department of Economic and Community Development deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Department of Economic and Community Development, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the Development Program.

Section 6. The Town Manager be and hereby is authorized and directed to enter into the Credit Enhancement Agreement contemplated by the Development Program, and in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the said Town Manager may approve, his approval to be conclusively evidenced by his execution thereof.

Dated: January 22, 1998

dingley press.jms.tif development program

AMENDMENT TO LISBON CODE OF ORDINANCES

Chapter 50, Article II, Division 1, Section 50-45

~~Sec. 50-45.— Winter parking between 12:00 midnight and 6:00 a.m.~~

~~The owner or operator of any motor vehicle found parked or left unattended upon any way for a continuous 60-minute period between the hours of 12:00 midnight and 6:00 a.m. of any day during the period from November 1 to April 1 of each year shall, physicians on emergency calls excepted, be punished by a fine as provided in article V of this chapter.~~

(Code 1983, § 9-106)

State Law reference— Snow removal, 29-A M.R.S.A. § 2069.

AMENDMENT TO LISBON CODE OF ORDINANCES

Chapter 10, Article IV, Itinerant Vendors

ARTICLE IV. - ITINERANT VENDORS²

Footnotes:

--- (7) ---

Cross reference— Streets, sidewalks and other public places, ch. 46.

State Law reference— Itinerant vendors, 32 M.R.S.A. § 4681 et seq.

Sec. 10-251. - License required.

No person shall offer for sale any food, drink or merchandise as an itinerant vendor without first obtaining a license from the town council. Landowners offering space for charge for itinerant vendors must obtain a license for the facility which will cover the facility. This pertains to vehicles, pushcarts, temporary stands or other types of distribution units. Promoters of carnivals, festivals or flea markets shall obtain a license for the event which will cover all vendors. ~~For the purposes of this section, Flea Market shall mean an occasional or periodic market held in an open area or within a structure where property owners offer space for charge to individuals/groups to sell goods for sale to the public and the event is held more than seven (7) days in any twelve-month period.~~

(T.M. of 5-20-1996, art. 18; T.M. of 5-15-2007, § 2007-068; C.M. of 3-1-2016, V. 2016-55)

Sec. 10-251.5 - Definitions

Itinerant vendor is defined as any person who engages in a temporary business of selling food, drink or merchandise within the Town of Lisbon, other than at the person's permanent place of business or place of legal voting residence.

Flea market is defined as an occasional or periodic market held in an open area or within a structure where property owners offer space for charge to individuals/groups to sell goods for sale to the public and the event is held more than seven (7) days in any twelve-month period.

Sec. 10-252. - Police department review.

Before receiving a license, the police department will certify that the vendor will not create safety problems for either traffic or pedestrians and that information on file does not indicate that the applicant is a person of bad moral character.

(T.M. of 5-20-1996, art. 18)

Sec. 10-253. - Term of license; fee.

- (a) Every license issued under this article shall be issued only for the following terms, subject to the corresponding fee.

Application fees shall be:

<u>Temporary stands (90 days or less)</u>	<u>\$75.00</u>
6 months itinerant vendor	\$150.00 <u>100.00</u>
12 months itinerant vendor	200.00 <u>150.00</u>
1 week carnivals and festivals	200.00
12-month outdoor flea market	100.00
12-month indoor flea market	200.00
Public records checks	50.00
Junkyard license	100.00

- (b) Municipal organizations or agencies are exempt from fees in this section.
- (c) The town Council may waive fees for charitable and non-profit organizations registered with the Secretary of State and in compliance with the Internal Revenue Service Code Section 501.

(T.M. of 5-20-1996, art. 18; Sel. Ord. of 2-18-2003, § 5.158; Sel. Ord. of 6-21-05, § 5.016; C.M. of 7-1-2014, V. 2014-118; C.M. of 7-7-2015, V. 2015-192; C.M. of 3-1-2016, V. 2016-55)

Sec. 10-254. - Food.

Any vendor serving food shall be considered a victualer and shall be licensed under, and comply with, the provisions of Article V, Victualers.

(T.M. of 5-20-1996, art. 18; T.M. of 11-3-2005, art. 8)

Sec. 10-255. - Revocation of license.

Any license issued under this article may be revoked by the town council after notice and hearing as provided in 30-A M.R.S.A. § 3814.

(T.M. of 5-20-1996, art. 18; T.M. of 5-15-2007, § 2007-068)

Sec. 10-256. - Location.

- (a) No itinerant vendor may occupy an area larger than 144 square feet. The town council may, after public hearing, allow for a larger area to be occupied provided the vendor is located in a private lot and within a zone allowing the proposed use. No vendor may operate within 200 feet, measured by a direct line, of any establishment doing business at a fixed location, which sells the same or similar food or merchandise being sold by the vendor. In addition, no vendor may operate within 100 feet, measured by a direct line, of any other vendor who sells the same or similar food or merchandise. Vendors authorized to participate in carnivals, festivals, mass gatherings or flea markets shall be exempt from this section.
- (b) A full description of the location where the peddling is to be carried out and a letter of agreement from the owner of record of the property where the applicant will be located shall be submitted.

(T.M. of 5-20-1996, art. 18; T.M. of 9-5-2006, § 2006-28)

Sec. 10-257. - Sanitation.

Each vendor shall provide waste receptacles for the use of customers, shall keep the immediate area free of litter, and will provide for the disposal of such waste.

(T.M. of 5-20-1996, art. 18)

Sec. 10-258. - Public hearing.

The initial license under this article shall be issued by the town council after public hearing. The town council may delegate authority to the clerk to issue temporary licenses after meeting all requirements prior to a public hearing. Renewal licenses may be issued by the town council without subsequent public hearing, except that the town council shall have the authority to require a public hearing at the request of the applicant or in circumstances where the town council feels a public hearing would produce information relevant to the license renewal.

(T.M. of 5-20-1996, art. 18; T.M. of 5-15-2007, § 2007-068)

Sec. 10-259. - Amendments.

The town council shall have the further power to adjust the fees and license requirements of this article as appropriate after public hearing.

(T.M. of 5-20-1996, art. 18; T.M. of 5-15-2007, § 2007-068)

Sec. 10-260. – Violation; penalties.

In addition to revocation or suspension of an itinerant vendor's license as provided in section 10-255, the violation of any provision of this article shall be punished by a fine of not less than \$250.00 nor more than \$1500.00 for each offense, plus costs of prosecution including but not limited to attorney's fees. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. Any violation of this article or of any condition or requirement adopted pursuant to these provisions may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings as allowed by state law. All fines and penalties, together with costs of prosecution of violations, shall be recovered for the benefit of the town.

Sec. 10-261. - Enforcement.

This article shall be enforced by the Lisbon Police Chief, the Lisbon Codes Enforcement Officer, their designees, or other appropriate staff member, including legal counsel, for the town. Notice of violations by itinerant vendors of other provisions of the Lisbon Code of Ordinances shall be provided to the police chief, town council, and town attorney.

Secs. 10-~~262~~260—10-290. - Reserved.

Memo: To Diane Barnes, Town Manager

From: Code Enforcement Officer, Dennis J. Douglass

MUBEC Building Standards

The Town of Lisbon has been enforcing the MUBEC code since it was mandated in 2011. The new revised MUBEC code derives from the 2015 International Building Code and was officially adopted on January 23, 2018.

Our existing Building Code ordinance is out of date and needs to be revised to meet the mandate. We have 90 days (April 23, 2018) from January 23, 2018 to enact this revision.

Chapter 1: MAINE UNIFORM BUILDING CODE AND UNIFORM ENERGY CODE - ADMINISTRATIVE PROCEDURES

As of September 28, 2011, the MUBEC must be enforced in a municipality with a population of 4,000 residents or more that had previously adopted any building code on or before August 1, 2008.

No later than July 1, 2012, the MUBEC must be enforced in a municipality with a population of 4,000 residents or more that had not adopted any building code on or before August 1, 2008.

Chapter 54 - BUILDINGS AND BUILDING REGULATIONS¹¹

Footnotes:

--- (1) ---

Cross reference— Manufactured housing, mobile homes and trailers, ch. 22; sanitary sewers, ch. 34; solid waste transfer and recycling, ch. 38; streets, sidewalks and other public places, ch. 46; floods, ch. 58; site plans, ch. 62; subdivisions, ch. 66; zoning, ch. 70, town council rules, regulations and policies for sanitary sewers, ch. 94; town council rules, regulations and policies for solid waste transfer and recycling, ch. 98.

