



AGENDA
SPECIAL COUNCIL MEETING
AUGUST 11, 2020
LISBON TOWN OFFICE
7:00 P.M.

Town Council
Allen Ward, Chair
Norm Albert, Vice Chairman
Donald Fellows
Jeffrey Ganong
Kasie Kolbe
Fernand Larochelle, Jr.
Mark Lunt

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
 - ___ Councilor Albert ___ Councilor Fellows ___ Councilor Ganong ___ Councilor Kolbe
 - ___ Councilor Larochelle ___ Councilor Lunt ___ Councilor WardTown Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA
 - 2020-143 ORDER –
 - A. Municipal Accounts Payable – \$372,586.90
 - B. Municipal Payroll Warrants – \$333,577.02
 - C. School Accounts Payable – \$77,164.58
 - D. School Payroll Warrants – \$276,625.84
 - E. Minutes of July 21, 2020
 - F. Reschedule Public Hearing for Façade Grant to September 1, 2020
 - G. Set Public Hearing for Ref Question 1- Bond Ord for Add'l \$140,000 for MDOT Main Street Project on Sept 1, 2020
 - H. Cast a Ballot for the slate of candidates for MMA Vice President and Executive Committee Members (no contests)
 - I. Pole Permit for CMP located on the corner of School & Main Street
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
 - 2020-144 ORDINANCE–Repeal Existing Emergency Ord to Promote Physical Distancing & Business Operations in Village Areas
 - 2020-145 ORDINANCE- Adopt New Emergency Ord to Promote Public Health & Safety & Business Operations in Village Areas
 - 2020-146 ORDER – Worumbo Mill Site Fencing Bid Award
 - 2020-147 ORDER- Parking Lease 5 Main Street
 - 2020-148 ORDER – Lisbon Fall Fire Station Roof Replacement Bid Award
 - 2020-149 ORDINANCE – Question 1 Bond Order for an Additional \$140,000 for MDOT Main Street Project–*First Reading*
 - 2020-150 ORDER – Warrant for November 3, 2020 Annual Municipal & Referendum Election
8. OTHER BUSINESS
 - A. Council Committee Reports:
 1. School (Councilor Albert)
 2. Planning Board (Councilor Fellows)
 3. LDC (Councilor Larochelle/Albert)
 4. Conservation Commission (Councilor Ward)
 5. Recreation (Councilor Albert)
 6. County Budget (Councilor Ward)
 7. Library (Councilor Lunt)
 8. Water Commission (Councilor Fellows)
 - B. Town Manager's Report
 - C. Department Head Written Reports
9. APPOINTMENTS
 - 2020-151 ORDER – Cemetery Committee Reappointment/3-Year Term – Lynette Carver
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
 - 2020-152 ORDER – Per 1 MRSA Section 405 6 (A) Personnel Matters
13. ADJOURNMENT
 - 2020-153 ORDER – To Adjourn

To comment on #4 Public Hearings, #5 Audience Participation and #11 Audience Participation & Response New Items, email award@lisbonme.org when the Chair opens Agenda Items during this meeting.

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
Norm Albert, Vice Chair
Donald Fellows
Jeffrey Ganong
Kasie Kolbe
Fernand Larochelle, Jr.
Mark Lunt

MEMO

To: Town Council
From: Diane Barnes, Town Manager
Subject: Recommendations
Date: August 11, 2020

Consent Agenda Items 2020 – 143 A to I

F. G. Reschedule Public Hearing for Façade Grant to September 1, 2020

This public hearing requires at least a 10-day notice in the newspaper prior to the hearing. It will also run on August 16.

G. Set Public Hearing for Ref Question 1 Bond Order for Add'l \$140,000 for MDOT Main St Project - This public hearing requires a 7-day but not more than a 15-day notice in the newspaper prior to the hearing. This ad is schedule to run on August 23.

Agenda Item 2020 – 144 Repeal Existing Emergency Ordinance to Promote Physical Distancing and Business Operations in Village Areas

We are asking Council to repeal the existing Emergency Ordinance to Promote Physical Distancing.

Recommendation

Repeal Existing Emergency Ordinance to Promote Physical Distancing and Business Operations in the Village Areas.

Agenda Item 2020 – 145 Adopt New Emergency Ordinance to Promote Public Health and Safety and Business Operations in Village Areas

We are asking Council to adopt a new 90 day Emergency Ordinance that will allow for food services in the Village Areas during special events.

Recommendation

Adopt the new 90 day Emergency Ordinance to Promote Public Health and Safety and Business Operations in Village Areas.

**Agenda Item 2020 – 146
Worumbo Mill Site Fencing Bid Award**

Bids for the replacement of the fencing at the Worumbo Mill Site were publicly opened in the Town Manager's Office on Wednesday, August 5, 2020 at 11:00am. CSM New England was the sole bidder and provided a price of \$18,340.00 to complete the project. This was the third attempt to seek bids.

The following contractors were provided bid specifications:

| | |
|------------------------|------------|
| Main Line Fence | Cumberland |
| Aroostook Fence Co. | Lewiston |
| CMS New England | Litchfield |
| Burns EA Fencing Co. | Westbrook |
| Wallingford Fencing | Sanford |
| Atlantic Fence | Durham |
| Alder Stream Fence Co. | Bowdoinham |
| Pine Tree Fence | Litchfield |
| McLaughlin Fence Co. | Augusta |
| Gorham Fence Co. | Standish |
| St. Laurent & Son | Lewiston |
| Anchor Fence | Kennebunk |

The Downtown TIF currently has a balance \$186,082.06.

Recommendation

Award the bid to CSM New England in the amount of \$18,340.00 and expend funds from the Downtown TIF Reserve.

**Agenda Item 2020 – 147
Parking Lease 5 Main Street**

We recommend Council to enter into a parking lease with the owner of 5 Main Street for use of their parking lot solely for parking by the public, except during the Moxie Festival each year, when Lessee may use the Leased Premises for purposes of the Festival.

This lease will be for a term or 3 years, ending July 31, 2023, at which time it will automatically renew for an additional 3 year term, ending July 31, 2026, unless by July 1, 2023 a party gives written notice of termination to the other party. Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) per year of use, payable by December 31 each year of the Agreement.

Recommendation

Approve and authorize the Town Manager to sign the lease agreement with 5 Main Street for the use of their parking lot.

300 Lisbon Street, Lisbon, ME 04250 | Phone: (207) 353-3000 | Fax: (207)
353-3007 | www.lisbonme.org

Agenda Item 2020 – 148
Lisbon Fall Fire Station Roof Replacement Bid Award

Bids for the replacement of the rubber roof at the Lisbon Falls Fire Station were publicly opened in the Town Manager's Office on Wednesday, August 5, 2020 at 11:00am. Restorations Home Remodeling provided a bid of \$42,500.00 for the project and was the only bidder. We have \$50,000 in the budget to cover this project. Rather than use the funds in the budget due to some unexpected building repairs, I would recommend that we use Kelly Park TIF funds. The current balance in the TIF account is \$97,440.17.

The Kelly Park TIF program statement allows for the following:

Costs of improvements made outside, but related to the district:

Costs reasonably related to storm water, fire station improvements and street amenities-sidewalk improvements, traffic signals and pedestrian crossing.

Bid specifications were also sent to the following contractors:

| | |
|-------------------------------------|----------------|
| Straight Line Roofing & Siding Inc. | Lewiston |
| Fairbanks Roof & Siding Contractors | Lisbon Falls |
| Just Roofing Maine | Westbrook |
| Maine Roofing Inc. | South Portland |
| Industrial Roofing Companies | Lewiston |
| Artic Roofing | Lewiston |
| Roof Systems of Maine | Bangor |
| G & E Roofing Co., Inc | Augusta |
| C.O. Beck & Sons Roofing | Waterville |
| Superior Roofing | Portland |
| Horch Roofing | Warren |
| Advanced Roof Systems, Inc. | Thomaston |

Recommendation

Award the bid to Restorations Home Remodeling in the amount of \$42,500 and expend the funds from the Kelly Park TIF Reserve.

Agenda Item 2020 – 149
Question 1 Bond Order for an Additional \$140,000 for MDOT Main Street Project
First Reading

We are asking the voters to authorize up to an additional \$140,000 in bonds to finance Lisbon's 10% share of the cost of reconstructing State Route 12 from State Route 196 to Huston Street.

In November 2018, the voters authorized the Town to finance Lisbon's 10% share of the estimated at that time to be \$430,000. Updated projected costs are now estimated to be \$5,700,000 with the Town's 10% estimated share to be \$570,000.

Recommendation

Authorize Question 1 Bond Order for an additional \$140,000 for MDOT Main Street Project be placed on the November 3, 2020 ballot.

Agenda Item 2020 – 150

Warrant for November 3, 2020 Annual Municipal & Referendum Election

The annual warrant has been prepared for the Municipal Election on November 3, 2020. It contains Question 1, vacancies that are open on the Town Council, School Committee, and Water Commission. It also gives the Clerk permission to process absentee ballots as presented, along with setting the polling hours and location.

Recommendation

Approve the Annual Municipal and Referendum Warrant for the November 3, 2020 Election as presented.

Agenda Date: August 11, 2020

| Date | Brenda Martin | | Municipal Accts Payable |
|-----------|---------------|-----------|-------------------------|
| 7/22/2020 | #7222020 | \$ | 11,564.01 |
| 7/29/2020 | #7292020 | \$ | 14,383.70 |
| 8/4/2020 | #8042020 | \$ | 319,639.62 |
| 8/5/2020 | #8052020 | \$ | 26,999.57 |
| | | \$ | 372,586.90 |

| Date | Megan Lavigne | | Municipal Payroll Warrants |
|-----------|---------------|-----------|----------------------------|
| 7/28/2020 | #200730 | \$ | 160,906.41 |
| 7/28/2020 | #2007W3 | \$ | 15,718.96 |
| 8/11/2020 | #200813 | \$ | 142,964.86 |
| 8/11/2020 | #2008W1 | \$ | 13,986.79 |
| | | \$ | 333,577.02 |

| Date | Louise Levesque | | School Accts Payable |
|-----------|-----------------|----|----------------------|
| 7/28/2020 | #2101 | \$ | 77,164.58 |

| Date | Eva Huston | | School Payroll Warrants |
|-----------|------------|-----------|-------------------------|
| 7/31/2020 | #1010 | \$ | 7,582.03 |
| 7/31/2020 | #1011 | \$ | 66.24 |
| 8/5/2020 | #1012 | \$ | 258,467.12 |
| 8/5/2020 | #1013 | \$ | 10,510.45 |
| | | \$ | 276,625.84 |



TOWN COUNCIL MEETING MINUTES JULY 21, 2020

Fern Larochelle 2020
Normand Albert, Vice Chair 2021
Kasie Kolbe 2021
Allen Ward, Chairman 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022

CALL TO ORDER. The Chairman, Allen Ward, called the meeting to order and led the pledge of allegiance to the flag at 7:00 PM.

ROLL CALL. Members present were Councilors Ward, Albert, Kolbe, Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Randy Cyr, Public Works Director; Brett Richardson, Economic Development Director; Kayla Tierney, Finance Director; Steve Aievoli, Sewer Superintendent; Bill Alexander, Water Superintendent and no other citizens in the audience.

GOOD NEWS & RECOGNITION

Councilor Fellows stated that Mark Stevens and his crew from Parks and Recreation did a great job down at Moxie Plaza setting up, getting tents up etc. Councilor Ward also gave credit for work done at Moxie Plaza to Park and Recreation, Public Works, Economic Development and the volunteers.

PUBLIC HEARINGS - NONE

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS – NONE

CONSENT AGENDA

Councilor Ward asked for a summary of the \$36,000 Keep-ME-Healthy Municipal Grant that the Town of Lisbon is receiving. Mr. Richardson stated that they invested in detour signage, traffic barriers, tents and staff time associated with putting the pieces in place to create “Moxie Plaza” on Main Street. They also have equipment to make Main Street safe, with signage on education for Social Distancing and mask wearing, 30 gallons of hand sanitizer, six hand sanitizer distribution stations and a few thousand masks. This way the restaurants are not put in an awkward position if someone should need masks etc. Those will be available. It’s a good way to create a safe environment and the State will reimburse us.

Councilor Ward stated that there is also a payroll contingent part for the Economic Development Director, Parks and Recreation Director, Public Works Director and Finance Director and Administrator to cover their Salary for COVID related items.

Councilor Larochelle stated that most of the items at Moxie Plaza can be re-used somewhere else in town once Main Street is re-opened.

VOTE (2020-132) Councilor Fellows, seconded by Councilor Larochelle moved to approve the following:

- A. Municipal Accounts Payable Warrants totaling \$ \$660,154.80
- B. The Municipal Payroll Warrants totaling \$308,782.02
- C. School Accounts Payable Warrants totaling \$117,880.05
- D. School Payroll Warrants totaling \$962,175.79 and
- E. Minutes of June 23, 2020
- F. Set a Public Hearing on August 11, 2020 for the CDBG Community Enterprise Grant also known as the Façade Program
- G. Accept Funds for Keep-MAINE-Healthy associated with the 2020 Municipal COVID-19 Awareness Campaign
- H. Ratify the School Budget Validation Referendum Results.

Order passed - Vote 7-0.

| | <u>Expense Accounts to be Carried</u> | |
|-----------------|---|------------|
| 12020500-50401 | Elected Officials-Prof Development | 940.00 |
| 12022500-50130 | Clerk-Temporary/Seasonal | 2,200.00 |
| 12022500-50104 | Clerk-Non Supervisory | 2,300.00 |
| 12022500-50536 | Clerk- R & M Equipment | 2,500.00 |
| 12022500-50455 | Clerk- Professional Svs. | 4,800.00 |
| 12022500-50308 | Printing | 2,200.00 |
| 12023500-50140 | Tax Collector-Overtime | 1,900.00 |
| 12024000-50451 | Assessor-Contracted Professional | 500.00 |
| 12022000-50450 | Legal Expense | 18,000.00 |
| 12026500-50530 | Technology-Software & Service | 9,400.00 |
| 12026500-50536 | Technology-R & M Equip | 500.00 |
| 12025500-50221 | HRA Costs | 10,000.00 |
| 14041500-50536 | Fire Dept-R & M Equipment | 6,000.00 |
| 14041500-50544 | Fire Dept- R & M Radios | 1000.00 |
| 14041500-50563 | Hose Replacement | 5,500.00 |
| 14041500-50710 | Fire Department Equipment | 2,000.00 |
| 1,5050500-50363 | Public Works-Culverts | 11,000.00 |
| 16061500-50104 | Rec Dept-Non Supervisory | 11,000.00 |
| 16061500-50130 | Rec Dept-Temporary | 4,000.00 |
| 16061500-50302 | Rec Dept-Operating Supplies | 1,800.00 |
| 16061500-50355 | Rec Dept-Co-Ed Softball/Fast Pitch | 4,247.00 |
| 16061500-50356 | Rec Dept-Summer Trips | 5,700.00 |
| 16061500-50358 | Rec Dept-New Programs | 2,955.00 |
| 16161500-50401 | Rec Dept-Professional Development | 975.00 |
| 16061500-50541 | Rec Dept-Grounds Maint | 3,300.00 |
| 17070500-53800 | Economic Dev-COVID 19 Main St. | 3,750.00 |
| 17070500-50402 | Economic Dev-Dues & Memberships | 2,700.00 |
| 17070500-50302 | Economic Dev-Operating Supplies | 1,800.00 |
| 65052500-50539 | WWTP-R & M Catch Basin | 4,000.00 |
| 65052500-50546 | WWTP-R & M Sewer | 16,000.00 |
| 65052500-50750 | WWTP-Improvements | 150,000.00 |
| | | |
| | <u>Lapse Into Unassigned Fund Balance</u> | |
| | | |
| 12020000-10240 | Small Claims Court Fees | 71.26 |
| 12020000-10241 | Tax Lien Costs | -8,817.78 |
| 12022000-29110 | Condemned Bldg-428 Ridge Road | 2,776.04 |
| | | |

Order passed - Vote 7-0.

MAINE COMMUNITY FOUNDATION'S COMMUNITY BROADBAND GRANT PROGRAM

INTRODUCTION: Mr. Richardson reported that the Lisbon Development Committee (LDC) has explored options to create a "hot spot" on Main Street in Lisbon Falls to compliment and expand the public wi-fi currently available within the direct vicinity of the Lisbon Library. Mr. Richardson reports Public wi-fi will support entrepreneurs and small business owners to conduct online business, assist students that lack home wi-fi with online learning access, and attract new residents, businesses, and visitors by positioning Lisbon as a forward-thinking, proactive community. This memo summarizes the goals and potential funding options to install "hot spots" in public spaces throughout Lisbon.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

MDOT TWO-PARTY AGREEMENT

INTRODUCTION: Mrs. Barnes has requested that MDOT add to their scope of work the upgrade of video cameras on the traffic lights at the intersection of Rt. 196 and Village Street. The cost to the Town to install a new camera system rather than road loops is \$11,179.00. MDOT has given the Town credit for the replacement of 5 loops towards the new camera system. Since the Town has requested this additional work, the Town must sign a Municipal/State Agreement for its share of the work. She stated that this could be taken from the TIF funds. She said that since this is an MDOT project that the Town could not directly contract with the Camera Company. The State has to do it and the Town will reimburse MDOT.

Councilor Fellows stated that the polls that hold the cameras are extremely rusted and asked if those could be painted black. Mrs. Barnes said she would check on it.

Councilor Ward stated that the benefit of upgrading the cameras is that it will also fix the cycling loop that will keep vehicles moving through that area.

Councilor Larochelle asked who would be responsible for maintaining equipment. Mr. Cyr said that the Town is responsible for maintenance.

VOTE (2020-133) Councilor Larochelle, seconded by Councilor Albert moved to authorize the Town Manager to sign the Municipal/State agreement and use Kelly Park TIF funds in the amount of \$11,179.00 to cover the cost of the traffic light camera system. **Order passed - Vote 7-0.**

FY 20 CARRYFORWARD ACCOUNTS

INTRODUCTION: Mrs. Barnes presented a list of carry forwards ready for Council authorization for accounts and balances as of June 30, 2020 to lapse into the undesignated fund balance.

Councilor Larochelle asked if the Town's website helped the community to do business on-line to avoid waiting in line at the Town Office. Mrs. Barnes said yes it does. INFORME takes people right to the State's website to do business.

Councilor Fellows asked if the Credit Card fees were being temporarily waived. Mrs. Barnes said that the charges were coming from INFORME and not the Town of Lisbon, so they cannot be waived. She said that if customers do their business on-line, then they do not have to pay the agent fee, which saves them some money.

VOTE (2020-134) Councilor Larochelle, seconded by Councilor Albert moved to adopt RESOLUTION 2020-134 authorizing the carry forward and lapse of accounts and balances as of June 30, 2020 as follows:

BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LISBON AS FOLLOWS:

That the Town Council authorizes the carry forward of the following accounts and balances as of June 30, 2020:

That the Town Council authorizes the following accounts to lapse into undesignated fund balance:

General Ledger Accounts for 2019-2020 balances either credit or debit to be carried is as follows:

Mr. Richardson said the LDC has identified a budget of \$6,000 to establish and operate the Main Street “hot spot.” This budget includes equipment costs of approximately \$2,500 to create the Main Street “hot spot,” approximately \$2,500 to install the necessary equipment to enable public wi-fi, \$800 for 12-months of service from Spectrum, and \$200 for annual maintenance and miscellaneous expenses. Following installation, annual operational and maintenance costs will be approximately \$1,000. Funding sources for the Main Street “hot spot” include \$2,500 from the Maine Community Foundation Community Entrepreneurship Grant and up to \$3,500 from the Downtown TIF fund under the approved use of “professional services.”

Mr. Richardson said the Maine Community Foundation’s Community Broadband Grant Program offers the opportunity to secure funds to create additional “hot spots” at the MTM Center, Graziano Square, and/or Beaver Park. The broadband grant program awards municipalities up to \$15,000 to “increase the number of Maine people, communities, and businesses that have access to high-speed internet service and the skills, opportunities, and knowledge to use this technology effectively.” Creation of public “hot spots” is an eligible use.

Mr. Richardson recommends Council allocate funds and submit an application and if awarded to accept and spend the funds. He pointed out that this is a Pilot Program.

Councilor Fellows stated that this is a positive thing for Lisbon and the wi-fi at Moxie Plaza will move us into the cutting edge of technology.

Councilor Larochelle asked if the Libraries current internet technology needed to be upgraded to coincide with this plan. Mr. Richardson said he wasn’t sure about their current situation, but one of their goals was to improve their situation at the Library, and that upgrade would be for the long term. He said that he has Mrs. Nadeau’s full support of this plan.

Councilor Ward asked if this program could be located at Graziano Square as well and is there another base over there to hook up to. Mr. Richardson said that they could maybe work something out with the Farwell Mill to make that happen. Councilor Ward also asked how they would monitor or limit what’s going across the Wi-Fi network and is there any liability associated with that to the Town of Lisbon. Mr. Richardson said that from his understanding, and he will verify this information before they do anything, is that there’s a landing page where people would have to hit certain boxes and confirm certain things before being allowed on. Another advantage of the portal would be to have messaging on there for the Town to notify the community of certain things and could also lead to Sponsorship opportunities to fund it.

Councilor Ganong asked if there was a plan for maintaining the Wi-Fi and upgrading it when needed. Mr. Richardson said that they have money available for the first couple of years to maintain this and will re-evaluate as time goes on.

Councilor Fellows asked that if this passed tonight, how long would it be before this wi-fi is operational. Mr. Richardson said that he hoped in a couple weeks.

Councilor Ward said that since this is a Pilot program, is there an ability for an off switch. Mr. Richardson said yes.

VOTE (2020-135) Councilor Larochelle, seconded by Councilor Fellows moved to authorize the Town Manager to: 1) Allocate \$2,500 from the Community Entrepreneurship Grant and \$3,500 from the Downtown TIF Fund to create the Main Street “hot spot,” and 2) submit an application for \$15,000 to the Maine Community Foundation Broadband Grant Program to create and operate two or more additional “hot spots” in Lisbon for a three-year period; and if awarded the grant, to accept and spend the funding as proposed. **Order passed - Vote 7-0 passed.**

MMA OFFICIAL BALLOT LEGISLATIVE POLICY COMMITTEE MEMBER FOR DISTRICT 22

VOTE (2020-136) Councilor Ward, seconded by Councilor Larochelle moved to cast the ballot nominating Anthony Ward as a Legislative Policy Committee Member for District 22. **Order passed - Vote 7-0.**

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert reported that they've been talking about how they will re-open the schools. There will be different categories (Red, Green, or Yellow) to be determined by the end of July. Dr. Green has sent out communications to parents and staff.
2. Planning: Councilor Fellows reported that Springworks in Lisbon is doing an expansion with a new 40,000 square foot greenhouse and about 16,000 square feet of other area, including landscaping out front. He said for those that are interested, there is a site visit Thursday at 6:00 pm at their location with the Planning Board meeting to follow at 7:00 pm at the Lisbon Town Hall in the Public Meeting Room.
3. LDC: Councilor Larochelle reported that there's some good things happening and that Mr. Richardson has been pretty active and even considering having sub-committees on different activities. If anyone has any interest in the upcoming meetings they can contact Mr. Richardson.

Councilor Fellows reported that there's some recent interest in electric charging stations and solar power. There is a visioning session on August 24th that will be held downtown at Moxie Plaza. They will be meeting the week before that with some of the energy folks that provide electricity and charging stations.
4. Conservation Commission: Councilor Ward said he had nothing to report.
5. Recreation: Councilor Albert reported that the summer program is in full swing with trips to Bradbury Mountain and Aquaboggin.
6. County Budget: Councilor Ward reported that their meetings with start picking up at the end of August.
7. Library: Councilor Lunt reported that the Summer Reading Program is going well and that they have had a lot of participation for their Virtual Reading Program. Even the adults are pitching in. The new renovations with the plexus glass has worked well to keep people safe.
8. Water Commission: Councilor Fellows said he had nothing to report.

B. TOWN MANAGER'S REPORT

Mrs. Barnes reported that the Assessor started working on the Tax Commitment today and it will be finalized tomorrow. She will send out an email once they know the Tax Rate. She does not expect it to increase, she's hoping they'll be a slight decrease. She also wanted to highlight a couple of grants that we've been invited into the project development phase. One being the 2020 CDBG Housing Assistance Grant for \$1,000,000 and the 2020 CDBG Community Enterprise Grant for \$100,000. The town has been invited into the next phase. The money has been set aside for the Town pending Federal Allocation. There will be a Public Hearing set for both of these, one the Council will set tonight for the Community Enterprise Grant and the other one the Council will set at the next meeting for the Housing Assistance Grant.

C. ROUTE 125/MAIN STREET ROAD RECONSTRUCTION UPDATE

Mrs. Barnes stated that they just received notice from MDOT that they're conducting an on demand public meeting in lieu of the normal Public Hearing process because of COVID 19. They've put together a presentation of the project that can be viewed on line. They sent out letters to all the abutters along the project route with the website information.

Councilor Ward asked if that information is on the Town's website. Mrs. Barnes said she would check and make sure it's on there.

Councilor Larochelle said he viewed the presentation and said it was laid out well and there is a great opportunity there for people to make comments and questions and to get a direct responses in writing. He suggested if anyone is interested to look at that link on the website and to make sure they choose either PC or Mobile. Mrs. Barnes said that if people go to the Mobile site instead of the Desktop, they do not ask for credentials, so it's quicker and easier to read.

Councilor Ward stated that if anyone has any questions about the project, they can also contact the Town Manager, Public Works Director or the Economic Development Director to get answers as well.

Mrs. Barnes stated that right now, the estimated budget for this project is \$5.7 million. The Town has permission from the voters to spend x-amount of dollars for this project. At the next meeting, the Council is going to have

another time-line for another referendum question so the Town can get the balance approved by the voters, the difference between the Town's 10% of the 5.7 million and what the voters have already allocated for the Town to spend on this project. It is going to require another referendum vote.

Councilor Larochelle asked if the 5.7 million project went up to the compact line. Mrs. Barnes said that it will only go from the intersection up to Huston Street. Councilor Larochelle asked if there would need to be another referendum question to finish the second part. Mrs. Barnes replied yes.

Councilor Ward stated that the Town's 10% of the 5.7 million would be \$570,000 for the local portion. Mrs. Barnes said that \$430,000 has been approved by the voters. Councilor Ward asked how much of the \$430,000 has already been allocated or set aside so there's no cost to the taxpayer. Mrs. Barnes said that she is hoping that the Town will have money in the Dingley TIF funds to pay for it. She said the Town has permission to borrow, to go out to Bond for this project, but she doesn't believe they'll need to.

Mrs. Barnes stated that they estimate all the right-of-way work to be done by October of 2021. They will advertise in November of 2021 and will start construction in April of 2020 and complete it in July of 2023. All estimated dates.

COUNCILOR COMMUNICATIONS

Councilor Albert wanted to thank Economic Development, Public Works and Parks and Recreation Departments for getting together and taking an idea that was spit balled a very short time ago and turning it into a living and breathing part of our community. It's been a great success. They kicked off one more component of it this last weekend on top of what they've already been doing. Hats off to all of them, they worked really hard and the fruits of their labor showed up really nice.

Councilor Ward stated that they recently voted to approve the sale of a tax acquired property that funds the vessel sitting in an account available for something in the future. He would like to re-explore the pursuit of Getty to be able to address parking in that area.

AUDIENCE PARTICIPATION FOR NEW ITEMS – NONE

EXECUTIVE SESSION

VOTE (2020-138-140) Councilor Larochelle, seconded by Councilor Albert moved to go into Executive Session at 8:20pm per 1 MRSA Section 405 (6) (c) Economic Development, 405 (6) (a) Personnel Matters, and 405 (6) (d) Union Negotiations. **Order passed – Vote 7-0.**

The Council came out of executive session at 9:00 pm. The Chairman resumed the meeting.

VOTE (2020-140) Councilor Larochelle, seconded by Councilor Albert moved to ratify the Maine Association of Police union contract. **Order passed – Vote 7-0.**

APPOINTMENTS

Item taken out of order after executive session – no objections noted.

VOTE (2020-137) Councilor Fellows, seconded by Councilor Larochelle moved to appoint Zachery Stevens to the Board of Appeals to 2023. **Order passed - vote 7-0.**

ADJOURNMENT

VOTE (2020-141) Councilor Ganong, seconded by Councilor Fellows moved to adjourn at 9:05 pm. **Order passed - Vote 7-0.**

Public Hearing Notice Town of Lisbon

The Town of Lisbon will hold a Public Hearing on Tuesday, September 1, 2020, at 7:00 p.m., at the Lisbon Town Office to discuss an application to the State of Maine CDBG program for a 2020 Community Enterprise Grant. The purpose of the grant application is to provide funding assistance for a façade improvement program for businesses along the Rt. 196 corridor and downtowns. Public comments will be solicited at this Hearing. All persons wishing to make comments or ask questions about the grant application are invited to attend this Public Hearing. Comments may be submitted in writing to: Brett Richardson, Economic & Community Development Director, Town of Lisbon, 300 Lisbon Street, Lisbon, Maine 04250 at any time prior to the Public Hearing. TDD/TTY users may call 711. If you are physically unable to access any of the Town's programs or services, please call Brett Richardson at 207-353-3000 ext. 122 so that accommodations can be made.