State Law reference— Authority to adopt technical codes by reference, etc., 30-A M.R.S.A. § 3003; board of appeals, 30-A M.R.S.A. § 2691.

ARTICLE I. - IN GENERAL

Secs. 54-1—54-30. - Reserved.

ARTICLE II. - BUILDING CODE¹²

Footnotes:

--- (2) ---

Editor's note— At a special town meeting of Nov. 3, 2005, art. 7, amended Art. II in its entirety to read as herein set out. Former Art. II, §§ 54-31—54-34, pertained to similar subject, and derived from Code 1983, §§ 4-101—4-103; T.M. of May 13, 1995, art. 61, §§ 4-101, 4-103; T.M. of May 15, 1999, art. 59, §§ 4-103, 4-104.

State Law reference— Authority to adopt building code by reference, 30-A M.R.S.A. § 3003; regulation of buildings, 30-A M.R.S.A. § 4101 et seq., Definitions, 10 M.R.S.A. § 9721, Technical Building Codes and Standards Board, 10 M.R.S.A. § 9722.

Sec. 54-31. - Adoption.

In accordance with 30-A M.R.S.A. § 3003, as the same may be amended from time to time, the Maine Uniform Building and Energy Code and its regulated elements ~~the International Building Code 2003 and the International Residential Code 2003, both published by the International Code Council, Inc.,~~ are hereby adopted and incorporated by reference herein, ~~except for such portions as are deleted, modified, or amended in this article,~~ as the minimum standards for the construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, both existing and proposed, located within the Town of Lisbon.

(T.M. of 11-3-2005, art. 7)

~~Sec. 54-32. - Definitions and general provisions.~~

~~The International Building Code and the International Residential Code shall be construed as follows:~~

- ~~(1) *Name of jurisdiction.* Wherever the phrase "name of jurisdiction" appears in the code, "the Town of Lisbon" shall be substituted.~~
- ~~(2) *Name of state.* Wherever the phrase "name of the state" appears in the code, "the State of Maine" shall be substituted.~~

- (3) ~~Department of building safety~~. Wherever the term "department of building safety" appears "the codes enforcement office" shall be substituted.
- (4) ~~Building official~~. Wherever the term "building official" appears in the code, it shall mean the building inspector of the town or his duly authorized representative.
- (5) ~~Electrical Code~~. Wherever the term "ICC Electrical Code" appears in the code, it shall mean the National Electrical Code as adopted by Town of Lisbon.
- (6) ~~Fire Code~~. Wherever the term "International Fire Prevention Code" appears in the code, it shall mean the NFPA Code as adopted by the Town of Lisbon.
- (7) ~~Gas Code~~. Wherever the term "International Fuel Gas Code" appears in the code, it shall mean the NFPA Code as adopted by the Town of Lisbon.
- (8) ~~Plumbing Code~~. Wherever the "International Plumbing Code" appears in the code, it shall mean the State of Maine Plumbing Code.
- (9) ~~Other regulations~~. Wherever the codes refer to "other regulations," "all pertinent laws," or "other provisions of law," such references shall include, at a minimum, the Maine Revised Statutes Annotated, the Private and Special Laws of the State of Maine, regulations of administrative agencies of the State of Maine, other provisions of the code except those deleted, and all of the ordinances of the town.

(T.M. of 11-3-2005, art. 7)

Sec. 54-33. ~~Additions, deletions, insertions and changes to the ICC International Building Code (2003).~~

The ICC International Building Code (2003) is revised as follows:

~~Section 101.4 Referenced codes~~, is amended by adding the following language after the words "each such reference"; "any reference to the ICC Electrical Code, International Fuel Gas Code, International Plumbing Code and International Fire Prevention Code, found in any and all locations in this code, shall be stricken and replaced with the referenced standards described in sections 101.4.1 through and including 101.4.6."

~~Section 101.4.1 Electrical~~, is amended by deleting the words "ICC Electrical Code" and adding, the words "the National Electrical Code as adopted by the Town of Lisbon."

~~Section 101.4.2 Gas~~, is amended by deleting the words "International Fuel Gas Code" and adding the words "the NFPA Code as adopted by the Town of Lisbon."

~~Section 101.4.4 Plumbing~~, is amended by deleting the words "International Plumbing Code", and adding the words "the State of Maine Plumbing Code"; and striking the words "the International Private Sewage Disposal Code" and adding the words "Maine Subsurface Waste Water Disposal Rules."

~~Section 101.4.5 Property maintenance~~, is deleted in its entirety.

~~Section 101.4.6 Fire prevention~~, is amended by deleting the words "International Fire Prevention Code" and adding the words "the NFPA Code as adopted by the Town of Lisbon."

~~Section 102.4 Referenced codes and standards~~, is amended by deleting the words "of this Code shall apply" in the last sentence and adding the words "the more restrictive codes shall apply."

~~Section 102.6 Existing structures~~, is amended by deleting the words "the International Property Maintenance Code or the International Fire Code" and adding the words "the Minimum Standards for Housing and the NFPA Code as adopted by the Town of Lisbon." and by adding the words "and/or the Fire Chief" after the words "building official."

~~Section 103 Department of Building Safety~~, is deleted in its entirety.

~~Section 105.1.1, Annual permit~~, is deleted in its entirety.

~~Section 105.1.2, Annual permit records, is deleted in its entirety.~~

~~Section 105.2(1), is amended by adding the following at the end of the section "Building permits are required for storage sheds that do not exceed _____ sq. ft. These structures are exempt for building code standards but must be reviewed for zoning compliance."~~

~~Section 105.2(2), is amended by deleting the words "not over 6 feet (1829 mm) high."~~

~~Section 105.2(6), is amended by deleting the words "not more than 30 inches (762 mm) above grade and not over any basement or story below grade and which is not part of an accessible route."~~

~~Section 105.2 Electrical, gas and plumbing (work exempt from permits), is deleted in its entirety.~~

~~Section 107.3 Temporary power, is amended by deleting the words "ICC Electrical Code" and substituting therefore "the National Electrical Code as adopted by the Town of Lisbon."~~

~~Section 108.2 Schedule of permit fees, is deleted in its entirety.~~

~~Section 110.0 Certificate of occupancy, is amended by addition of a new subsection (5):~~

~~"Section 110.5 Issuance of certificate : No certificate of occupancy nor temporary certificate of occupancy shall be issued under the provisions of this code where any condition of the building or the property is not in compliance with any other section of the Lisbon Town Code or applicable ordinances."~~

~~Section 111, Service Utilities, is deleted in its entirety.~~

~~Section 112.0 Board of Appeals, is deleted in its entirety and replaced with the following language:~~

~~(1) Any person, firm or corporation aggrieved by a decision of the building official may appeal to the board of appeals as established under section 70-121 of the Lisbon Zoning Ordinance.~~

~~(2) Procedure:~~

~~(a) All appeals shall be based on a written decision of the building official.~~

~~(b) An appeal may be taken within 30 days from the date that the decision appealed from is made by filing a notice of appeal with the building official and paying a filing fee of \$20.00. The notice of appeal shall state the ground for appeal and shall be accompanied by such information as may be required for a clear understanding of the case.~~

~~(c) The board of appeals after a public hearing of which the applicant shall have not less than seven days' notice shall affirm or reverse the decision of the building inspector or may vary the application of any provision of this code in any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this code.~~

~~(d) A decision of the board of appeals to vary the application of any provision of this code or to modify an order of the building inspector shall set forth the nature of the variation, the conditions, if any, upon which it is made, and the reasons therefor.~~

~~(e) The board of appeals shall, in every case, reach a decision without unnecessary delay. Every decision of the board of appeals shall be promptly filed in the office of the building inspector. A copy shall be sent by mail or otherwise delivered to the person filing the appeal.~~

~~(f) If a decision of the board of appeals reverses or modifies the action of the building inspector or varies the application of any provision of this code, the building inspector shall take action promptly in accordance with such decision.~~

~~(g) A person aggrieved by a decision of the board of appeals may, within 30 days after the filing of such decision in the office of the building inspector, appeal to the superior court in accordance with rule 80(B) of the Maine Rules of Civil Procedure."~~