Please publish on: Saturday, August 16, 2020

NOTICE OF PUBLIC HEARING

TOWN OF LISBON

The Municipal Officers of the Town of Lisbon have considered and approved in concept increasing by \$140,000 the amount to be appropriated to finance Lisbon's 10% share of the cost of reconstructing State Route 125 from State Route 196 to Huston Street (the "Project"), from the \$430,000 amount approved by the voters of the Town in November 2018 to up to \$570,000, to reflect changing cost estimates of the Project, and have determined that the most efficient way to finance that appropriation would be through the issuance of one or more bonds or notes of the Town in a cumulative amount not to exceed \$570,000, and the acceptance of federal and state funding of approximately \$5,700,000 for the remaining portion.

Pursuant to the Charter of the Town of Lisbon (the "Charter"), approval of the financing of this Project requires that a public hearing be conducted prior to the enactment of an ordinance calling for a referendum. Therefore, pursuant to the authority conferred by Section 8.21(b), and the requirements of Sections 6.09 and 8.11(b)(2) of the Charter, a public hearing shall be held on Tuesday, the 1st day of September, 2020 at 7:00 PM at the Town Office, 300 Lisbon Street, for the purpose of hearing public comment on the Ordinance providing for the issuance of such notes and bonds in a cumulative amount not to exceed \$570,000 and securing the financing described above, intended to raise a total amount not to exceed \$5,700,000 for the Project.

Copies of the proposed text may be viewed or obtained at the Town Clerk's office, 300 Lisbon Street, Lisbon, or online at www.lisbonme.org.

The public is invited to attend.

Twila D. Lycette, Town Clerk



MAINE MUNICIPAL ASSOCIATION

VOTING BALLOT

Election of MMA Vice President and Executive Committee Members

Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 21, 2020

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

James Bennett, City Manager, City of Biddeford

☐

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Robert Butler, Chair of Selectboard, Town of Waldoboro

☐

Terry Helms, Selectperson, Town of Grand Isle

☐

Diane Hines, Town Manager, Town of Ludlow & Reed Plantation

☐

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

The Voting Ballot may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ Municipality: _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Print Name: _____ Signature: _____
Position: _____

OR Signed by a Majority of Municipal Officers Current # of Municipal Officers: _____

| | |
|--------------|-------------|
| Print Names: | Signatures: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |



Return To:
MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
Email: rlambert@memun.org



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Stephen W. Gove, MMA Executive Director

DATE: July 27, 2020

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 21, 2020 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2020 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 10, by 4:30 pm. There were no municipal officials nominated by petition.

It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for “*Write-in Candidates*” since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 21. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Christine Landes, City Manager, City of Gardiner.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 24. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held Wednesday, October 7, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2021.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.

**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2021 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

JAMES BENNETT (CITY MANAGER, CITY OF BIDDEFORD)

Professional & Municipal Experience:

- City of Biddeford, Maine – City Manager (August 2015 – present)
- Adjunct Professor, USM Muskie School, Masters level courses: (1) Public Budgeting and Finance, and (2) Managing Towns and Municipalities
- City of Presque Isle, Maine – City Manager (March 2010 - July 2015)
- Town of Sabattus, Maine – Interim Town Manager (September 2009 – March 2010)
- City of Lewiston, Maine – City Administrator (March 2002 – July 2009)
- Town of Westbrook, Maine – Administrative Assistant to the Mayor (October 1996 – March 2002)
- Town Old Orchard Beach, Maine – Town Manager (May 1990 – October 1996)
- Town of New Gloucester, Maine – Town Manager (February 1988 – May 1990)
- Town of Dixfield, Maine – Town Manager (February 1986 – February 1988)
- Town of Lisbon, Maine – Selectman (May 1982 – February 1986) Vice Chairman (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association (MMA) Executive Committee (1992 – 1996) (2018 – present)
- Member, MMA Property & Casualty Pool Board of Directors (1992 – 1996) (2018 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (1992 – 1996) (2018 – present)
- Member, MMA Strategic & Finance Committee (1995 - 1996, 2018 – present); Chair (1995 -1996, 2019-2020)
- Member, Governor’s Municipal Advisory Committee (1992 – 1996) (2019 – present)
- Member, MMA Legislative Policy Committee (served as member many years since 1990)
- Co-developed and presented 2020 MMA Webinar “Budgeting in Uncertain Times” in response to COVID-19
- Frequent presenter on behalf of MMA Training: Basic Budgeting since 1993; Cash Management for Municipalities since late 1990s; Top Ten Things I wish I Was Told Earlier in My Career since 2014, Leadership Training since 2018
- President, International City/County Management Association (2014 – 2015); Regional Vice President, (2008 – 2011) Chairperson, Conference Planning Committee, (2007 – 2008); Committee Member (various years 1997 – 2011); Small Community Task Force (1999 – 2001)
- ICMA Emerging Leaders Development Program Facilitator (2007 – present)
- President, Maine Town & City Management Association (1998 –1999); Board of Directors (1991 – 2000)
- President, Aroostook Municipal Association (2012 – 2014)
- Executive Board, Northern Maine Development Commission (2010 – present)
- Chairperson, Aroostook Tourism Committee (2011 – 2013)
- Member, Revolving Loan Committee, Northern Maine Development Commission (2010 – present)
- Executive Board, Maine Service Center Coalition (2011 – present)
- Treasurer, Martindale Country Club (2005 – 2008)
- Treasurer, Kora Clown Shrine Unit (2004 – 2008)
- Kora Divan, Kora Shriners (2004-2006; 2019 - present)
- Worshipful Master, Ancient York Lodge of Free and Accepted Masons (2007)
- Chairman and Founder, Ginger Bennett Memorial Scholarship Fund (2003 – present)
- Chairman, Joseph Graziano Memorial Scholarship Fund (2004 – 2012)

MMA EXECUTIVE COMMITTEE MEMBERS
(3-Year Terms)

ROBERT BUTLER (CHAIR OF SELECTBOARD, TOWN OF WALDOBORO)

Professional & Municipal Experience:

- Town of Waldoboro, Select Board Chair (first year of third non-consecutive term)
- Town of Waldoboro committees, including: Budget Committee, Economic Development Committee, Culinary Arts Committee, Sylvania Task Force, Communications and Technology Committee, Town Manager Search Committee and A.D. Gray Committee, Water Department Committee
- Waldoboro Public Library, Treasurer
- Waldoboro Public Library, Member of Board of Trustees
- Waldoboro Business Association, Member, Board
- Municipal Review Committee, Member, Board

Other Experience, Committees and Affiliations:

- Peace Corps, Afghanistan 1968-1970: Taught English as a foreign language in a rural village in the Kuz Konar District of Nangrahar Province and at the Institute of Civil Aviation, Kabul
- Ashland Oil Company, Beirut, Lebanon: Middle East Representative
- Arabian American Oil Company, Dhahran, Saudi Arabia: Government Relations and Contracting Rep
- Bank of Boston, Boston, MA and Tehran, Iran: Middle East Africa Division, Credit Analyst and Middle East Representative
- The National Commercial Bank, Dammam, Saudi Arabia: Head of Corporate Banking, Eastern Province
- Mount Street Holdings, London, England and Al-Khobar, Saudi Arabia: Partner and Financial Advisor
- A.I.N.V. (Arizona), Inc., President. Holding company for a private Saudi investment in a jojoba plantation located in Hyder, Arizona, which my wife and I subsequently purchased.
- Cottonwood Creek, Madera, California, Manager: Certified Organic Grape and Almond farm
- Boston Jojoba Company/The Jojoba Company, President and Co-Owner with my wife. Founded to purchase jojoba seeds and to process and market pure, unrefined golden jojoba world-wide. My wife and I sold the business to Israeli growers in September 2018. She retired immediately upon the sale. I retired in April 2019

Education:

- BA/MA German Literature, The Johns Hopkins University, Baltimore, Maryland (1968)
- MA International Relations, The Johns Hopkins University School of Advanced International Studies (1972)
- Middle East Center for Arab Studies, Shemlan, Lebanon (1973), Advanced Arabic
- MBA Boston University, Boston, Massachusetts (1980)

TERRY HELMS (SELECTPERSON, TOWN OF GRAND ISLE)

Professional & Municipal Experience:

- Town of Grand Isle, Selectperson (July 2015 – present)

Other Experience, Committees and Affiliations:

- Assisted in organizing Congrès Mondial Acadien event in northern Maine as part of the Maine Regional Coordinating Committee and Executive Committee
- Self-employed: TH Enterprises, Caribou, Limestone, Lille and Grand Isle, Maine
- Historic Restoration Specialist
- Tom Sawyer Waste Management, Caribou, Maine

Form 4503

Notification: 10102707604

Work Order: 801000301797

LOCATION PERMIT

Upon the Application of Center Maine Power Company and

N/A

dated Jul 27, 2020, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Lisbon Falls

approximately located as follows:

1. Starting Point: Pole 1

2. Road (State & CMP): School Street, L.F.

3. Direction: Southernly

4. Distance: 55 feet

5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

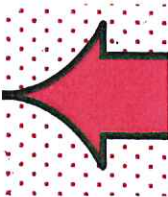
Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk



LISBON POLE PERMIT INSPECTION REPORT

PERMIT REQUESTED BY:

CMP

LOCATION:

School Street

CODE ENFORCEMENT DEPARTMENT

I, Dennis J. Douglass, have reviewed the application and find the pole is located in

front of property owned by: Harold Richards

and the physical address of the property is 56 Main Street LF 04252

Additional Comments: _____

Approved Date: 7/30/2020 Signed by: [Signature]

Deny permission for the following reason: _____

Date Denied: _____ Signed by: _____

PLEASE FORWARD TO PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DEPARTMENT

I, Bundy Cyr, have visually inspected this location and find no reason to prohibit placing pole(s) where requested.

Comments: _____

Approved Date: 8-3-2020 Signed by: [Signature]

Deny permission for the following reason: _____

Date Denied: _____ Signed by: _____

PLEASE RETURN TO THE TOWN CLERK

Auto Fill Form for:
4501 - 4502 - 4503

| | |
|---|--|
| Notification: 10102707504 | <input checked="" type="checkbox"/> Not Published |
| Work Order: 801000301797 | <input type="checkbox"/> Public Notice of this application has been given by publishing the text of the same |
| Field Planner Name: Christina LaGuardia | In: _____ |
| Field Planner Phone #: 207-629-1833 | On: _____ |
| Date: Jul 27, 2020 | |

| |
|--|
| City / Town: Lisbon Falls |
| To the: <input type="checkbox"/> City |
| <input checked="" type="checkbox"/> Town |
| <input type="checkbox"/> County of: Androscoggin |
| Maine |

| | |
|-------------------|---|
| CMP applying for: | <input checked="" type="checkbox"/> Overhead <input type="checkbox"/> URD |
|-------------------|---|

| | |
|------------------------|---------------------|
| 1. Starting Point: | Pole 1 |
| 2. Road (State & CMP): | School Street, L.F. |
| 3. Direction: | Southernly |
| 4. Distance: | 55 feet |
| 5. Number of Poles: | 1 |

| | |
|-------------|---|
| TEL CO: N/A | Refer To Field Planner Web Page for selecting the appropriate Tel Co.: Home Page > Field Planner Resources > Telco Information |
|-------------|---|

If you only need 1 copy of the 4502 Form, just click "Print Form" A print dialogue will open, click print to print all 3 forms.

If you need multiple copies of the 4502 Form, click "Print Form" A print dialogue will open, again, click print to print all. After you print all, click "Print Form" again, but this time select print range page "3" only and select the number of copies you need

Form 4501

Notification: 10102707504

Work Order: 801000301797

CENTRAL MAINE POWER COMPANY **APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION**

In the City/Town of: Lisbon Falls, Maine

To the: ☐ City☒ Town☐ County of: Androscoggin, Maine☒ Central Maine Power hereby applies for permission to:☒ Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.☐ Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below.☒ Central Maine Power Company andN/A

jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

1. Starting Point: Pole 12. Road (State & CMP): School Street, L.F.3. Direction: Southerly4. Distance: 55 feet5. Number of Poles: 1☒ Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code.☐ Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

☐ Public Notice of this application has been given by publishing the text of the same☒ Not PublishedIn: On:

CENTRAL MAINE POWER COMPANY

N/ABy: Christina LaGuardiaDate: Jul 27, 2020By: Date:

ORDINANCE TO REPEAL EMERGENCY ORDINANCE

The Emergency Ordinance to Promote Physical Distancing and Business Operations in Village Areas, adopted by the Town Council on June 2, 2020, is hereby repealed.

Emergency Declaration

Pursuant to Section 2.08(b) of the Town Charter, the Emergency Ordinance to Promote Physical Distancing and Business Operations in Village Areas adopted on June 2, 2020, is repealed by adoption of this repealing ordinance in the same manner as said emergency ordinance was originally adopted. This repealing ordinance shall be effective as an emergency ordinance immediately upon enactment.

Proposed: August 11, 2020

Approved: _____ (EMERGENCY)

**EMERGENCY ORDINANCE TO PROMOTE PUBLIC HEALTH AND SAFETY,
PHYSICAL DISTANCING
AND BUSINESS OPERATIONS IN VILLAGE AREAS**

WHEREAS, there is currently an outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, and it has expanded to locations around the world, , including the United States, the State of Maine and Androscoggin County;

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID- 19; and

WHEREAS, on March 11, 2020, the World Health Organization (the “WHO”) declared that global health crisis involving COVID-19 is a pandemic; and

WHEREAS, on March 12, 2020, the State of Maine identified and confirmed its first case of COVID-19; and

WHEREAS, COVID-19 has been detected in hundreds of thousands of people worldwide and is primarily spread from person to person; and

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety; and

WHEREAS, Governor Janet T. Mills has issued executive orders restricting operations of dining and retail establishments during the pandemic; and

WHEREAS, the Constitution of Maine, Article VIII, Part Second and 30-A M.R.S. § 3009 empowers municipalities with broad authority to enact ordinances affecting life, health, or safety, including ordinances relating to pedestrian and vehicular traffic on City streets; and

WHEREAS, during this state of emergency, the Town of Lisbon must consider the welfare of its businesses while protecting the health and welfare of its citizens; and

WHEREAS, in light of the foregoing, the Town Council necessary to adopt an emergency ordinance relating to traffic, parking, and outdoor dining and retail service in the Town's village areas for the purposes of allowing businesses to reopen or continue operating without undue hardship while also maximizing physical distancing [and public health and safety](#);

NOW THEREFORE, be it ordained by the Town Council of the Town of Lisbon, that the following temporary emergency ordinance is enacted:

TEMPORARY EMERGENCY ORDINANCE

1. The Police Chief in consultation with the Town Manager is authorized to temporarily close all or a portion of the following streets to through traffic, as determined necessary to protect the health and safety of pedestrians, employees and patrons of local businesses, and other members of the public, including by promoting effective physical distancing: Main Street in Lisbon Falls between Lisbon Street (Rt. 196) and Union Street, and Village Street in Lisbon Village between Lisbon Street (Rt. 196) and Fillion Street (collectively the "Village Areas").
2. The Police Chief in consultation with the Town Manager is authorized to close on street parking spaces in the Village Areas as he deems necessary and appropriate to protect the public health and safety, including in order to allow safe passage of pedestrians when sidewalks are utilized for outdoor dining or retail.
3. The Town Manager or her designee may promulgate rules and regulations relating to temporary street and parking closures under this ordinance as necessary to protect public health and safety. Access required under the Americans with Disabilities Act shall be maintained.