~~Section 113.4 Violation penalties, is deleted and replaced with the following:~~

~~"Any person, firm or corporation who violates any of the provisions of this code or fails to comply with any standards for performance set forth herein, or who violates or fails to comply with any lawful order made pursuant hereto, or who builds inconsistently with any statement of specifications or plans submitted and approved hereunder or in violation of any certificate or permit in force hereunder, shall be punished jointly and severally for each and every violation by a penalty of not less than \$50.00 and not more than \$500.00. Any owner of a building or structure or portion thereof, or of any premises where a violation of this code shall exist, or any other person employed in construction or in any other activity resulting in such violation who knowingly assists in committing the same shall be punished by a fine of not more than \$100.00. A separate offense shall be deemed committed upon each day during or on which prohibited conditions are maintained or a violation occurs or continues.~~

~~Section 114.3 Unlawful continuance, is amended by deleting the words "shall be subject to penalties as prescribed by law"; and by adding the following language at the end of the subsection "shall be subject to action pursuant to Section 113.3 and penalties pursuant to Section 113.4."~~

~~Section 501.1 Scope, is amended by adding the following sentence at the end of the subsection:~~

~~"To the extent the provisions of this Chapter are inconsistent with the provisions of Article _____ of the Town of Lisbon Code, the Town of Lisbon Code shall control."~~

~~Section 2111 Masonry Fireplaces, is deleted in its entirety.~~

~~Section 2112 Masonry Heaters, is deleted in its entirety.~~

~~Section 2113 Masonry Chimneys, is deleted in its entirety.~~

~~Section 2611 Light Transmitting Plastic Interior Signs, is deleted in its entirety.~~

~~Section 3109 Swimming Pool Enclosures and Safety Devices, is deleted in its entirety.~~

~~Section 3309 Fire Extinguishers, is deleted in its entirety.~~

~~Section 3312 Automatic Sprinkler System, is deleted in its entirety.~~

~~Section 3404 Fire Escapes, is deleted in its entirety.~~

~~Section 3409 Accessibility for Existing Buildings, is deleted in its entirety.~~

~~The following chapters of the ICC International Building Code (2003 edition) will be deleted in their entirety:~~

~~"Chapter 7 – Fire Resistance Rated Construction"~~

~~"Chapter 9 – Fire Protection Systems"~~

~~"Chapter 11 – Accessibility"~~

~~"Chapter 13 – Energy Efficiency"~~

~~"Chapter 27 – Electric Wiring, Equipment and Systems"~~

~~"Chapter 28 – Mechanical Systems"~~

~~"Chapter 29 – Plumbing Systems"~~

~~"Chapter 30 – Elevators and Conveying Systems"~~

~~"Chapter 32 – Encroachments into the Public Right Of Way"~~

~~"Appendix A – Employee Qualifications"~~

~~"Appendix B – Board of Appeals"~~

~~"Appendix D – Fire Districts"~~

~~"Appendix E – Supplementary Accessibility Requirements"~~

~~(T.M. of 11-3-2005, art. 7)~~

~~Sec. 54-34. Additions, deletions, insertions and changes to the ICC International Residential Code (2003).~~

~~The International Residential Code (2003 Edition) is amended as follows:~~

~~Section (EB)R102.7 Existing structures, is amended by deleting the words "the International Property Maintenance Code or the International Fire Code" and inserting "the Minimum Standards for Housing and the NFPA Code as adopted by the Town of Lisbon."~~

~~Section R103 Department of Building Safety is deleted in its entirety.~~

~~Section R105.2(1) is amended by adding the following at the end of the section "Building permits are required for storage sheds that do not exceed _____ sq. ft. These structures are exempt for building code standards but must be reviewed for zoning compliance."~~

~~Section R105.2(6) is amended by deleting the language "not more than 30 inches (762 mm) above grade and not over any story below grade and which is not part of an accessible route."~~

~~Section R105.2 Electrical, plumbing and Gas is deleted in its entirety.~~

~~Section R105.3.1.1 Substantially improved or substantially damaged existing structures in areas prone to flooding, is deleted in its entirety.~~

~~Section R106.1 Information for construction in areas prone to flooding, is deleted in its entirety.~~

~~Section R108.0 Fees, is deleted in its entirety.~~

~~Section R109.1.1 Footing/Building Location and Foundation Inspection, is amended by adding the following language before the words "Inspection of the foundation": "Inspection for the building location, relative to the approved site or plot plan, shall be made after the construction area is excavated and any required forms are erected and any required reinforcing steel is in place, and prior to the placing of concrete. All property lines shall be identified for the purpose of determining zoning district setback compliance."~~

~~Section 111, Service Utilities, is deleted in its entirety.~~

~~Section R112.0 Board of Appeals, is hereby repealed and replaced with the following language: "Appeals shall be conducted in accordance with Section 112 of the ICC International Building Code (2003 edition) as adopted for use by the Town of Lisbon."~~

~~Section 113.4 Violation penalties is repealed and replaced with the following:~~

~~"Any person, firm or corporation who violates any of the provisions of this code or fails to comply with any standards for performance set forth herein, or who violates or fails to comply with any lawful order made pursuant hereto, or who builds inconsistently with any statement of specifications or plans submitted and approved hereunder or in violation of any certificate or permit in force hereunder, shall be punished jointly and severally for each and every violation by a penalty of not less than \$50.00 and not more than \$500.00. Any owner of a building or structure or portion thereof, or of any premises where a violation of this code shall exist, or any other person employed in construction or in any other activity resulting in such violation who knowingly assists in committing the same shall be punished by a fine of not more than \$100.00. A separate offense shall be deemed committed upon each day during or on which prohibited conditions are maintained or a violation occurs or continues."~~

~~Section 114.2 Unlawful continuance, is amended by deleting the words "shall be subject to penalties as prescribed by law"; and by adding the following language at the end of the subsection "shall be subject to action pursuant to Section 113.3 and penalties pursuant to Section 113.4."~~

~~Section R302 Location on Lot, is deleted in its entirety.~~

~~Section R307 Toilet, Bath and Shower Spaces, is deleted in its entirety.~~

~~Section R309.2 Separation required, is amended by adding the phrase: "All penetrations shall be protected in accordance with Section 317.3.1.2 of the International Residential Code."~~

~~Section R310.1.1 Minimum opening area, is amended by deleting the following exception: "Exception: Grade floor openings shall have a minimum not clear opening of 5 square feet (0.465 m2)."~~

~~Section R311.4.3 Landing at doors, is amended by adding the following exception: "Exception: A landing is not required at the top of a flight of stairs, provided the door does not swing over the stairs."~~

~~Section R313 Smoke Alarms, is deleted in its entirety.~~

~~Section R315 Flame Spread and Smoke Density, is deleted in its entirety.~~

~~Section R323 Flood Resistant Construction, is deleted in its entirety.~~

The following chapters are deleted in their entirety:

~~"Chapter 10 Chimneys and Fireplaces"~~

~~"Chapter 11 Energy Efficiency"~~

~~"Chapter 12 Mechanical Administration"~~

~~"Chapter 13 General Mechanical System Requirements"~~

~~"Chapter 14 Heating and Cooling Equipment"~~

~~"Chapter 15 Exhaust Systems"~~

~~"Chapter 16 Duct Systems"~~

~~"Chapter 17 Combustion Air"~~

~~"Chapter 18 Chimneys and Vents"~~

~~"Chapter 19 Special Fuel Burning Equipment"~~

~~"Chapter 20 Boilers/Water Heaters"~~

~~"Chapter 21 Hydronic Piping"~~

~~"Chapter 22 Special Piping and Storage Systems"~~

~~"Chapter 23 Solar Systems"~~

~~"Chapter 24 Fuel Gas"~~

~~"Chapter 25 Plumbing Administration"~~

~~"Chapter 26 General Plumbing Requirements"~~

~~"Chapter 27 Plumbing Fixtures"~~

~~"Chapter 28 Water Heaters"~~

~~"Chapter 31—Vents"~~
~~"Chapter 32—Traps"~~
~~"Chapter 33—General Requirements"~~
~~"Chapter 34—Electrical Definitions"~~
~~"Chapter 35—Services"~~
~~"Chapter 36—Branch Circuit and Feeder Requirements"~~
~~"Chapter 37—Wiring Methods"~~
~~"Chapter 38—Power Lighting and Distribution"~~
~~"Chapter 39—Devices and Luminaires"~~
~~"Chapter 40—Appliance Installation"~~
~~"Chapter 41—Swimming Pools"~~
~~"Chapter 42—Class 2 Remote Control, Signaling and Power Limited Circuits"~~
~~"Appendix A"~~
~~"Appendix B"~~
~~"Appendix C"~~
~~"Appendix D"~~
~~"Appendix I"~~
~~"Appendix K"~~
~~"Appendix L"~~

~~(T.M. of 11-3-2005, art. 7)~~

Sec. 54-35. - Standards mandatory.

Except as otherwise expressly provided, all general provisions of this article and the codes incorporated herein are mandatory. Exceptions to general prohibitions or requirements shall be narrowly construed and narrowly applied. Any person asserting that failure to comply with a general prohibition or requirement is authorized by an exception to such general prohibition or requirement shall bear the burden of proof as to such exception.

~~(T.M. of 11-3-2005, art. 7)~~

Sec. 54-36. - Other code and statutory provisions.

Where any other provisions of this Code contain more stringent requirements, compliance with the more stringent requirements shall be required. Where approval of the fire chief, or any other specified town official is required by any provision of this Code as to the subject matter of the permit application, such approval shall be a condition precedent to issuance of the permit under this article. Whenever there is an application for a permit for any structure, other than a single or two-family dwelling, such permit shall

not be issued without the written certificate of the fire chief or his authorized representative that the work described is in compliance with other requirement of this Code or of state law as to fire prevention or exiting.

(T.M. of 11-3-2005, art. 7)

Sec. 54-37. - Violations.

~~Violations of the applicable provisions of either the ICC Building Code or the ICC Residential Code shall be subject to the penalty provisions of section.~~ Violation of any provision of this article shall constitute a civil violation punishable by a fine not exceeding \$100.00 for each offense. Each day that a violation continues shall be treated as a separate offense. All fines collected shall inure to the town.

(T.M. of 11-3-2005, art. 7)

Sec. 54-38. - Municipal plumbing inspection and permit fees.

~~In addition to all other fees hereunder or under any state law, the town shall charge a \$10.00 base fee for plumbing inspections and the following Fees are established for plumbing permits in accordance with the Maine State Plumbing/Subsurface Wastewater Disposal System Permit Fee Schedule.~~

(T.M. of 11-3-2005, art. 7)

Secs. 54-39—54-70. - Reserved.

16 DEPARTMENT OF PUBLIC SAFETY

635 BUREAU OF BUILDING CODES AND STANDARDS

Chapter 5: MAINE UNIFORM BUILDING AND ENERGY CODE AND MAINE UNIFORM BUILDING CODE - RESIDENTIAL BUILDING CODE FOR ONE AND TWO-FAMILY DWELLINGS IN MAINE

SUMMARY: This chapter establishes the Residential Building code component of the Maine Uniform Building and Energy Code (“MUBEC”) and the Maine Uniform Building Code (“MUBC”). The provisions of this chapter are based on a nationally recognized model building code published by the International Code Council, Inc., and is made part of the MUBEC and MUBC through incorporation by reference. This chapter also contains requirements for the enforcement of the Residential Building code by local building officials in municipalities with a population of more than 4,000 residents.

SECTION 1. PURPOSE AND SCOPE

All building construction within a municipality of over 4,000 inhabitants shall be governed by the MUBEC. All other municipalities shall be governed by the MUBEC or the MUBC as adopted by the municipality. These codes are adopted by the Technical Building Codes and Standards Board pursuant to 10 M.R.S. Chapter 1103. The primary objective of the Board is to establish a uniform building code throughout the State of Maine.

This chapter sets forth the standards for residential construction for one and two-family dwellings that are part of the MUBEC and MUBC. It applies to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress and their accessory structures.

SECTION 2. AUTHORITY

The authority for this Chapter is 10 M.R.S. §9722, which provides that the Maine Technical Building Codes and Standards Board shall promulgate rules which adopt, amend, and maintain the Maine Uniform Building and Energy Code and the Maine Uniform Building Code. A municipality will have up to 90 days after the effective date of this rule to begin enforcement under the 2015 code.

SECTION 3. DEFINITIONS

1. **IRC.** “IRC” means the 2015 International Residential Code, published by the International Code Council, Inc.
2. **NFPA.** “NFPA” means The National Fire Protection Association.

3. **MUBEC.** "MUBEC" means the Maine Uniform Building and Energy Code adopted pursuant to 10 M.R.S. §9271, *et seq.*
4. **MUBC.** "MUBC" means Maine Uniform Building Code. "Maine Uniform Building Code" means that portion of the Maine Uniform Building and Energy Code that does not contain energy code requirements as determined by the board pursuant to section 9722, subsection 6, paragraph L.
5. **Technical Building Codes and Standards Board.** "Technical Building Codes and Standards Board" means the board established pursuant to 5 M.R.S. §12004-G, subsection 5-A and 10 M.R.S. §9722.

SECTION 4: INCORPORATION BY REFERENCE

1. The following Chapters of the 2015 International Residential Code, published by the International Code Council, Inc., are hereby adopted and incorporated by reference:
 - A. Chapters 1 - 10
 - B. Chapters 12 - 19
 - C. Chapter 23
 - D. Chapter 41
 - E. Chapter 42
 - F. Chapter 44
 - G. Appendix G
 - H. Appendix V-As Attached
2. The following Chapters, and all appendices, of the IRC are specifically excluded from adoption:
 - A. Chapter 11 Energy Efficiency
 - B. Chapter 20 Boilers and Water Heaters
 - C. Chapter 21 Hydronic Piping
 - D. Chapter 22 Special Piping and Storage Systems
 - E. Chapter 24 Fuel Gas
 - F. Chapter 25 Plumbing Administration
 - G. Chapter 26 General Plumbing Requirements
 - H. Chapter 27 Plumbing Fixtures
 - I. Chapter 28 Water Heaters
 - J. Chapter 29 Water Supply and Distribution
 - K. Chapter 30 Sanitary Drainage
 - L. Chapter 31 Vents
 - M. Chapter 32 Traps
 - N. Chapter 33 Storm Drainage
 - O. Chapter 34 General Requirements
 - P. Chapter 35 Electrical Definitions
 - Q. Chapter 36 Services
 - R. Chapter 37 Branch Circuit and Feeder Requirements
 - S. Chapter 38 Wiring Methods
 - T. Chapter 39 Power and Lighting Distribution

- U. Chapter 40 Devices and Luminaries
- V. Chapter 43 Class 2 Remote-Control, Signaling and Power Limited Circuits
- W. Appendix A – F and H – Q

SECTION 5. REVISIONS TO THE IRC

The following additions, insertions, deletions, and other changes are hereby made to the 2015 International Residential Code:

1. Generally all sections
 - Delete* “International Mechanical Code”
 - Insert* “applicable state codes and statues”
2. Section R101.1
 - Delete* [NAME OF JURISDICTION]; *and*
 - Insert* “State of Maine” in its place.
3. Section R101.2
 - Delete* under Exception: “complying with the requirements of Section 419 of the International Building Code”
 - Delete* under Exception: “fire suppression required by Section 419.5 of the International Building Code when constructed under the International Residential Code for one and two-family dwellings shall conform to Section 903.3.1.3 of the International Building Code.”
 - Delete* exception 1 in its entirety
 - Insert* “ Live work units as defined in the International Building Code shall be permitted and constructed in accordance with The International Residential Code for One and Two Family Dwellings.”
 - Delete* Exception 2 in its entirety
 - Insert* “One and two family dwellings that house more than 3 outsiders in rented rooms shall be considered an R-1 use group. One and two family dwellings housing 3 or less outsiders in rented rooms shall be permitted and constructed in accordance with The International Residential Code for One and Two Family Dwellings.”
4. Section R102.2.1
 - Insert* “No provisions of the MUBEC or MUBC shall be construed to prohibit the adoption or enforcement of an ordinance of any political subdivision that sets forth provisions for local enforcement of building codes. Such ordinances may include items such as, permits, permit fees, boards of appeals and violations.”
5. Section R102.7
 - Delete* “International Property Maintenance Code or the International Fire Code”; *and*
 - Insert* “NFPA #1; Fire and Safety Codes and standards adopted pursuant to Title 25, M.R.S. §§2452 and 2465” in its place.