5.4. Town ordinances and regulations related to the operation and licensing of dining and retail services shall be temporarily suspended in order to allow display, storage, or sale of merchandise on sidewalks or closed streets or parking spaces in the Village Areas, and sale, service, and consumption of food and/or drinks, including alcoholic beverages, on adjacent sidewalks in the Village Areas, subject to the following:

- a. All retail or food establishment operations must be in accordance with existing ordinances and licensing requirements unless the Town has issued a temporary permit pursuant to the authority granted herein.
- b. Food service establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with outdoor dining on adjacent sidewalks during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any food service establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor dining on adjacent sidewalks.
- c. Retail establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with retail sales on adjacent sidewalks or closed streets or parking spaces during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any retail establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor retail sales on adjacent sidewalks or closed streets or parking spaces.
- d. Other applicants desiring to offer goods for retail sale that are not offered by existing businesses in the immediate proximity of the Village Areas may apply for a temporary permit authorizing outdoor retail sales on closed streets or parking spaces in the Village Areas.
- d-e. Other applicants desiring to offer food for sale during a special event as determined by the Town Manager may apply for a temporary permit authorizing food service and outdoor dining on closed streets or parking spaces in the Village Areas during the special event.
- e-f. The number, location, hours, requirements and permitting fees for food service, outdoor dining or retail sales in the Village Areas pursuant to this ordinance will be governed by rules and regulations adopted by the Town Manager. The

Town Council hereby authorizes the Town Manager, the Police Chief or their designees to execute any related documents necessary or convenient to carry out the intent of this Ordinance.

~~6.5.~~ Violation of or failure to comply with this ordinance is punishable by a fine of \$500.00 per occurrence plus the costs of prosecution.

~~7.6.~~ If any provision of this ordinance or its application to any person or circumstance is held to be invalid, then the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Emergency ordinance are severable.

Emergency Declaration

The Town Council declares the existence of an emergency because the Code of Ordinances is insufficient to prevent serious harm to public health and safety. This amendment shall be enacted as an emergency ordinance under Section 2.08(b) of the Town Charter. It shall be effective as an emergency ordinance immediately upon enactment and shall remain in effect through the ninetieth (90th) day following the date on which it is adopted, unless finally adopted as a regular ordinance within that time.

Proposed: ~~August 11~~ June 2, 2020

Approved: _____ (EMERGENCY)

**EMERGENCY ORDINANCE TO PROMOTE PUBLIC HEALTH AND SAFETY
AND BUSINESS OPERATIONS IN VILLAGE AREAS**

WHEREAS, there is currently an outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, and it has expanded to locations around the world, , including the United States, the State of Maine and Androscoggin County;

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID- 19; and

WHEREAS, on March 11, 2020, the World Health Organization (the “WHO”) declared that global health crisis involving COVID-19 is a pandemic; and

WHEREAS, on March 12, 2020, the State of Maine identified and confirmed its first case of COVID-19; and

WHEREAS, COVID-19 has been detected in hundreds of thousands of people worldwide and is primarily spread from person to person; and

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety; and

WHEREAS, Governor Janet T. Mills has issued executive orders restricting operations of dining and retail establishments during the pandemic; and

WHEREAS, the Constitution of Maine, Article VIII, Part Second and 30-A M.R.S. § 3009 empowers municipalities with broad authority to enact ordinances affecting life, health, or safety, including ordinances relating to pedestrian and vehicular traffic on City streets; and

WHEREAS, during this state of emergency, the Town of Lisbon must consider the welfare of its businesses while protecting the health and welfare of its citizens; and

WHEREAS, in light of the foregoing, the Town Council necessary to adopt an emergency ordinance relating to traffic, parking, and outdoor dining and retail service in the Town’s village areas for the purposes of allowing businesses to reopen or continue operating without undue hardship while also maximizing physical distancing and public health and safety;

NOW THEREFORE, be it ordained by the Town Council of the Town of Lisbon, that the following temporary emergency ordinance is enacted:

TEMPORARY EMERGENCY ORDINANCE

1. The Police Chief in consultation with the Town Manager is authorized to temporarily close all or a portion of the following streets to through traffic, as determined necessary to protect the health and safety of pedestrians, employees and patrons of local businesses, and other members of the public, including by promoting effective physical distancing: Main Street in Lisbon Falls between Lisbon Street (Rt. 196) and Union Street, and Village Street in Lisbon Village between Lisbon Street (Rt. 196) and Fillion Street (collectively the "Village Areas").
2. The Police Chief in consultation with the Town Manager is authorized to close on street parking spaces in the Village Areas as he deems necessary and appropriate to protect the public health and safety, including in order to allow safe passage of pedestrians when sidewalks are utilized for outdoor dining or retail.
3. The Town Manager or her designee may promulgate rules and regulations relating to temporary street and parking closures under this ordinance as necessary to protect public health and safety. Access required under the Americans with Disabilities Act shall be maintained.
4. Town ordinances and regulations related to the operation and licensing of dining and retail services shall be temporarily suspended in order to allow display, storage, or sale of merchandise on sidewalks or closed streets or parking spaces in the Village Areas, and sale, service, and consumption of food and/or drinks, including alcoholic beverages, on adjacent sidewalks in the Village Areas, subject to the following:
 - a. All retail or food establishment operations must be in accordance with existing ordinances and licensing requirements unless the Town has issued a temporary permit pursuant to the authority granted herein.
 - b. Food service establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with outdoor dining on adjacent sidewalks during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any food service establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor dining on adjacent sidewalks.

- c. Retail establishments with frontage on Main Street or Village Street in the Village Areas may be authorized to add or expand their premises with retail sales on adjacent sidewalks or closed streets or parking spaces during defined time periods by obtaining a temporary permit in accordance with temporary rules and regulations adopted by the Town Manager. Any retail establishment with frontage on Main Street or Village Street in the Village Areas may apply to the Town Clerk's office for a temporary permit authorizing outdoor retail sales on adjacent sidewalks or closed streets or parking spaces.
 - d. Other applicants desiring to offer goods for retail sale that are not offered by existing businesses in the immediate proximity of the Village Areas may apply for a temporary permit authorizing outdoor retail sales on closed streets or parking spaces in the Village Areas.
 - e. Other applicants desiring to offer food for sale during a special event as determined by the Town Manager may apply for a temporary permit authorizing food service and outdoor dining on closed streets or parking spaces in the Village Areas during the special event.
 - f. The number, location, hours, requirements and permitting fees for food service, outdoor dining or retail sales in the Village Areas pursuant to this ordinance will be governed by rules and regulations adopted by the Town Manager. The Town Council hereby authorizes the Town Manager, the Police Chief or their designees to execute any related documents necessary or convenient to carry out the intent of this Ordinance.
5. Violation of or failure to comply with this ordinance is punishable by a fine of \$500.00 per occurrence plus the costs of prosecution.
6. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, then the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Emergency ordinance are severable.

Emergency Declaration

The Town Council declares the existence of an emergency because the Code of Ordinances is insufficient to prevent serious harm to public health and safety. This amendment shall be enacted as an emergency ordinance under Section 2.08(b) of the Town Charter. It shall be

effective as an emergency ordinance immediately upon enactment and shall remain in effect through the ninetieth (90th) day following the date on which it is adopted, unless finally adopted as a regular ordinance within that time.

Proposed: August 11, 2020

Approved: _____ (EMERGENCY)

Bid Opening
Worumbo Mill Site Fencing Bid Award
Wednesday, August 5, 2020
11:30am
Town Manager's Office

Present: Diane Barnes, Town Manager
Ray Soucy, Public Works Administrative Assistant

The following bids were received and publicly opened:

| | |
|--------------------------------|-------------|
| CSM New England (Nathan Lilly) | \$18,340.00 |
|--------------------------------|-------------|

CSM New England

Owner: Nathan Lilly
1246 West Road
Litchfield, ME 04350
207-522-6511
CSMNewEngland@Gmail.com

QUOTE

Date: July 20, 2020

Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

| Description | Amount (\$) |
|---|-------------|
| Furnish and install approximately 600' commercial grade 6' tall all black vinyl chain link fence. SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire. Installed on existing retaining wall. | \$18,340.00 |

Thank you for your business!

TOWN OF LISBON, MAINE



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS
FOR
TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010**

**PREPARED BY
TOWN OF LISBON
TOWN MANAGER'S OFFICE
300 LISBON STREET
LISBON, ME 04210**

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

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TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

REQUEST FOR PROPOSAL

Bid #2020-010
WORUMBO MILL SITE FENCING PROJECT

July 13, 2020

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Wednesday, August 05, 2020 until 11:30 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **WORUMBO MILL SITE FENCING PROJECT**.

The Town Council reserves the right to accept or reject any and all proposals.

Please use a sealed envelope clearly marked with the bid name and number when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes
Town Manager

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

Bid Date: August 05, 2020 @ 11:30 a.m.

The Town of Lisbon is seeking qualified bids from electrical contracting companies to furnish and install fencing needed to complete the **WORUMBO MILL SITE FENCING PROJECT**.

SCOPE OF WORK

Furnish and Install:

- Commercial grade 6' tall all black vinyl chain link fence.
- SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire.
- Installed on existing retaining wall.
- To be completed by October 15, 2020.

TIME LINE

The contractor shall prosecute the work continuously until completion. Designated available date to be determined by the Town Manager.

| | |
|--------------------|--|
| Pre-Bid Meeting: | None |
| Bids Due: | 11:00 a.m. on August 05, 2020 |
| Bid to be Awarded: | On or after August 11, 2020 |
| Start date: | After receipt of the Notice to Proceed |
| Completion date: | October 15, 2020 |

The contractor will carry out all work necessary to complete this project. The contractor shall include all materials, equipment, tools, services and supervision necessary to furnish, deliver, unload, demolish, dispose, install and place into satisfactory operation the equipment as called for or hereinafter specified, including any incidental work not specified, but which can reasonably be inferred as part of this project.

All contractors who plan to submit a proposal may request access to the Worumbo Mill site before the bid due date during normal business hours.

Each bidder is required to state in his/her proposal, his/her name and place of residence and the names of all persons or parties interested as principals with him/her, and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the Town Code of Ordinance.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled: **WORUMBO MILL SITE FENCING PROJECT**, and be addressed to: Town Manager, Lisbon Town Offices, 300 Lisbon Street, Lisbon, ME 04250. All mailed proposals should be sent by registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered. The Lisbon Town Council reserves the right to waive any formality and may consider as informal any proposal not prepared and submitted in accordance with these provisions. The Lisbon Town Council reserves the right to accept any proposal or reject any or all proposals if it is deemed to be in the Town's best interest to do so.

All materials and workmanship shall carry the manufacturer's standard guarantee. The bidder shall warrant to the buyer that the proposal conforms to these specifications without deviations.

All bidders must provide documentation that they are an authorized purchaser from dealer of the bid item at the time of the bid. Bidders not able to provide documentation from the manufacturer will not be considered.

INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

PROPOSAL

To: Town Manager
 Lisbon Town Office,
 300 Lisbon Street
 Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

| # | Description | Qty | Unit \$/SF | Total \$ |
|-----------------------------|---|-----------------|------------|----------|
| 1 | Furnish and install commercial grade 6' tall all black vinyl chain link fence. SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire. Installed on existing retaining wall. To be completed by October 15, 2020. | Approx. 600' | \$ | \$ |
| Total Base Bid Price | | | \$ | |

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Public Works Director in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which

may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

| | |
|---------------------------|--|
| Company Name | |
| Signature | |
| Title | |
| Printed Name | |
| Physical Address | |
| | |
| Mailing Address | |
| | |
| Firm's IRS ID # /DUNS# | |
| Date | |
| Phone # | |
| Fax # | |
| E-Mail Address | |

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

CONTRACT

This Agreement, made and entered into the date listed below, in the year two thousand and twenty between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

hereinafter called "Contractor", with legal address and principal place of business at:

party of the second part:

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Notice to Contractors
- B. Proposal
- C. Contract
- D. Notice of Award
- E. Notice to Proceed
- F. Supplemental Specifications
- G. Standard Specifications
- H. Contract Plans, if any
- I. Addenda, if any
- J. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

| # | Description | Qty | Unit \$/SF | Total \$ |
|-----------------------------|---|--------------|------------|----------|
| 1 | Furnish and install commercial grade 6' tall all black vinyl chain link fence. SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire. Installed on existing retaining wall. To be completed by October 15, 2020. | Approx. 600' | \$ | \$ |
| Total Base Bid Price | | | \$ | |

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

By its _____ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

Witness

Witness

By: _____
Diane Barnes, Town Manager

Date: _____

By: _____
Contractor

Date: _____

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

NOTICE OF AWARD

To:

The Town of Lisbon has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted for the **WORUMBO MILL SITE FENCING PROJECT** for a total award of _____. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Security and certificates of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said Town of Lisbon will be entitled to consider all your rights arising out of the Town acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Lisbon.

Dated this: _____

By: _____
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) _____

this the _____ day of _____, 2020

By: _____

Title: _____

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

NOTICE TO PROCEED

To:

You are hereby notified to proceed with the work entitled **WORUMBO MILL SITE FENCING PROJECT**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work within ten (10) calendar days (or other start time as specified) from the date of this Notice to Proceed. The work is to be completed by October 15, 2020 as stated in the Contract.