6. Section R103
Delete Section R103 'Department of Building Safety' in its entirety, without substitution.
7. Section R104.8
Delete all language in Section R104.8; and
Insert "See 14 M.R.S. §8101" in its place.
8. Section R105.1
Insert "where required by municipal ordinance." at the end of the paragraph.
9. Section R105.3
Delete "department of building safety" in the first paragraph; *and*
Insert "municipality" in its place.
10. Section R105.3.1
Delete "within a reasonable time after filing"
Insert "in accordance with 30A M.R.S. §4103"
11. Section R105.3.1.1
Delete "finding shall be provided to the board of appeals for a determination of substantial damage. Applications determined by the bar of appeals to constitute substantial improvement or substantial damage"; *and*
Insert "Building Official" in its place.
12. Section R108
Delete Section R108 "Fees" in its entirety, without substitution.
13. Sections R112 and R113
Delete Section R112 "Board of Appeals" and Section R113 "Violations" in their entirety, without substitution.
14. Section R202
Delete "Conditioned space: For energy purposes, space within a building that is provided with heating and/or cooling equipment of systems capable of maintaining, through design or heat loss/gain 50° F (10° C) during the heating season and 85° F (29° C) during the cooling season, or communicates directly with a conditioned space. For mechanical purposed, an area, room or space being heated or cooled by any equipment or appliance"
Insert "An area or room within a building being heated or cooled, containing un-insulated ducts, or with a fixed opening directly into an adjacent conditioned space." in its place.

15. Section 302.2

Delete Section 302.2 in its entirety

Insert Section 302.2 as follows:

Townhouses. Common walls separating townhouses shall be assigned a fire resistance rating in accordance with section R302.2, item 1, 2 or 3. The common wall shared by two townhouses shall be constructed without plumbing or mechanical equipment, ducts or vents in the cavity of the common wall. The wall shall be rated for fire exposure from both sides and shall extend to and be tight against exterior walls and the underside of the roof sheathing.

- A. Where a fire sprinkler in accordance with NFPA 13D is provided the common wall shall be not less than a 2- hour fire resistance rated wall assembly tested in accordance with ASTM E 119 or UL 263.
- B. Where a fire sprinkler is not provided the common wall shall not be less than a 2-hour fire resistance rated wall assembly tested in accordance with ASTM E 119 or UL 263 and meeting the requirements of NFPA 221 as a fire wall.
- C. Where a fire sprinkler in accordance with section NFPA 13R is provided the common wall shall be not less than a 1- hour fire resistance rated wall assembly tested in accordance with ASTM E 119 or UL 263.

16. Section 302.12

Delete Section R 302.12 in its entirety

Insert Section R302.12 as follows:

Draftstopping shall be provided in one and two residential family combustible lightweight assembly construction where there are concealed voids or interstitial spaces above or below a floor/ceiling assembly components; such as but not limited to attics, mansards, overhangs or other concealed spaces. Draftstops shall be installed so that the area of any concealed or void space does not exceed 500 sq. ft. Draftstops shall be installed so that the area of any concealed space is divided into approximately equal areas. Draftstopping shall be installed above, and in line with, sleeping unit and dwelling unit separation walls that do not extend to the underside of the roof sheathing above. Where the assembly is enclosed by a floor membrane above and a ceiling membrane below, draftstopping shall be provided in floor/ceiling assemblies under the following circumstances:

- A. Ceiling is suspended under the floor framing
- B. Floor framing is constructed of truss-type open-web or perforated members

Exceptions:

- A. Where corridor walls provide a sleeping unit or dwelling unit separation, draftstopping shall only be required above one of the corridor walls.
- B. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with IBC Section 903.3.1.1.

- C. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with IBC Section 903.3.1.2 provided that automatic sprinklers are also installed in the combustibile concealed space, where the draftstopping is being omitted.
17. Section R310.1, Exception
Insert “if the dwelling unit is protected throughout by an approved automatic sprinkler system in accordance with R313.” at the end of the exception.
18. Section R310. 2.1
Delete “Exception: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m²).”
19. Section 310.2.3
Insert “window wells shall be maintained free and clear at all times”
20. Section R313.2
Delete Section R313.2 in its entirety.
21. Section: Table M1507.3
Delete Table M1507.3.3(1) and M1507.3.3(2); *and*
Insert See ASHRAE 62.2 – 2007 edition; Table 5.1 and 5.2
-

STATUTORY AUTHORITY: 10 M.R.S. §9722

EFFECTIVE DATE:

October 11, 2010 – filing 2010

AMENDED:

January 23, 2018 – filing 2018-010

2015 International Residential Code

APPENDIX V TINY HOUSES

CHAPTER PART AV101— GENERAL

AV101.1 Scope. This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

CHAPTER PART AV102— DEFINITIONS

AV102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements in Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a loft.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor and open to it on at least one side with a ceiling height of less than 6 feet 8 inches (2032 mm), used as a living or sleeping space.

TINY HOUSE. A dwelling that is 400 square feet (37 m²) or less in floor area excluding lofts.

CHAPTER PART AV103— CEILING HEIGHT

AV103.1 Minimum ceiling height. Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms, and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions shall not extend below these minimum ceiling heights including beams, girders, ducts, lighting and other obstructions.

Exception: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

CHAPTER PART AV104— LOFTS

AV104.1 Minimum loft area and dimensions. Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AV104.1.1 through AV104.1.3.

AV104.1.1 Minimum area. Lofts shall have a floor area of not less than 35 square feet (3.25 m²).

AV104.1.2 Minimum dimensions. Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

AV104.1.3 Height effect on loft area. Portions of a loft with a sloping ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

2

2

Exception: Under gable roofs with a minimum slope of 6:12, portions of a loft with a sloping ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AV104.2 Loft access. The access to and primary egress from lofts shall be any type described in Sections AV104.2.1 through AV104.2.4.

AV104.2.1 Stairways. Stairways accessing lofts shall comply with this code or with Sections AV104.2.1.1 through AV104.2.1.5.

AV104.2.1.1 Width. Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The minimum width below the handrail shall be not less than 20 inches (508 mm).

AV104.2.1.2 Headroom. The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AV104.2.1.3 Treads and risers. Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus $\frac{4}{3}$ of the riser height, or

2. The riser height shall be 15 inches (381 mm) minus $\frac{3}{4}$ of the tread depth.

AV104.2.1.4 Landing platforms. The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AV104.2.1.5 Handrails. Handrails shall comply with Section R311.7.8.

AV104.2.1.6 Stairway guards. Guards at open sides of stairways shall comply with Section R312.1.

AV104.2.2 Ladders. Ladders accessing lofts shall comply with Sections AV104.2.1 and AV104.2.2.

AV104.2.2.1 Size and capacity. Ladders accessing lofts shall have a rung width of not less than 12 inches (305 mm) and 10 inches (254 mm) to 14 inches (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200 pound (75 kg) load on any rung. Rung spacing shall be uniform within 3/8-inch (9.5 mm).

AV104.2.2.2 Incline. Ladders shall be installed at 70 to 80 degrees from horizontal.

AV104.2.3 Alternating tread devices. Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AV104.2.4 Ships ladders. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AV104.2.5 Loft Guards. Loft guards shall be located along the open side of lofts. Loft guards shall not be less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

CHAPTER PART AV105— EMERGENCY ESCAPE AND RESCUE OPENINGS

AV105.1 General. Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

2015 International Residential Code

APPENDIX V - TINY HOUSES

CHAPTER PART AV101— GENERAL

AV101.1 Scope. This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix.

CHAPTER PART AV102— DEFINITIONS

AV102.1 General. The following words and terms shall, for the purposes of this appendix, have the meanings shown herein. Refer to Chapter 2 of this code for general definitions.

EGRESS ROOF ACCESS WINDOW. A skylight or roof window designed and installed to satisfy the emergency escape and rescue opening requirements in Section R310.2.

LANDING PLATFORM. A landing provided as the top step of a stairway accessing a loft.

LOFT. A floor level located more than 30 inches (762 mm) above the main floor and open to it on at least one side with a ceiling height of less than 6 feet 8 inches (2032 mm), used as a living or sleeping space.

TINY HOUSE. A dwelling that is 400 square feet (37 m²) or less in floor area excluding lofts.

CHAPTER PART AV103— CEILING HEIGHT

AV103.1 Minimum ceiling height. Habitable space and hallways in tiny houses shall have a ceiling height of not less than 6 feet 8 inches (2032 mm). Bathrooms, toilet rooms, and kitchens shall have a ceiling height of not less than 6 feet 4 inches (1930 mm). Obstructions shall not extend below these minimum ceiling heights including beams, girders, ducts, lighting and other obstructions.

Exception: Ceiling heights in lofts are permitted to be less than 6 feet 8 inches (2032 mm).

CHAPTER PART AV104— LOFTS

AV104.1 Minimum loft area and dimensions. Lofts used as a sleeping or living space shall meet the minimum area and dimension requirements of Sections AV104.1.1 through AV104.1.3.

AV104.1.1 Minimum area. Lofts shall have a floor area of not less than 35 square feet (3.25 m²).

AV104.1.2 Minimum dimensions. Lofts shall be not less than 5 feet (1524 mm) in any horizontal dimension.

AV104.1.3 Height effect on loft area. Portions of a loft with a sloping ceiling measuring less than 3 feet (914 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

Exception: Under gable roofs with a minimum slope of 6:12, portions of a loft with a sloping ceiling measuring less than 16 inches (406 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required area for the loft.

AV104.2 Loft access. The access to and primary egress from lofts shall be any type described in Sections AV104.2.1 through AV104.2.4.

AV104.2.1 Stairways. Stairways accessing lofts shall comply with this code or with Sections AV104.2.1.1 through AV104.2.1.5.

AV104.2.1.1 Width. Stairways accessing a loft shall not be less than 17 inches (432 mm) in clear width at or above the handrail. The minimum width below the handrail shall be not less than 20 inches (508 mm).

AV104.2.1.2 Headroom. The headroom in stairways accessing a loft shall be not less than 6 feet 2 inches (1880 mm), as measured vertically, from a sloped line connecting the tread or landing platform nosings in the middle of their width.

AV104.2.1.3 Treads and risers. Risers for stairs accessing a loft shall be not less than 7 inches (178 mm) and not more than 12 inches (305 mm) in height. Tread depth and riser height shall be calculated in accordance with one of the following formulas:

1. The tread depth shall be 20 inches (508 mm) minus $\frac{4}{3}$ of the riser height, or
2. The riser height shall be 15 inches (381 mm) minus $\frac{3}{4}$ of the tread depth.

AV104.2.1.4 Landing platforms. The top tread and riser of stairways accessing lofts shall be constructed as a landing platform where the loft ceiling height is less than 6 feet 2 inches (1880 mm) where the stairway meets the loft. The landing platform shall be 18 inches to 22 inches (457 to 559 mm) in depth measured from the nosing of the landing platform to the edge of the loft, and 16 to 18 inches (406 to 457 mm) in height measured from the landing platform to the loft floor.

AV104.2.1.5 Handrails. Handrails shall comply with Section R311.7.8.

AV104.2.1.6 Stairway guards. Guards at open sides of stairways shall comply with Section R312.1.

104.2.2 Ladders. Ladders accessing lofts shall comply with Sections AV104.2.1 and AV104.2.2.

AV104.2.2.1 Size and capacity. Ladders accessing lofts shall have a rung width of not less than 12 inches (305 mm) and 10 inches (254 mm) to 14 inches (356 mm) spacing between rungs. Ladders shall be capable of supporting a 200 pound (75 kg) load on any rung. Rung spacing shall be uniform within $\frac{3}{8}$ -inch (9.5 mm).

AV104.2.2.2 Incline. Ladders shall be installed at 70 to 80 degrees from horizontal.

AV104.2.3 Alternating tread devices. Alternating tread devices accessing lofts shall comply with Sections R311.7.11.1 and R311.7.11.2. The clear width at and below the handrails shall be not less than 20 inches (508 mm).

AV104.2.4 Ships ladders. Ships ladders accessing lofts shall comply with Sections R311.7.12.1 and R311.7.12.2. The clear width at and below handrails shall be not less than 20 inches (508 mm).

AV104.2.5 Loft Guards. Loft guards shall be located along the open side of lofts. Loft guards shall not be less than 36 inches (914 mm) in height or one-half of the clear height to the ceiling, whichever is less.

CHAPTER PART AV105— EMERGENCY ESCAPE AND RESCUE OPENINGS

AV105.1 General. Tiny houses shall meet the requirements of Section R310 for emergency escape and rescue openings.

Exception: Egress roof access windows in lofts used as sleeping rooms shall be deemed to meet the requirements of Section R310 where installed such that the bottom of the opening is not more than 44 inches (1118 mm) above the loft floor, provided the egress roof access window complies with the minimum opening area requirements of Section R310.2.1.

16 DEPARTMENT OF PUBLIC SAFETY

642 BUREAU OF BUILDING CODES AND STANDARDS

Chapter 4: MAINE UNIFORM BUILDING CODE - EXISTING BUILDING CODE

SUMMARY: This chapter establishes the Existing Building code component of the Maine Uniform Building and Energy Code (“MUBEC”) and the Maine Uniform Building Code (“MUBC”). The provisions of this chapter are based on a nationally recognized model building code published by the International Code Council, Inc., and is made part of the MUBEC through incorporation by reference. This chapter also contains requirements for the enforcement of the Existing Building code by local building officials in municipalities with a population of more than 4,000 residents.

SECTION 1. PURPOSE AND SCOPE

All building construction within a municipality of over 4,000 inhabitants shall be governed by the MUBEC. All other municipalities shall be governed by the MUBEC or the MUBC as adopted by the municipality. These codes are adopted by the Technical Building Codes and Standards Board pursuant to 10 M.R.S. Chapter 1103. The primary objective of the Board is to establish uniform building codes throughout the State of Maine.

This chapter sets forth the standards for the repair, alteration, change of occupancy, addition and relocation of all existing buildings.

SECTION 2. AUTHORITY

The authority for this Chapter is 10 M.R.S. §9722, which provides that the Maine Technical Building Codes and Standards Board shall promulgate rules which adopt, amend, and maintain the Maine Uniform Building and Energy Code and the Maine Uniform Building Code. A municipality will have up to 90 days after the effective date of this rule to begin enforcement under the 2015 code.

SECTION 3. DEFINITIONS

1. **IEBC.** “IEBC” means the 2015 International Existing Building code, published by the International Code Council, Inc.
2. **MUBEC.** “MUBEC” means the Maine Uniform Building and Energy Code adopted pursuant to 10 M.R.S. §9271, *et seq.*
3. **MUBC.** “MUBC” means Maine Uniform Building Code. “Maine Uniform Building Code” means that portion of the Maine Uniform Building and Energy Code that does not contain energy code requirements as determined by the board pursuant to section 9722, subsection 6, paragraph L.

4. **Technical Building Codes and Standards Board.** “Technical Building Codes and Standards Board” means the board established pursuant to 5 M.R.S. §12004-G, subsection 5-A and 10 M.R.S. §9722.

SECTION 4: INCORPORATION BY REFERENCE

1. Chapters 1 – 16 and Appendices A-C of the 2015 International Existing Building Code, published by the International Code Council, Inc., are hereby adopted and incorporated by reference.