By: _____

Title: _____

Date: _____

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010
DIVISION 10
SUPPLEMENTAL SPECIFICATIONS

10.0 SCOPE OF WORK

The intent of the **WORUMBO MILL SITE FENCING PROJECT** is to satisfactorily furnish and install:

- Approximately 600' (ft) of commercial grade 6' tall all black vinyl chain link fence.
- SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire.
- Installed on existing retaining wall.
- To be completed by October 15, 2020.

Bids will be received at the Town Manager's Office **until 11:30 a.m. on Wednesday, August 05, 2020**, and then, at said office, publicly opened and read aloud.

10.1 BID AWARD OR REJECTION

It is the intent of the Town to award a contract within ten (10) days after the bid due date. The Town reserves the right to reject any or all bids. The contract shall be awarded to one contractor, based upon total price of the Base Bid or in combination of Base Bid, with any/all alternatives, depending on the availability of funding or as being in the best interest of the Town.

10.2 TIME LIMIT

The Contractor shall complete all work outlined in the Contract Documents by **October 15, 2020**. The Town Manager or his/her representative may extend the time limit, if the Contractor submits, in writing, evidence that he/she cannot complete the project within the time limit specified because of the long delivery time on the material or other justifiable reasons. The Contractor shall be responsible for ordering his/her materials promptly. The decision of the Town Manager or his/her representative regarding the time extension shall be final.

10.3 MATERIALS

The Contractor shall supply all materials, equipment, and labor, as necessary to complete the project in accordance with the specifications.

10.4 SAFETY

During the course of the work, the Contractor shall assume full responsibility for the safety and protection of all workers and the general public. The Contractor shall barricade walkways and do any other work necessary to protect pedestrians while work is being done in or around 1 Canal Street. If the Contractor plans to block off an existing egress or change the current pedestrian traffic scheme, he/she must notify the town, in writing, and obtain written approval. The Contractor must also provide an alternative to the existing pedestrian traffic plan to the Town for its approval one week prior to instituting the change.

10.5 PRE-QUALIFICATION

The contractor must have a minimum of five (5) years of experience with all aspects of the specified project.

10.6 GENERAL CONDITIONS

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

10.7 PERMITS AND APPROVALS

A. The Contractor shall obtain and pay for all necessary permits from the Lisbon Town Office as may be required in connection with the work of this Specification.

B. The Contractor shall execute all work to conform to the requirements of all local, State, and Federal laws, regulations, etc., applicable to the work.

10.8 CODES AND ORDINANCES

All installation work specified shall conform to all codes and ordinances that apply.

10.9 ERRORS OR OMISSIONS

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work. Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

10.10 WORKMANSHIP AND INSTALLATION

All work performed under this Specification shall be of the highest quality and conform to accepted standards of the trade, and OSHA regulations.

10.11 PRE-BID REQUIREMENTS

None. Please contact the Public Works Administrative Assistant with any pre-bid questions.

10.12 SUBSTITUTIONS

A. Where the words "or approved equal" and "or equal" appear in these Specifications, the Contractor may substitute materials of equal quality and specification only after the Public Works Director has been notified and his/her approval obtained prior to the submittal of this Contractor's bid and before any of such items are ordered.

B. In all cases, the right is reserved to require adequate proof of the equality of the substitution before permitting its use.

10.13 SHOP DRAWINGS

A. The Contractor agrees that shop drawings reviewed by the Public Works Director are not change orders and that the purpose of shop drawing submittals by the Contractor is to demonstrate to the Public Works Director that the Contractor understands the design concept, that he/she demonstrates his/her understanding by indicating which materials he/she intends to furnish and by detailing the fabrication and installation methods he/she intends to use with the above material.

B. The Contractor further agrees that the checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown on the shop drawings is subject to the requirements of the Specifications. The Contractor is responsible for:

1. Providing two copies of the submittals for the Public Works Director's approval.

2. The Contractor further agrees that if deviations, discrepancies, or conflicts are formed between shop drawings submittal and the design specifications for review by the Public Works Director, the Design Specifications shall control and shall be followed.

3. Contractor must give the Town a project schedule with updates as needed when they plan to complete an area.

10.14 EXTRA WORK ORDERS - CREDITS

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

10.15 SITE INVESTIGATION

The Contractor shall examine the Specifications and site of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

10.16 PRECONSTRUCTION CONFERENCE

A Preconstruction Conference may be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Public Works Director a work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

10.17 INSPECTION

The Contractor shall perform a detailed inspection of the existing area, and report to the Public Works Director the extent of any hidden damages not obvious on the surface from visual observation.

10.18 REPAIR OF DAMAGES

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Public Works Director's approval regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

10.19 GUARANTEE

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

10.20 FENCING SPECIFICATIONS

- Commercial grade 6' tall all black vinyl chain link fence.
- SS-40 pipe 6 gauge wire, and 6 gauge bottom tension wire.
- Installed on existing retaining wall.
- To be completed by September 30, 2020.

10.21 CONTACT INFORMATION

The Public Works Department's Administrative Assistant is the Town of Lisbon's contact person and addressee for receiving all technical communications about the Project. Address any and all inquiries and comments regarding the Project by telephone, fax, E-mail, or letter to:

Town of Lisbon, Public Works Administrative Assistant
300 Lisbon Street
Lisbon, ME 04250
Phone: (207) 353-3000 ext. 117
Fax: 207-353-3007
rsoucy@lisbonme.org

TOWN OF LISBON
WORUMBO MILL SITE FENCING PROJECT
BID NO. 2020-010

DIVISION 20
GENERAL PROVISIONS
STANDARD SPECIFICATIONS

20.01 SCOPE:

These Standard Specifications and Addenda, if any, are to govern construction of storm sewers, sanitary sewers, water lines, streets, sidewalks, parking lots, general construction and other related work, for the Town of Lisbon, and they shall become part of any contract with the Town for the construction of said work. Provisions of these Specifications shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

20.02 DEFINITIONS:

A. Contract Documents: Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

B. Contractor: Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

C. Owner: Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

D. Public Works Director: Whenever the term Public Works Director, or a pronoun in its stead, is used, it shall mean the Public Works Director of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

F. ASTM: Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

G. Specification: Whenever the term Specifications or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

H. Contract Plans: Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the

Contractor before the date of this Contract.

I. Lump Sum Bid Price: Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

J. Unit Bid Price: Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

20.03 INSURANCE AND LIABILITY:

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

20.04 INSURANCE REQUIREMENTS

A. Claims:

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

B. Insurance:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Lisbon as additional insured**. Certificate of such insurance shall be filed with the Town Manager prior to execution of the Contract.

C. Workers' Compensation:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

D. Automotive Liability Insurance:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of

\$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

E. General Liability Insurance:

General Liability insurance with minimum limits of liability for bodily injury in the amount of five hundred thousand (\$500,000) for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of five hundred thousand (\$500,000) for each occurrence, including completed operations shall be required.

F. Performance Bond and Labor and Material Payment Bond in the sum of the total amount of the Contractor's proposal with a surety company satisfactory to the Owner will be required as surety for the faithful performance of the Contract by the successful bidder. The bonds will be required prior to execution of the Contract.

20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

20.06 LAWS AND REGULATIONS:

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Public Works Director/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

20.07 PERMITS:

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

20.08 ESTIMATES AND PAYMENTS:

The Public Works Director will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Public Works Director, the total value of the work done since the last estimate or payment amounts to less than three hundred (\$300.00) dollars. Payment may at any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The Public Works Director may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Public Works Director may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily

or permanently from time to time during the progress of the work, of such portion of the retained amount as he/she may deem prudent. The Owner may keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Director shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

20.09 FINAL ESTIMATE AND PAYMENT:

It is further mutually agreed that whenever, in the opinion of the Public Works Director, the Contractor shall have completely performed all the work embraced in this Contract, the Public Works Director shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Public Works Director hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

20.10 LAST PAYMENT TO TERMINATE LIABILITY OF CITY:

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

20.11 SITE INVESTIGATION:

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.

20.12 COMMENCEMENT OF WORK:

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Public Works Director; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the Supplemental

Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

20.13 TIME AND ORDER OF DOING WORK:

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Code Enforcement Officer.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Code Enforcement Officer; nor shall any work be done at night unless authorized in writing by the Code Enforcement Officer. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

20.14 NO DAMAGES FOR DELAY:

The Public Works Director may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Public Works Director shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

20.15 COMPETENT PERSONNEL TO BE EMPLOYED:

The Contractor shall employ only competent personnel to do the work; and whenever the Public Works Director shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Public Works Director.

20.16 NOT TO SUBLET OR ASSIGN:

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Public Works Director; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Public Works Director.

20.17 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Public Works Director shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete any

of the provisions of this Contract and these Specifications and give them due effect shall be given by the Public Works Director. Correction of any error in the Plans or Specifications may be made by the Public Works Director, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Public Works Director gives due notice in writing to the Contractor.

20.18 DUTY TO NOTIFY PUBLIC WORKS DIRECTOR IF AMBIGUITIES DISCOVERED:

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy (“ambiguity, etc.”) contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

20.19 EARLY NEGOTIATION:

A. Notice Required: When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications (“Issue”), then the Contractor shall notify the Public Works Director in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Public Works Director, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a “Notice of Issue for Consideration”. The Contractor will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

B. Negotiation: When the Public Works Director receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Public Works Director and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Public Works Director. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

20.20 ALTERATIONS:

It is further agreed that the Public Works Director may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Public Works Director may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done,

they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

20.21 NO TOWN EMPLOYEE TO BE INTERESTED:

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

20.22 ACCESS TO WORK:

The Public Works Director and the Town Manager, their assistants and inspectors may, for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Public Works Director or the Town Manager.

20.23 PUBLIC WORKS DIRECTOR TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Public Works Director shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Public Works Director by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Public Works Director with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Public Works Director or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Public Works Director has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

20.24 DEFECTIVE WORK AND MATERIALS:

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Public Works Director and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Public Works Director as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

20.25 SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation and made fly proof and satisfactory to the Health Officer, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Public Works Director shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner satisfactory to the Director.

20.26 NO INTOXICATING SUBSTANCES:

The Contractor shall neither permit nor suffer the introduction or use of intoxicating substances upon or about the works embraced in this Contract or upon any grounds occupied by him/her.

20.27 EXTRA WORK:

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contract signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Public Works Director, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Public Works Director or his/her agents specially authorized thereto in writing, and shall, when requested by the Public Works Director so to do, furnish itemized statements of cost of the extra work ordered and give the Public Works Director access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Public Works Director of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Public Works Director an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Public Works Director shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (10%) per cent. No allowance will be made for overhead costs.

20.28 REDUCTION OF WORK:

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Public Works Director or his/her agents specially authorized thereto in writing. If no unit price exists, it will be an estimate to be made by the Public Works Director and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

20.29 NO TIME EXTENSION:

The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of two hundred (\$200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Public Works Director and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Public Works Director and the Town Manager; in which case the inspection cost charges will begin on the first working day after the extended time limit.

20.30 EMPLOYMENT OF LABOR:

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

20.31 PAYMENT FOR MATERIALS:

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.

20.32 GUARANTEE:

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Director of Public Works require repairing, the Director shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Director within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Director of Public Works may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

20.33 WORK DAY:

A work day shall be any day, other than a State of Maine legal holiday, Saturday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) per cent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday or Sunday, such a day will be considered and counted as a work day.

END OF DOCUMENT

PARKING LEASE

This Parking Lease (the "Agreement"), effective as of August 11, 2020 (the "Effective Date"), is by and between the Town of Lisbon, Maine (the "Lessee") and Five Main, LLC, a Maine limited liability company with a mailing address of 41 Longfellow Avenue, Brunswick, Maine 04011 (the "Lessor").

1. **LEASED PREMISES:** In consideration of the mutual covenants contained in this Agreement, Lessor leases to Lessee the exclusive right (except as otherwise specifically indicated in Section 9) to use the parking lot located at Five Main Street in Lisbon Falls, Maine, consisting of 8 parking spaces as designated in **Exhibit A** (the "Leased Premises"). The legal description of Five Main Street is attached to this Agreement as **Exhibit B**. By entering into this Agreement, the Lessee is not claiming (and should not be interpreted as claiming), and Lessee agrees not to at any time claim, prescriptive rights to the Leased Premises.
2. **TERM; TERMINATION:** This Agreement commences as of the Effective Date and will continue for a term of 3 years, ending July 31, 2023, at which time it will automatically renew for an additional 3 year term, ending July 31, 2026, unless by July 1, 2023 a party gives written notice of termination to the other party. Notwithstanding the foregoing, the Lessor shall have the right to terminate this Agreement at any time by giving written notice to the Lessee at least 60 days prior to Lessor's desired date for resuming full occupancy of the Leased Premises.
3. **RENTAL:** Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) per year of use, payable by December 31 each year of the Agreement.
4. **USE OF PREMISES:** Lessee shall use the Leased Premises solely for parking by the public, except during the Moxie Festival each year, when Lessee may use the Leased Premises for purposes of the Festival. Permission relative to any other uses of the Leased Premises by Lessee must be obtained in writing in advance from the Lessor. Lessee shall be solely responsible for enforcing its own rules and regulations relating to parking by the public on the Leased Premises. Notwithstanding anything herein to the contrary, parking in the space designated as "reserved" in **Exhibit A** is reserved exclusively for Lessor/Michael Kolster or his designated guests except during the Moxie festival each year when the Town shall have exclusive use of the space designated as "reserved" in Exhibit A. When parking overnight, Lessor shall clearly post, in a location within the vehicle that is clearly visible from the outside of the vehicle, a note indicating that the vehicle belongs to Lessor/Michael Kolster or his designated guest.
5. **QUIET ENJOYMENT:** Lessor covenants and agrees that Lessor has good right and title to lease the Leased Premises in the manner provided in this Agreement, and will keep Lessee in quiet possession and enjoyment of the Leased Premises during the term of this Agreement.
6. **SUBLEASE OR ASSIGNMENT:** The Leased Premises shall not be sublet in whole or in part nor shall this Agreement be assigned or transferred, without the prior express written consent of Lessor.
7. **RELEASE & INDEMNITY:** Lessee shall hold harmless on account of, and shall indemnify and defend Lessor, its members, officers and agents, against, all losses, claims, damages, and expenses incurred by Lessor arising out of or relating to use of the Leased Premises by Lessee, Lessee's agents and employees, or any member of the public other than Lessor/Michael Kolster or his designated guests, including without limitation the payment of Lessor's defense costs and reasonable attorneys' fees.