SECTION 5. REVISIONS TO THE IEBC

The following additions, insertions, deletions, and other changes are hereby made to the 2015 International Existing Building Code:

1. Generally all sections

Delete “International Mechanical Code”
Insert “applicable state codes and statutes”
2. Generally all sections

Delete “International Fire Code”
Insert “NFPA #1; Fire code and standards adopted pursuant to Title 25 M.R.S. §§ 2452 and 2465”
3. Section 101.1

Delete [NAME OF JURISDICTION]; *and*
Insert “State of Maine” in its place.
4. Section 101.4.3

Insert: Section 101.4.3 “No provisions of the MUBEC or MUBC shall be construed to prohibit the adoption or enforcement of an ordinance of any political subdivision that sets forth provisions for local enforcement of building codes. Such ordinances may include items such as, permits, permit fees, boards of appeals and violations.”
5. Section 103

Delete Section 103 “Department of Building Safety” in its entirety, without substitution.
6. **Sections 104, 105, 106, 107, 109, 110, 111, 114, 115, 116, and 117, and any amendments thereto** shall only be applicable:
 - A. In a municipality with a population of 4,000 or more residents, beginning:
 - (1) No later than December 1, 2010, if the municipality had previously adopted any building code on or before August 1, 2008; or

- (2) No later than July 1, 2012, if the municipality had not adopted any building code on or before August 1, 2008.
- B. In a municipality with a population of less than 4,000 residents, if the municipality voluntarily elects to enforce the MUBEC or MUBC.
7. Section 104.8
- Delete* all language in Section 104.8; and
Insert "See 14 M.R.S. §8101" in its place.
8. Section 105.1
- Insert* (at the end of the paragraph), "where required by municipal ordinance."
9. Section 105.2
- Insert* (at the end of the paragraph after jurisdiction and before Permits): "Structures exempt from permits shall be located in compliance with zoning and floodplain regulations."
10. Section 108
- Delete* Section 108 "Fees" in its entirety, without substitution.
11. Sections 112 and 113
- Delete* Section 112 "Board of Appeals" and Section 113 "Violations" in their entirety, without substitution.
12. Section 702.6
- Delete* "International Mechanical Code and International Plumbing Code"
Insert "Maine State Plumbing Code, Maine State Fuel Gas and mechanical provisions"
13. Section 702.61
- Delete* "International Fuel Gas Code"
Insert "NFPA #54 Fuel Gas Code; Fire codes and standards adopted pursuant to Title 25 M.R.S. §§ 2452 and 2465"
14. Section 1009.1
- Delete* "in accordance with the International Mechanical Code" and "intent of the respective International Mechanical Code provisions", and
Insert "provisions of NFPA #96; Fire codes and standards adopted pursuant to Title 25 M.R.S. §§ 2452 and 2465"

15. Section 1010.1

Delete "International Plumbing Code"
Insert "Maine Plumbing Code"

16. Section 1010.2

Delete "International Plumbing Code"
Insert "Maine Plumbing Code"

17. Section 1010.3

Delete "International Plumbing Code"
Insert "Maine Plumbing Code"

18. Section 1010.5

Delete "International Plumbing Code"
Insert "Maine Plumbing Code"

19. Section 1301.2

Delete "International Fire Code and the International Property Maintenance Code."
Insert "NFPA #1; Fire codes and standards adopted pursuant to Title 25 M.R.S. §§ 2452 and 2465"

20. Section 1401.2

Delete "[DATE TO BE INSERTED BY THE JURISDICTION]"; *and*
Insert "December 1, 2010".

STATUTORY AUTHORITY: 10 M.R.S. §9722, sub-§6

EFFECTIVE DATE:

October 11, 2010 – filing 2010-469

AMENDED:

January 23, 2018 – filing 2018-009

AMENDMENT TO LISBON CODE OF ORDINANCES

Chapter 30, Article III, Section 88.5

Sec. 30-88.5. - Special regulations.

- (a) Use of parks, gardens and trails for events requires a permit. Permit applications are available at the town clerk's office.
- (b) Smoking is not allowed in any park.
- (c) Alcohol possession or use is not allowed in any park. Any exception to this rule must be approved in advance by the town council and shall be limited to:

(1) special public events or public gatherings sponsored by a charitable, nonprofit organization or civic group in which alcohol is served by a licensed establishment with an off-premise catering license under Title 28-A M.R.S.A. § 1052.

(2) private events or private gatherings sponsored by an individual person or persons, such as a wedding, in which alcohol is served by a licensed establishment with an off-premise catering license under Title 28-A M.R.S.A. § 1052.

The Town Council may require, as a condition of allowing alcohol at a gathering or event under this section, that a police officer be present at the expense of the applicant.

- (d) Dogs are allowed in parks but only on a leash as per section 6-31 and waste removal is required as per section 6-34.
- (e) No sign advertising any business or commercial enterprise or activity or any political sign, shall be allowed on park, garden or trail property. Signs for a limited time and for a limited purpose of advertising community events or events sponsored by non-profit agencies may be permitted with the issuance of a permit as provided under section 91-36.
- (f) No peddling, soliciting or commercial enterprise is permitted to conduct business on Beaver Park property.
- (g) Metal detectors are prohibited on Beaver Park property.

(T.M. of 12-9-2003, art. 5; T.M. of 10-16-2007, § 2007-165A; C.M. of 10-7-2014, V. 2014-202; C.M. of 3-1-2016, V. 2016-56)

AMENDMENT TO LISBON CODE OF ORDINANCES

Chapter 46, Article VI, Section 46-147, Subsection 1

Sec. 46-147. - Street light placement standards.

Street light placement within public right-of-ways shall conform to the following standards as feasible given utility pole spacing and light pole spacing:

- (1) Village zone. For any roadway within the Village Area Zone indicated on the street light service map in appendix B*:
 - a. One streetlight shall be located at all roadway intersections and mid-block locations at a spacing interval of approximately 220 feet as feasible given existing utility pole and light pole spacing.
 - b. Street segments less than 350 feet in length shall only be lit at roadway intersections and dead ends.
 - c. Ornamental and streetscape lighting may be used to light roadways where sidewalks are present and highlight public building facades and public areas as determined. Ornamental lighting currently serves to light the public right-of-way for portions of Main Street, Village Street, Webster Street, and a short distance of Route 196 (Lisbon Street). If ornamental lighting is the standard ~~than~~ then all other lighting will be removed from poles unless it is determined by the town engineer, public safety (police, fire) and public works department determine the need exists.
 - d. There are many varied potential street lighting needs to be served in the Village Zone because it encompasses the most diverse areas of town in building style, density, setback variances and public infrastructure availability. If recommended by the planning board and approved by the town council, the town may accept a street lighting plan in the Village Zone that is not consistent with all standards in this article if the street lighting plan meets the overall intent of this article, seeks to maintain public safety and will provide an economic and aesthetic benefit to the town beyond its cost for maintenance.



Lisbon Emergency, Inc.

A Non-Profit 501C3 - Ambulance Service
Servicing the Town of Lisbon & the Town of Bowdoin



October 30, 2017

Town of Lisbon
Town of Bowdoin

Dear Councilors

Enclosed herein is the proposal you requested, titled: EMS Proposal

This proposal for emergency medical services has the approval of both Lisbon Emergency's membership and Board of Directors.

Thank you for the opportunity to present our vision of how emergency medical services will be provided to the Towns of Lisbon and Bowdoin. We understand the impact that an emergency medical service provider has on everyone that lives, works and visits Lisbon and Bowdoin. That's why our primary goal is to provide Lisbon and Bowdoin with the best emergency medical services possible every time we are requested for service.

Thank you again for the opportunity to submit this proposal, we are looking forward to working with the Towns of Lisbon and Bowdoin.

Sincerely,

James MacDonnell, Chief of Service
Lisbon Emergency, Inc.

Christopher Huston, Board President
Lisbon Emergency, Inc.



Lisbon Emergency, Inc.

A Non-Profit 501C3 - Ambulance Service
Servicing the Town of Lisbon & the Town of Bowdoin



EMS Proposal

Scope of Services

The principle office and base of operation shall be located at 42 Village Street, Lisbon, Maine 04250. All records and books shall be kept at 42 Village Street, Lisbon, Maine 04250. Lisbon Emergency is run by a "Chief of Service", "Deputy Chief", "Captain" and "2nd Captain" and is overseen by a Board of Directors. Per Maine Statute Title 13-B, no more than 49% of the Board may receive monetary compensation for any role in Lisbon Emergency. Lisbon Emergency's governing document is the corporation By-Laws 2013.

Lisbon Emergency is licensed by Maine EMS at the Basic level and permitted to the Paramedic level. Lisbon Emergency meets the standards of the Maine Emergency Service Act, Title 32 M.R.S.A section 81 et seq.

Lisbon Emergency is licensed by the Federal Communications Commission to operate on two frequencies. Lisbon Emergency's providers meet all Occupational Safety and Health Administration training requirements and all Maine Department of Health and Human Services standards.

Lisbon Emergency is compliant with federal anti-discrimination laws and will never refuse to assist or transport a patient based on a patient's race, color, creed, religion, political affiliation, disability, national origin, sex, sexual orientation, outstanding bills, or inability to pay.