8. **INSURANCE:** Lessee shall maintain throughout the term of this Agreement commercial general liability insurance insuring Lessor and Lessee, as their interests may appear, against liability for death or injury to person or persons or damage to property occurring in or about the Leased Premises in accordance with standard policies of the Town of Lisbon. Lessee shall cause Lessor to be named as an additional insured on such policy. Upon request, Lessee shall provide Lessor a copy of such insurance policy. If Lessor's commercial general liability insurance policy rate increases as a direct result of this Agreement, upon Lessor's request the Lessee will pay such additional amount incurred. As of the Effective Date, Lessor's annual premium for such policy is \$922. Any such request must be accompanied by evidence from the insurance company reflecting the premium increase that has resulted from this Agreement.

9. **MAINTENANCE:** Lessee agrees to accept the Leased Premises in "as-is" condition as of Effective Date. Lessee shall construct and display at its expense signage identifying the leased parking spaces which the public is entitled to use. No other modifications to the Leased Premises by Lessee shall be permitted. Lessee shall continue to maintain the painted parking stripes on the lot per its standard schedule for such activities, and shall provide snow removal for the Leased Premises. Lessor shall construct and display at its expense signage/painting identifying the one space that Lessor is reserving for its sole and exclusive use, as noted in in **Exhibit A**.

10. **PROPERTY TAXES:** Lessor shall pay all real estate taxes levied by the Town of Lisbon on the Leased Premises.

11. **NOTICES:** All notices, requests, and demands required or permitted by this Agreement shall be sent in writing by United States Certified Mail, postage prepaid, addressed to the respective party as follows:

LESSEE: Town of Lisbon
c/o Town Clerk
300 Lisbon Street
Lisbon, Maine 04250

LESSOR: Five Main, LLC
c/o Michael J. Kolster
41 Longfellow Avenue
Brunswick, Maine 04011

Such notices, requests, and demands shall be deemed effective upon receipt or refusal. The above addresses may be changed at any time by the giving of written notice as provided above.

12. **BINDING EFFECT:** This Agreement is binding upon the parties and their heirs, successors, and assigns.

13. **INTEGRATION:** This Agreement constitutes the entire understanding of the parties with respect to its subject matter hereof and supersedes all prior agreements, whether written or oral, regarding the Leased Premises. This Agreement may not be amended except in a writing signed by both parties.

TOWN OF LISBON

FIVE MAIN, LLC

By:
Its:

Michael J. Kolster
President

EXHIBIT A

The Leased Premises is represented by the area shaded in green below. It consists of 8 parking spaces, one of which (shaded in yellow) is reserved exclusively for use by Five Main, LLC/Michael Kolster or his designated guests.



EXHIBIT B

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

BEGINNING at a point on the southeasterly line of Main Street sixty-one feet eight inches (61' 8") northerly of the intersection of said line of Main Street with the northeasterly line of Oak Street which point of beginning designates the northerly corner of a parcel of land conveyed by William Bauer et ux to Anthony J. Dumas by deed dated May 29, 1969 and recorded in the Androscoggin County Registry of Deeds in Book 1003, Page 532, which parcel was later included in a deed given by said Dumas to Depositors Trust Company dated July 16, 1969 and recorded in said Registry of Deeds in Book 1006, Page 386;

THENCE the line runs in a northeasterly direction along said line of Main Street a distance of approximately thirty (30) feet to the point of beginning described in a deed given by Morse Bros. Co. to J. Phair Jones, dated September 1, 1967 and recorded in the Androscoggin County Registry of Deeds in Book 982, Page 308;

THENCE the line runs in an easterly direction along the northerly limit of the side wall of the "Brewster Block" which is situated upon the premises hereby conveyed a distance of sixty (60) feet to the southeasterly corner of said land conveyed to Jones;

THENCE the line runs in a northerly direction along the easterly line of said land conveyed to Jones a distance of twenty-four (24) feet to land formerly of James A. Foster;

THENCE the line runs in an easterly direction along said Foster land a distance of thirty-six (36) feet, more or less, to the most easterly line of the land of this grantor,

THENCE the line runs in a southerly direction along land now or formerly of said Foster and along land now or formerly of Ellery Robinson a distance of fifty-four (54) feet, more or less, to the line established in an exchange of deeds between Morse Bros. Oil Co., Inc. and Anthony J. Dumas recorded in the Androscoggin County Registry of Deeds in Book 1003, Page 799 and in Book 1006, Page 268;

THENCE the line runs in a westerly direction along the line established by said deeds a distance of approximately ninety-six (96) feet to the POINT OF BEGINNING.

For source of title reference is made to deed from Michael J. Kolster to Five Main, LLC dated September 27, 2019 and recorded in the Androscoggin County Registry of Deeds in Book 10190, Page 327.

Bid Opening
Lisbon Falls Rubber Roof Replacement Project
Wednesday, August 5, 2020
11:00am
Town Manager's Office

Present: Diane Barnes, Town Manager
Ray Soucy, Public Works Administrative Assistant

The following bids were received and publicly opened:

| | |
|------------------------------|-------------|
| Restorations Home Remodeling | \$42,500.00 |
|------------------------------|-------------|



Estimate 1020

ADDRESS

Lisbon Falls Fire Company
30 Main Street
Lisbon Falls, ME 04252

DATE
07/21/2020

TOTAL
\$42,500.00

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|------|-----------|
| Main Roof - 42 square, currently ballast, will be gluedown .060 EDPM | | | 37,800.00 |
| Utility Room Roof - 4 square | | | 2,400.00 |
| Tower Roof - 2 square | | | 2,300.00 |

This estimate is to remove the ballast roof layer from the main roof, install 1" foam and new .060 EDPM with new boots and flashings at penetrations and drains. White drip edge will be installed. Also priced are the utility room and the tower roof.

TOTAL \$42,500.00

THANK YOU.

Accepted By

Accepted Date

Please send payment to
25 Frost Hill Ave
Lisbon Falls, ME 04252

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

PROPOSAL

To: Town Manager
Lisbon Town Office,
300 Lisbon Street
Lisbon, Maine 04250

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Town Manager as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

The proposed worked to be performed includes the replacement of an existing flat roof system on the Lisbon Falls Fire Station. This project will include furnishing and installing the following materials and completing the following tasks:

| # | Description | Qty | Unit \$/SF | Total \$ |
|---|---|---------|------------------|----------|
| | Prior to commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Town's Code Enforcement Officer. | | | |
| | Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner | 48 sq | \$200/100 sq ft. | \$ 9,600 |
| | Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing. | | | \$ 1,000 |
| | Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed. The Contractor shall install the material in a continuous fashion, free of any gaps and voids. | 7 | | \$ 1,400 |
| | Install 1" foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof. | 48 sq | \$125/100 sq ft. | \$ 6,000 |
| | Install white metal drip edge at all trim areas. | 370 ft. | \$ 8 ft. | \$ 2,960 |

| | | | | |
|-----------------------------|---|-------|--------------------|------------------------|
| | Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water. The Contractor shall operate in a safe manner and will observe all OSHA guidelines. | 2 | \$270/each | \$ 540 |
| | The roof shall be a fully adhered mechanically fastened roof or a ballast roof. | 48 sq | \$437.50/100 sq ft | \$ 21,000 |
| | The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s). | | | |
| | The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer's warranty for the insulation and membrane materials. The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion. | | | |
| | Contractor shall provide the following items as additional scope of work items. The Town shall have the sole authority to determine whether or not these items are included in the accepted bid amount. a. Total System Warranty with a minimum of twenty (20) years | 1 | | included in roof price |
| Total Base Bid Price | | | \$ 42,500 | |

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Town Manager in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as

BID BOND
(Percentage)

Bond No. 65169209

KNOW ALL PERSONS BY THESE PRESENTS, That we Restorations Home Remodeling, LLC
of 25 Frost Hill Ave, Lisbon Falls, ME 04252

_____, hereinafter referred to as the Principal, and
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto Town of Lisbon

~~XX~~ _____, hereinafter referred to as the Obligee, in the amount of
Five Percent of the Amount Bid
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for _____
Lisbon Falls Fire Station Rubber Roof Project

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 5th day of August, 2020.

Principal

Restorations Home Remodeling, LLC

DocuSigned by:

BY: [Signature]
FF2BAC06AEE9445...

Surety

WESTERN SURETY COMPANY

BY: Pamela Edwards
Pamela J Edwards, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65169209

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Pamela J Edwards

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Restorations Home Remodeling, LLCObligee: Town of LisbonAmount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 65169209 is not issued on or before midnight of November 3rd, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 5th day of August, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 5th day of August, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of August, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



RESTHOM-01

KAYROUX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/5/2020

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

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

| | | | |
|---|---|--------------------------|---------------|
| PRODUCER NFP Property & Casualty Services, Inc. 185 Webster Street Lewiston, ME 04240 | CONTACT Kay Roux NAME: | | |
| | PHONE (A/C, No, Ext): (207) 784-9358 | FAX (A/C, No): | |
| | E-MAIL ADDRESS: kay.roux@nfp.com | | |
| INSURED Restorations Home Remodeling, LLC 25 Frost Hill Ave. Lisbon Falls, ME 04252 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Union Insurance Company | | 25844 |
| | INSURER B: Continental Western Insurance Company | | 10804 |
| | INSURER C: Maine Employers Mutual Ins Co. | | 11149 |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | CNA5431899-10 | 5/15/2020 | 5/15/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | CAA5431900-10 | 5/15/2020 | 5/15/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | 1810099918 | 6/30/2020 | 6/30/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Lisbon are additional insured.
Project: For work on town building.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Town of Lisbon Attn: Brenda - Accounts Payable 300 Lisbon Street Lisbon, ME 04250 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |



May 20, 2015

Restorations Home Remodeling
4 Capital Avenue
Lisbon Falls, ME 04252

Subject: **WeatherBOND Recognized Roofing Contractor**

Welcome to WeatherBond

Congratulations, you are now a Recognized WeatherBond Contractor (Contr#267197). We look forward to a long successful relationship.

To request a warranty please go to www.weatherbondroofing.com and print a Warranty Request Form located in the Recognized Contractor section. After a successful review of your Warranty Request, WeatherBond will send you an invoice for the warranty. Upon payment of the warranty fees, WeatherBond will send the warranty paperwork to you for delivery to the Building Owner.

If you have any questions please don't hesitate to call 866-471-5125.

Thank you,

A handwritten signature in cursive script that reads "Stacey E. Russell".

Stacey E. Russell
Office Support Coordinator

cc: Mike Rohrer – National Sales Manager
Joe Barlow – Technical Sales Rep
Bob Nelson - Representative

WEATHERBOND

P.O. Box 251 • Plainfield, PA 17081
TEL: 866 471 5125 • FAX: 717 960 4034

TOWN OF LISBON, MAINE



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS
FOR
TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011**

**PREPARED BY
TOWN OF LISBON
TOWN MANAGER'S OFFICE
300 LISBON STREET
LISBON, ME 04210**

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

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TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

REQUEST FOR PROPOSAL

Bid #2020-011
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT

July 10, 2020

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Wednesday, August 05, 2020 until 11:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT**.

The Town Council reserves the right to accept or reject any and all proposals.

Please use a sealed envelope clearly marked with the bid name and number when submitting your bid. Only sealed bids will be accepted. Faxed bids will not be considered.

Respectfully,

Diane Barnes
Town Manager

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

Bid Date: August 5, 2020 @ 11:00 a.m.

The Town of Lisbon is accepting sealed bids with the intent to satisfactorily furnish and install all aspects of the **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT**.

SCOPE OF WORK

Furnish and Install:

The proposed work to be performed includes the replacement of an existing flat roof system on the Lisbon Falls Fire Station. This project will include the following tasks:

- Prior to commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Town's Code Enforcement Officer.
- Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner
- Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing.
- Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed
- Install 1" foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof.
- Install white metal drip edge at all trim areas.
- The Contractor shall install the material in a continuous fashion, free of any gaps and voids.
- The roof shall be a fully adhered mechanically fastened roof or a ballast roof.
- Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water.
- The Contractor shall operate in a safe manner and will observe all OSHA guidelines.
- The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s).
- The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion.
- The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer's warranty for the insulation and membrane materials.
- Contractor shall provide the following items as additional scope of work items. The Town shall have the sole authority to determine whether or not these items are included in the accepted bid amount.
 - a. Total System Warranty with a minimum of twenty (20) years

TIME LINE

The contractor shall prosecute the work continuously until completion unless an alternate time line is approved by the Town Manager.

| | |
|--------------------|--|
| Pre-Bid Meeting: | July 22, 2020, 10:00 a.m. LFD Main Street Lisbon Falls |
| Bids Due: | 11:00 a.m. on August 05, 2020 |
| Bid to be Awarded: | On or after August 11, 2020 |
| Start date: | After receipt of the Notice to Proceed |
| Completion date: | November 15, 2020 |

The contractor will carry out all work necessary to complete this project. The contractor shall include all materials, equipment, tools, services and supervision necessary to furnish, deliver, unload, demolish, dispose, install and place into satisfactory operation the equipment as called for or hereinafter specified, including any incidental work not specified, but which can reasonably be inferred as part of this project.

All contractors who plan to submit a proposal may request access to the Lisbon Falls Fire Department before the bid due date during normal business hours.

Each bidder is required to state in his/her proposal, his/her name and place of residence and the names of all persons or parties interested as principals with him/her, and that the proposal is made without any connection with any other bidder making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in the proposal or in any contract which may be entered into to which the proposal relates, or in any portion of the profits therefrom, except as provided by the Town Code of Ordinance.

The proposal must be signed by the bidder with his/her full name and address and be enclosed in a sealed envelope. The sealed envelope shall be marked with the name and address of the bidder and entitled: **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT**, and be addressed to: Town Manager, Lisbon Town Offices, 300 Lisbon Street, Lisbon, ME 04250. All mailed proposals should be sent registered mail to ensure delivery.

Any bidder may withdraw his/her proposal prior to the scheduled time for the opening of proposals upon presentation to the Town Manager of a request, in writing, to do so. Any bidder who withdraws his/her proposal within thirty (30) days after the actual opening thereof shall be considered to have abandoned his/her proposal. Any proposal received after the scheduled opening time will not be considered. The Lisbon Town Council reserves the right to waive any formality and may consider as informal any proposal not prepared and submitted in accordance with these provisions. The Lisbon Town Council reserves the right to accept any proposal or reject any or all proposals if it is deemed to be in the Town's best interest to do so.

All materials and workmanship shall carry the manufacturer's standard guarantee. The bidder shall warrant to the buyer that the proposal conforms to these specifications without deviations.

All bidders must provide documentation that they are purchasing from an authorized dealer of the bid item at the time of the bid. Bidders that are unable to provide documentation from the manufacturer will not be considered.

The Contract must be signed within ten (10) days, Saturdays, Sundays, and holidays accepted, after the date of notification to the bidder by the "Town Manager" of the acceptance of his/her Proposal and readiness of the Contract to be signed. If the bidder fails or neglects, after such notification, to execute the Contract, the Town Council may determine that the Proposal has been abandoned; and, in such case, the bid security accompanying the Proposal will be forfeited to the Town of Lisbon.

Each Bid shall be accompanied by a Bid Bond in an amount equal to five percent (5%) of the total amount of the principal's bid. In lieu of a bid bond, a bidder may submit a certified check, cashier's check or cash escrow in the face amount required for the bond. Such bid security shall be given as a guarantee that the bidder will enter into a contract and provide the required insurance if awarded the work.

The bid security of the unsuccessful bidders will be returned on or before the date that is five (5) days after the execution of the contract or, if no such contract shall have been executed, on or before the date that is 60 days after the date of the opening of the bids. The bid security of the successful bidder will be returned only after such bidder shall have executed the agreement and furnished the contract evidence of insurance required.

All materials and labor required to complete the work shall be supplied by the Contractor unless otherwise provided for in the Supplemental Specifications. The cost and expense of all the necessary materials, labor, tools and equipment required to complete the work shall be included in the prices stated in the Proposal.

The Town may set off any unpaid taxes, fees or other charges or other amounts owed by the Contractor against the contract price, in full or partial satisfaction.

All questions by prospective bidders pertaining to the Contract Documents, Plans and Specifications must be received, in writing, by the Town Manager, at least five (5) days before the date set for the opening of the Proposals. Any questions which, in the opinion of the "Town Manager", require interpretation, will be sent by email, with the interpretation, in the form of a numbered Addendum, to each person or firm who has taken out a set of Contract Documents, not later than three (3) days prior to the scheduled opening of the Proposals. Addenda issued later than three (3) days prior to the scheduled opening of the Proposals will be by email. Bidders shall acknowledge receipt of all Addenda in the space provided therefore in the Proposal Form, whether the Addenda are in response to questions or otherwise issued by the Town.

Proposals will be considered irregular and will be rejected for the following reasons:

- (a) If the Proposal is on a form other than that furnished by the Town or if the form is altered in any way.

- (b) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind which may make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- (c) If the Bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.
- (d) If the Proposal does not contain a unit price for each pay item listed unless otherwise specified.
- (e) If any of the bid prices are unbalanced, or do not reflect the actual cost required to perform the work, as outlined in the Plans and Specifications.

INSURANCE:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required.

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

PROPOSAL

To: Town Manager
Lisbon Town Office,
300 Lisbon Street
Lisbon, Maine 04250

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| # | Description | Qty | Unit \$/SF | Total \$ |
|---|---|-----|------------|----------|
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| | Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner | | | |
| | Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing. | | | |
| | Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed. The Contractor shall install the material in a continuous fashion, free of any gaps and voids. | | | |
| | Install 1" foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof. | | | |
| | Install white metal drip edge at all trim areas. | | | |

| | | | | |
|-----------------------------|---|--|----|--|
| | Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water. The Contractor shall operate in a safe manner and will observe all OSHA guidelines. | | | |
| | The roof shall be a fully adhered mechanically fastened roof or a ballast roof. | | | |
| | The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s). | | | |
| | The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer's warranty for the insulation and membrane materials. The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion. | | | |
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| Total Base Bid Price | | | \$ | |

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Town Manager in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

The undersigned hereby further declares that the only persons or parties interested in this Proposal, as principals, are named below; that the Proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Lisbon is directly or indirectly interested in this Proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as

principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

| | |
|---------------------------|--|
| Company Name | |
| Signature | |
| Title | |
| Printed Name | |
| Physical Address | |
| | |
| Mailing Address | |
| | |
| Firm's IRS ID # /DUNS# | |
| Date | |
| Phone # | |
| Fax # | |
| E-Mail Address | |

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

CONTRACT

This Agreement, made and entered into the date listed below, in the year two thousand and twenty between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

hereinafter called "Contractor", with legal address and principal place of business at:

party of the second part:

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Notice to Contractors
- B. Proposal
- C. Contract
- D. Notice of Award
- E. Notice to Proceed
- F. Supplemental Specifications
- G. Standard Specifications
- H. Contract Plans, if any
- I. Addenda, if any
- J. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay

the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

The proposed work to be performed includes the replacement of an existing flat roof system on the Lisbon Falls Fire Station. This project will include furnishing and installing the following materials and completing the following tasks:

| # | Description | Qty | Unit \$/SF | Total \$ |
|---|---|-----|------------|----------|
| | Prior to commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Town's Code Enforcement Officer. | | | |
| | Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner | | | |
| | Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing. | | | |
| | Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed. The Contractor shall install the material in a continuous fashion, free of any gaps and voids. | | | |
| | Install 1" foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof. | | | |
| | Install white metal drip edge at all trim areas. | | | |
| | Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water. The Contractor shall operate in a safe manner and will observe all OSHA guidelines. | | | |
| | The roof shall be a fully adhered mechanically fastened roof or a ballast roof. | | | |
| | The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s). | | | |
| | The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer's warranty for the insulation and membrane materials. The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion. | | | |

| | | | | |
|-----------------------------|---|--|----|--|
| | Contractor shall provide the following items as additional scope of work items. The Town shall have the sole authority to determine whether or not these items are included in the accepted bid amount. a. Total System Warranty with a minimum of twenty (20) years | | | |
| Total Base Bid Price | | | \$ | |

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

By its _____ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

Witness

Witness

By: _____
Diane Barnes, Town Manager

Date: _____

By: _____
Contractor

Date: _____

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

NOTICE OF AWARD

To:

The Town of Lisbon has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your Bid has been accepted for the **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT** for a total award of _____. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Security and certificates of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bond within ten (10) days from the date of this Notice, said Town of Lisbon will be entitled to consider all your rights arising out of the Town acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the Town of Lisbon.

Dated this: _____

By: _____
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) _____

this the _____ day of _____, 2020

By: _____

Title: _____

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

NOTICE TO PROCEED

To:

You are hereby notified to proceed with the work entitled **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work within ten (10) calendar days (or other start time as specified) from the date of this Notice to Proceed. The work is to be completed by November 15, 2020 as stated in the Contract.

By: _____

Title: _____

Date: _____

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

DIVISION 10
SUPPLEMENTAL SPECIFICATIONS

10.0 SCOPE OF WORK

The intent of the **LISBON FALLS FIRE STATION RUBBER ROOF PROJECT** is to satisfactorily furnish and install:

The proposed work to be performed includes the replacement of an existing flat roof system on the Lisbon Falls Fire Station. This project will include the following tasks:

- Prior to commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Town's Code Enforcement Officer.
- Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner
- Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing.
- Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed
- Install 1" foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof.
- Install white metal drip edge at all trim areas.
- The Contractor shall install the material in a continuous fashion, free of any gaps and voids.
- The roof shall be a fully adhered and mechanically fastened roof or a ballast roof.
- Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water.
- The Contractor shall operate in a safe manner and will observe all OSHA guidelines.
- The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s).
- The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion.
- The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer's warranty for the insulation and membrane materials.
- Contractor shall provide the following items as additional scope of work items. The Town shall have the sole authority to determine whether or not these items are included in the accepted bid amount.
 - b. Total System Warranty with a minimum of twenty (20) years

Bids will be received at the Town Manager's Office **until 11:00 a.m. on Wednesday, August 05, 2020,** and then, at said office, publicly opened and read aloud.

10.1 BID AWARD OR REJECTION

It is the intent of the Town to award a contract within ten (10) days after the bid due date. The Town reserves the right to reject any or all bids. The contract shall be awarded to one contractor, based upon

total price of the Base Bid or in combination of Base Bid, with any/all alternatives, depending on the availability of funding or as being in the best interest of the Town.

10.2 TIME LIMIT

The Contractor shall complete all work outlined in the Contract Documents by **November 15, 2020**. The Town Manager or his/her representative may extend the time limit, if the Contractor submits, in writing, evidence that he/she cannot complete the project within the time limit specified because of the long delivery time on the material or other justifiable reasons. The Contractor shall be responsible for ordering his/her materials promptly. The decision of the Town Manager or his/her representative regarding the time extension shall be final.

10.3 MATERIALS

The Contractor shall supply all materials, equipment, and labor, as necessary to complete the project in accordance with the specifications.

10.4 SAFETY

During the course of the work, the Contractor shall assume full responsibility for the safety and protection of all workers and the general public. The Contractor shall barricade walkways and do any other work necessary to protect pedestrians while work is being done in or around the Fire Station. If the Contractor plans to block off apparatus bay doors and fire station parking, an existing egress around the building or change the current pedestrian traffic scheme, or building access, he/she must notify the town, in writing, and obtain written approval. The Contractor must also provide an alternative to the existing pedestrian traffic plan or building access to the Town for its approval one week prior to instituting the change.

10.5 PRE-QUALIFICATION

The contractor must have a minimum of five (5) years of experience with all aspects of the specified project.

10.6 GENERAL CONDITIONS

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

10.7 PERMITS AND APPROVALS

A. The Contractor shall obtain and pay for all necessary permits from the Lisbon Town Office as may be required in connection with the work of this Specification.

B. The Contractor shall execute all work to conform to the requirements of all local, State, and Federal laws, regulations, etc., applicable to the work.

10.8 CODES AND ORDINANCES

All installation work specified shall conform to all codes and ordinances that apply.

10.9 ERRORS OR OMISSIONS

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work. Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

10.10 WORKMANSHIP AND INSTALLATION

All work performed under this Specification shall be of the highest quality and conform to accepted standards of the trade, and OSHA regulations.

10.11 PRE-BID REQUIREMENTS

July 22, 2020 10:00am Lisbon Falls Fire Station is scheduled and everyone planning to bid is encouraged to attend.

10.12 SUBSTITUTIONS

A. Where the words "or approved equal" and "or equal" appear in these Specifications, the Contractor may substitute materials of equal quality and specification only after the Code Enforcement Officer has been notified and his/her approval obtained prior to the submittal of this Contractor's bid and before any of such items are ordered.

B. In all cases, the right is reserved to require adequate proof of the equality of the substitution before permitting its use.

10.13 EXTRA WORK ORDERS - CREDITS

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

10.14 SITE INVESTIGATION

The Contractor shall examine the Specifications and site of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

10.15 PRECONSTRUCTION CONFERENCE

A Preconstruction Conference may be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Code Enforcement Officer a work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

10.16 INSPECTION

The Contractor shall perform a detailed inspection of the existing area, and report to the Code Enforcement Officer the extent of any hidden damages not obvious on the surface from visual observation.

10.17 REPAIR OF DAMAGES

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Code Enforcement Officer's approval regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

10.18 GUARANTEE

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

10.19 ROOF SPECIFICATIONS

Furnish and Install:

The proposed work to be performed includes the replacement of an existing flat roof system on the Lisbon Falls Fire Station. This project will include the following tasks:

- Prior to commencement of construction activities, the Contractor will provide design drawings of sufficient detail to obtain a Building Permit from the Town's Code Enforcement Officer.
- Remove the existing ballast roof layer from the main roof. Dispose of in an approved manner
- Make all necessary repairs to the substructure in preparation for new 060 epdm rubber roofing.
- Install new rubber boots and flashing at all penetration and drains. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed.

- Install 1” foam and new 060 epdm rubber roofing on Main roof, Utility room roof and Tower roof.
- Install white metal drip edge at all trim areas.
- The Contractor shall install the material in a continuous fashion, free of any gaps and voids.
- The roof shall be a fully adhered mechanically fastened roof or a ballast roof.
- Tapered insulation shall be installed, pitched to the drains for proper drainage to keep the roof free from standing water.
- The Contractor shall operate in a safe manner and will observe all OSHA guidelines.
- The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around Fire Station. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor (s).
- The Contractor shall provide to the Town any and all manuals and/or warranty information related to this project upon completion.
- The Contractor shall provide a minimum two (2) year warranty on labor and materials and a minimum twenty (20) year manufacturer’s warranty for the insulation and membrane materials.
- Contractor shall provide the following items as additional scope of work items. The Town shall have the sole authority to determine whether or not these items are included in the accepted bid amount.
 - c. Total System Warranty with a minimum of twenty (20) years

10.20 CONTACT INFORMATION

The Code Enforcement Officer is the Town of Lisbon’s contact person and addressee for receiving all technical communications about the Project. Address any and all inquiries and comments regarding the Project by E-mail to:

Town of Lisbon
 Dennis Douglass, CEO, BI, LPI, LHO
 300 Lisbon Street
 Lisbon, ME 04250
 Phone: (207) 353-3000 ext. 111
 Cell: 207-751-6778
 ddouglass@lisbonme.org

TOWN OF LISBON
LISBON FALLS FIRE STATION RUBBER ROOF PROJECT
BID NO. 2020-011

DIVISION 20
GENERAL PROVISIONS
STANDARD SPECIFICATIONS

20.01 SCOPE:

These Standard Specifications and Addenda, if any, are to govern construction of storm sewers, sanitary sewers, water lines, streets, sidewalks, parking lots, general construction and other related work, for the Town of Lisbon, and they shall become part of any contract with the Town for the construction of said work. Provisions of these Specifications shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

20.02 DEFINITIONS:

A. Contract Documents: Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

B. Contractor: Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

C. Owner: Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

D. Code Enforcement Officer: Whenever the term Code Enforcement Officer, or a pronoun in its stead, is used, it shall mean the Code Enforcement Officer of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

F. ASTM: Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

G. Specification: Whenever the term Specification (s) or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

H. Contract Plans: Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the

Contractor before the date of this Contract.

I. Lump Sum Bid Price: Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

J. Unit Bid Price: Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

20.03 INSURANCE AND LIABILITY:

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

20.04 INSURANCE REQUIREMENTS

A. Claims:

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

B. Insurance:

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below **naming the Town of Lisbon as additional insured**. Certificate of such insurance shall be filed with the Town Manager prior to execution of the Contract.

C. Workers' Compensation:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$400,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

D. Automotive Liability Insurance:

Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of

\$400,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

E. General Liability Insurance:

General Liability insurance with minimum limits of liability for bodily injury in the amount of five hundred thousand (\$500,000) for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of five hundred thousand (\$500,000) for each occurrence, including completed operations shall be required.

F. Bid Bond Each Bid shall be accompanied by a Bid Bond in an amount equal to five percent (5%) of the total amount of the principal's bid. In lieu of a bid bond, a bidder may submit a certified check, cashier's or cash escrow in the face amount required for the bond .