Lisbon Emergency is in compliance with the National Incident Management System according to FEMA requirements

Service

From Lisbon Emergency's base of operations we will staff the primary ambulance with one ALS (A-EMT or Paramedic) provider licensed by Maine EMS, the second provider will be licensed by Maine EMS. The primary ambulance will be staffed 24 hours per day, 7 days per week, 365 days per year. Lisbon Emergency will sign mutual aid agreements with other area EMS services which will include Paramedic back-up if needed.

Lisbon Emergency shall provide stand-by coverage on any "emergency" call, i.e. working building fire, police stand-off or "emergency" incident deemed necessary by Lisbon Fire, Lisbon Police, Bowdoin Fire, or EMA.

At the request of Bowdoin and/or Lisbon; Lisbon Emergency will staff the second ambulance during major storms if personnel are available.



Lisbon Emergency, Inc.



A Non-Profit 501C3 - Ambulance Service
Servicing the Town of Lisbon & the Town of Bowdoin

Medical supplies that are used on a patient by Lisbon Fire or Bowdoin will be replaced if Lisbon Emergency is the service that responded to the call. Lisbon Emergency will not replace any usable supplies if a mutual aid service responded to the call or if the item has reached its expiration date. Lisbon Emergency will not replace any supplies that are not carried on Lisbon Emergency's ambulances (attached is SOP 310).

Lisbon Emergency will offer training twice a year to Bowdoin and Lisbon first responder's, Maine EMS Continuing Education Hours will be awarded. The training site can be at Lisbon Fire, Bowdoin Fire or Lisbon Emergency.

Lisbon Emergency will sponsor/represent Bowdoin Fire & Rescue with Southern Maine EMS and Lisbon Fire with Tri-County EMS. Each town will be responsible for their own Maine EMS and Regional EMS offices assessment fees.

Lisbon Emergency will provide a Continuous Quality Improvement (CQI) program for Lisbon Fire and Bowdoin Fire. Lisbon Emergency shall incorporate the following points into Lisbon Fire and Bowdoin Fire CQI Program's:

- Lisbon Emergency will conduct CQI reviews in accordance with regional EMS offices and Maine EMS.
- Lisbon Emergency will file all reports and CQI projects with both the regional EMS offices and Maine EMS.
- Bowdoin Fire and Lisbon Fire will add Lisbon Emergency's CQI personnel to Maine EMS patient care reporting system.
- Lisbon Emergency's Training Officer and CQI will work together to set up training as needed to improve patient care.

An officer of Lisbon Emergency will serve on the Schools and Towns Safety Committee, Lisbon Emergency will also continue to inspect Town owned AED's.

Personnel

All of Lisbon Emergency's providers that are licensed by Maine EMS and are required to have a current CPR card. Lisbon Emergency requires all providers to take part in Lisbon Emergency, Tri-County EMS and Maine EMS CQI programs. Another requirement of Lisbon Emergency is that all providers take part in a yearly EMS skills competency assessment.

Towns of Bowdoin and Lisbon will be provided with Lisbon response times, miles to scene and response level each quarter.



Lisbon Emergency, Inc.



A Non-Profit 501C3 - Ambulance Service
Servicing the Town of Lisbon & the Town of Bowdoin

Vehicles and Equipment.

Lisbon has two ambulances:

Ambulance called "401" is a 2009, type 1 Chev 4500, Wheel Coach due to be replaced in 2025

Ambulance called "402" is a 2001, type 3 Ford E450, Road Rescue due to be replaced in 2020

Both ambulances are equipped to treat a patient at the Paramedic level of care and have the newest cardiac monitors (less than 2 years old). Both ambulances exceed the Maine EMS required equipment list.

Cost

Lisbon Emergency shall not hold the Town of Bowdoin or Town of Lisbon liable for any unpaid patient medical bills and it shall be our responsibility to collect any payment due from the patient. Lisbon Emergency will use a medical billing service, collection agency and legal actions in collecting money owed.

Lisbon Emergency reserves the right to charge for non-emergency service provided to Towns of Bowdoin and Lisbon. Non-emergency services include but are not limited to sporting events, stand-by, CPR classes, Town events and Moxie Days.

The cost to provide Emergency Medical Services is:

FY	Total Charges	Lisbon Share	Bowdoin Share
2018-2019	\$162,152.78	\$127,884.46	\$34,267.92
2019-2020	\$187,762.90	\$149,172.84	\$39,590.06
2020-2021	\$251,354.03	\$199,245.74	\$52,108.29

Payments are to be made equally in four quarterly installments starting July 1, 2018.

Financial Management

Lisbon Emergency is over seen by a Board of Directors. The Membership and Board of Directors has agreed that the Town Manager of Lisbon will appoint two people and Bowdoin Selectperson's will appoint one person to Lisbon Emergency's Board of Directors. Lisbon Emergency's Board Members are given complete financial and service reports, any financial report or 990s will be provided upon request.

Lisbon Emergency's current professional vendors are:

- Medical Billing – MRS, Windham, Maine; 207-892-0200
- Collection – Thomas Agency, Westbrook, Maine; 800-639-2408
- CPA – Deborah Strout, Sabattus, Maine; 207-375-9936
- Lawyer – Moncure & Barnicle, Topsham, Maine; 207-209-2902



Lisbon Emergency, Inc.

A Non-Profit 501C3 - Ambulance Service
Servicing the Town of Lisbon & the Town of Bowdoin



Insurance

See attachment "Certificate of Liability Insurance"

References

Town of Bowdoin

Town of Lisbon

Dan Batsie, EMS Chief State of Vermont – Phone: 802-865-7735

Joni Herling, Lisbon, Maine – Phone: 207-391-8755

Kelsi Bean, Delton, FL – Phone: 207-271-1565

The Lisbon Conservation Commission will consult with professionals to determine the frequency of invasive plant species on town owned properties and the most cost effective removal method. The commission will then focus on removing plants that spread less aggressively and that require fewer removal attempts.

What is an invasive species?

An invasive species is an organism that causes ecological and economic harm in a new environment where it is not native. ¹

Why are they an issue?

An invasive plant is able to thrive and spread, sometimes aggressively, outside its natural range. In a new habitat an invasive species lacks the pests, insects, and diseases that keep it in check and so it spreads without competition. Once established they can outcompete the native plants and establish a monoculture, an area only occupied by the invasive plant. ²

Additionally, effective January 1, 2018, 33 invasive plant species are now illegal to sell, import, export, buy, or intentionally propagate for sale in Maine. ³

Issues posed to wildlife and to the natural character of Lisbon:

Invasive species can change the food web and remove or replace a food source. The new plant species may provide little to no food value for wildlife. ⁴ For example, glossy buckthorn is a common invasive shrub in Maine that germinates very quickly and is the first to establish in forested areas where shrubs and trees have been removed. Buckthorn berries are the only edible part of the plant and so birds and other wildlife feed on them. A chemical compound in the berries breakdowns into what is essentially a laxative. The berries pass so quickly that little nutritional value is gleaned but the animal effectively spreads the glossy buckthorn seeds to a new area to be established. ⁵

Invasive plant species pose economic issues:

Once established, invasive species are difficult to remove. You can see evidence of what well established invasive species look like in southern Maine where bittersweet vines choke trees all over York county. If the vines aren't removed, they become larger and more resilient and even more difficult to remove. ⁶ When an issue with invasive species becomes more widespread, it is an even larger project to undertake and comes with a larger price tag for removal. This can be alleviated with greater diligence towards removing invasive species.

Invasive species removal:

There are a variety of removal methods but the most common are mechanical removal or removal with chemical means. Utilizing chemical removal methods will require a professional licensed to apply herbicides. ⁷

References

1. <https://www.agriculture.nh.gov/publications-forms/documents/glossy-buckthorn.pdf>
2. <https://www.nwf.org/Educational-Resources/Wildlife-Guide/Threats-to-Wildlife/Invasive-Species>
3. <http://www.maine.gov/dacf/php/horticulture/documents/InvasivePlantListHandout.pdf>
4. <https://www.nwf.org/Educational-Resources/Wildlife-Guide/Threats-to-Wildlife/Invasive-Species>
5. <https://www.agriculture.nh.gov/publications-forms/documents/glossy-buckthorn.pdf>
6. http://www.maine.gov/dacf/mnap/features/invasive_plants/celastrus.htm
7. https://extension.unh.edu/resources/files/resource000988_rep1135.pdf