20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

20.06 LAWS AND REGULATIONS:

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Code Enforcement Officer/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

20.07 PERMITS:

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

20.08 ESTIMATES AND PAYMENTS:

The Code Enforcement Officer will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Code Enforcement Officer, the total value of the work done since the last estimate or payment amounts to less than three hundred (\$300.00) dollars. Payment may at any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The Code Enforcement Officer may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Code Enforcement Officer may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily or permanently from time to time during the progress of the work, of such portion of the retained amount as

he/she may deem prudent. The Owner may keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Town Manager shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

20.09 FINAL ESTIMATE AND PAYMENT:

It is further mutually agreed that whenever, in the opinion of the Code Enforcement Officer, the Contractor shall have completely performed all the work embraced in this Contract, the Code Enforcement Officer shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Code Enforcement Officer hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

20.10 LAST PAYMENT TO TERMINATE LIABILITY OF CITY:

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

20.11 SITE INVESTIGATION:

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.

20.12 COMMENCEMENT OF WORK:

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Code Enforcement Officer; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the

Supplemental Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

20.13 TIME AND ORDER OF DOING WORK:

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Code Enforcement Officer.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Code Enforcement Officer; nor shall any work be done at night unless authorized in writing by the Code Enforcement Officer. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

20.14 NO DAMAGES FOR DELAY:

The Code Enforcement Officer may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Code Enforcement Officer shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

20.15 COMPETENT PERSONNEL TO BE EMPLOYED:

The Contractor shall employ only competent personnel to do the work; and whenever the Code Enforcement Officer shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Code Enforcement Officer.

20.16 NOT TO SUBLET OR ASSIGN:

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Code Enforcement Officer; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Code Enforcement Officer.

20.17 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Code Enforcement Officer shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete

any of the provisions of this Contract and these Specifications and give them due effect shall be given by the Code Enforcement Officer. Correction of any error in the Plans or Specifications may be made by the Code Enforcement Officer, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Code Enforcement Officer gives due notice in writing to the Contractor.

20.18 DUTY TO NOTIFY CODE ENFORCEMENT OFFICER IF AMBIGUITIES DISCOVERED:

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

20.19 EARLY NEGOTIATION:

A. Notice Required: When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications ("Issue"), then the Contractor shall notify the Town Manager in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Code Enforcement Officer, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

B. Negotiation: When the Town Manager receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Town Manager and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Code Enforcement Officer. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

20.20 ALTERATIONS:

It is further agreed that the Code Enforcement Officer may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Code Enforcement Officer may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity

actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done, they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

20.21 NO TOWN EMPLOYEE TO BE INTERESTED:

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

20.22 ACCESS TO WORK:

The Code Enforcement Officer and the Town Manager, their assistants and inspectors may, for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Code Enforcement Officer or the Town Manager.

20.23 CODE ENFORCEMENT OFFICER TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Code Enforcement Officer shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Code Enforcement Officer by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Code Enforcement Officer with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Code Enforcement Officer or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Code Enforcement Officer has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

20.24 DEFECTIVE WORK AND MATERIALS:

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Code Enforcement Officer and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Code Enforcement Officer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials

used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

20.25 SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation and made fly proof and satisfactory to the Health Officer, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Code Enforcement Officer shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner satisfactory to the Health Officer.

20.26 NO INTOXICATING SUBSTANCES:

The Contractor shall neither permit, nor suffer the introduction or use of intoxicating substances upon or about the works embraced in this Contract or upon any grounds occupied by him/her.

20.27 EXTRA WORK:

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contract signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Code Enforcement Officer, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Code Enforcement Officer or his/her agents specially authorized thereto in writing, and shall, when requested by the Code Enforcement Officer so to do, furnish itemized statements of cost of the extra work ordered and give the Code Enforcement Officer access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Code Enforcement Officer of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Code Enforcement Officer an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Code Enforcement Officer shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (15%) per cent. No allowance will be made for overhead costs.

20.28 REDUCTION OF WORK:

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Code Enforcement Officer or his/her agents specially authorized thereto in

writing. If no unit price exists, it will be an estimate to be made by the Code Enforcement Officer and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

20.29 NO TIME EXTENSION:

The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of two hundred (\$200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Code Enforcement Officer and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Code Enforcement Officer and the Town Manager; in which case the inspection cost charges will begin on the first working day after the extended time limit.

20.30 EMPLOYMENT OF LABOR:

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

20.31 PAYMENT FOR MATERIALS:

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.

20.32 GUARANTEE:

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Town Manager require repairing, the Town Manager shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Town Manager within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Town Manager may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

20.33 WORK DAY:

A work day shall be any day, other than a State of Maine legal holiday, Saturday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) per cent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday, Saturday or Sunday, such a day will be considered and counted as a work day.

END OF DOCUMENT

ORDINANCE AUTHORIZING THE TOWN OF LISBON TO ISSUE AN ADDITIONAL AMOUNT OF UP TO \$140,000 IN BONDS TO FINANCE LISBON'S 10% SHARE OF THE COST OF RECONSTRUCTING STATE ROUTE 125 FROM STATE ROUTE 196 TO HUSTON STREET.

BE IT ORDAINED, pursuant to Articles 6.09 and 8.11(b)(2) of the Charter of the Town of Lisbon and section 5772 of Title 30-A of the Maine Revised Statutes,

- (1) that in addition to the borrowing of \$430,000 authorized by the voters the Town of Lisbon (the "Town") in November of 2018 to finance Lisbon's 10% share of the costs of reconstruction of State Route 125 from the intersection of State Route 196 to Huston Street (the "Project"), the Town be authorized to borrow an additional \$140,000 to reflect increases in cost estimates of the Project, so that the Town will be authorized to issue its general obligation bonds, and notes in anticipation thereof, in a cumulative amount not to exceed \$570,000 (collectively, the "Bonds"), to fund the Project, subject to approval of federal and state funding of approximately \$5,130,000 to finance remaining Project costs;
- (2) That the proceeds of the Bonds, including any investment earnings on the Bonds, be appropriated for the costs of the Project;
- (3) That the Finance Director be authorized to arrange for the sale of the Bonds at public or private sale to such parties as the Finance Director determines to be in the best interest, to execute and deliver loan agreements and other contracts, certificates and instruments as the Finance Director shall determine prudent in connection with the issuance and sale of the Bonds, to approve the date(s), maturity or maturities, denomination(s), interest rate(s), place(s) of payment, form(s) and other terms, provisions, and details of such Bonds, and to provide for the sale and delivery against payment thereof, to provide that the Bonds may be redeemable or callable, with or without premium, prior to their maturity, and to hire such financial advisors and other consultants, if any, as the Finance Director deems necessary to assist with the sale of the Bonds, all on such terms (not inconsistent with this Order) as the Finance Director shall approve;
- (4) That the Bonds be issued in registered form in the name of the Town, executed and delivered by the Finance Director and countersigned by the Chairman of the Town Council and the Town Manager under the official seal of the Town attested by the Town Clerk;
- (5) That the Municipal Officers, being the Town Council, Town Manager, Finance Director and Clerk of the Town of Lisbon are each authorized to do or cause to be done all such acts, including but not limited to the execution and delivery of any and all contracts, agreements, certificates and other documents as may be necessary or advisable in order to

carry out the provisions of this Ordinance in connection with the issuance and delivery by the Town of the Bonds;

- (6) That if any Municipal Officer whose signature may be required in connection with the issuance and sale of the Bonds is for any reason unavailable to approve and execute the required documents, the persons then acting in such capacity on behalf of such Municipal Officer, whether an assistant, a deputy or in some other capacity, is authorized to act on behalf of such Municipal Officer and to perform such acts themselves;
- (7) That if any of the Municipal Officers who have signed, attested, or sealed the Bonds shall cease to be such officers before the Bonds so signed, attested and sealed shall have been actually authenticated and delivered by the Town, such Bonds nevertheless may be authenticated, delivered and issued with the same force and effect as though the person or persons who signed, attested or sealed the Bonds had not ceased to be such Municipal Officer;
- (8) That it shall be a condition to the foregoing authority conferred by this Ordinance that the voters of the Town, pursuant to Article 8.11(b)(2) of the Town Charter, ratify the adoption of this Ordinance;
- (9) That the Town Clerk file an attested copy of this Ordinance with the minutes of this meeting and make attested copies of this Ordinance available to the public;
- (10) That a referendum election question regarding the ratification of this Ordinance be placed on the ballot for the November 3, 2020 municipal election, and that the Town Clerk is hereby authorized to take all actions required of the Town Clerk for that referendum question to be considered by the voters, and that a ballot title and referendum question in the following form appear in the warrant for and on the ballot at said election, accompanied by a statement of the Town's Finance Director with respect to said indebtedness in accordance with section 5772 of Maine Revised Statutes Title 30-A:

ORDINANCE AUTHORIZING THE TOWN OF LISBON TO ISSUE AN ADDITIONAL AMOUNT OF UP TO \$140,000 IN BONDS TO FINANCE LISBON'S 10% SHARE OF THE COST OF RECONSTRUCTING STATE ROUTE 125 FROM STATE ROUTE 196 TO HUSTON STREET.

[The remainder of this page is intentionally left blank]

So ordered this ____ day of _____, 2020.

Lisbon Town Council

ORDER FOR PUBLIC HEARING

WHEREAS, the Municipal Officers of the Town of Lisbon have considered and approved in concept an ordinance increasing from \$430,000 to \$570,000 the amount of notes or bonds of the Town authorized to be issued to finance Lisbon's 10% share of the cost of reconstructing State Route 125 from State Route 196 to Huston Street; and

WHEREAS, pursuant to the Charter of the Town of Lisbon, a public hearing is required in order to authorize any such financing;

NOW, THEREFORE, BE IT ORDERED by the Town Council of the Town of Lisbon that a public hearing be held on Tuesday, the 1st day of September, at 7:00 o'clock p.m. in the Town of Lisbon, and be it further ordered by the Town Council that notice of the hearing be published in one or more newspapers of general circulation within the Town of Lisbon not less than seven nor more than fifteen days prior to such public hearing and the scheduled final action by the Council scheduled after the public hearing at its regular meeting on September 1, 2020.

NOTICE OF PUBLIC HEARING

TOWN OF LISBON

The Municipal Officers of the Town of Lisbon have considered and approved in concept increasing by \$140,000 the amount to be appropriated to finance Lisbon's 10% share of the cost of reconstructing State Route 125 from State Route 196 to Huston Street (the "Project"), from the \$430,000 amount approved by the voters of the Town in November 2018 to up to \$570,000, to reflect changing cost estimates of the Project, and have determined that the most efficient way to finance that appropriation would be through the issuance of one or more bonds or notes of the Town in a cumulative amount not to exceed \$570,000, and the acceptance of federal and state funding of approximately \$5,700,000 for the remaining portion.

Pursuant to the Charter of the Town of Lisbon (the "Charter"), approval of the financing of this Project requires that a public hearing be conducted prior to the enactment of an ordinance calling for a referendum. Therefore, pursuant to the authority conferred by Section 8.21(b), and the requirements of Sections 6.09 and 8.11(b)(2) of the Charter, a public hearing shall be held on **Tuesday**, the 1st day of September, 2020 at 7:00 PM at the Town Office, 300 Lisbon Street, for the purpose of hearing public comment on the Ordinance providing for the issuance of such notes and bonds in a cumulative amount not to exceed \$570,000 and securing the financing described above, intended to raise a total amount not to exceed \$5,700,000 for the Project.

Copies of the proposed text may be viewed or obtained at the Town Clerk's office, 300 Lisbon Street, Lisbon, or online at www.lisbonme.org.

**Sample Ballot
Town of Lisbon
Municipal Election
November 3, 2020**

BOND ORDER: QUESTION 1

QUESTION 1: "SHALL A BOND ORDINANCE APPROVED BY THE TOWN COUNCIL WHICH AUTHORIZES THE TOWN TO BORROW AN ADDITIONAL \$140,000 (IN ADDITION TO THE \$430,000 ALREADY AUTHORIZED BY THE TOWN) FOR THE PURPOSE OF FINANCING LISBON'S 10% SHARE OF THE COST OF RECONSTRUCTING STATE ROUTE 125 FROM STATE ROUTE 196 TO HUSTON STREET BY THE ISSUANCE OF GENERAL OBLIGATION NOTES OR BONDS OF THE TOWN BE APPROVED AND RATIFIED?"

**YES
NO**

Town Council Recommends -- _____

FINANCE DIRECTOR'S CERTIFICATE

Town of Lisbon

Financial Statement presented pursuant to 30-A MRSA 5772:

1. Total Town Indebtedness

| | |
|---------------------------------------|------------------|
| Bonds outstanding and unpaid: | \$ 21,578,142.00 |
| Bonds authorized but unissued: | \$ 430,000.00 |
| Bonds proposed under this referendum: | \$ 140,000.00 |

TOTAL if this question is approved: \$ 22,148,142.00

2. Costs

| | |
|------------------------------|---------------|
| Term in years: | 10 Years |
| Estimated interest rate: | 2% |
| Net estimated interest cost: | \$ 14,583.00 |
| Principal: | \$ 140,000.00 |
| Total debt service costs: | \$ 154,583.00 |

3. Validity

The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the estimate made pursuant to paragraph 2. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Kayla Tierney, Finance Director
Town of Lisbon

Date

TOWN OF LISBON**WARRANT****November 3, 2020**

Androscoggin County, ss.

State of Maine

TO: Marc Hagan, Constable of the Town of Lisbon: You are hereby required in the name of the State of Maine to notify the voters of the Town of Lisbon of the Municipal and Bond Referendum Election.

TO THE VOTERS OF THE TOWN OF LISBON:

You are hereby notified that a Municipal and Bond Referendum Election will be held by secret ballot at the Lisbon High School Gymnasium, 2 Sugg Drive in Lisbon Falls, said polling location is located within the Town of Lisbon on Tuesday, November 3, 2020.

The municipal election will be held in accordance with and include details set out in an Ordinance adopted by the Lisbon Town Council on September 1, 2020, copies of which are on file with and may be reviewed at the office of the Lisbon Town Clerk.

REGISTRAR HOURS: October 27, 28, 29, 30, and November 2 from 8:30 AM to 4:30 PM and on Election Day, November 3 from 7:00 AM to 8:00 PM.

CASTING OF ABSENTEE BALLOTS: You are hereby notified that the Town Clerk intends to process absentee ballots on Friday, October 30 at 9:00 AM; Saturday, October 31 at 9:00 AM; Monday, November 2 at 9:00 AM; and on Election Day at 8:00 AM, 9:00 AM, 10:00 AM, 11:00 AM, 1:00 PM, 2:00 PM, 3:00 PM, 4:00 PM, 5:00 PM, 6:00 PM, 7:00 PM and 8:00 PM in accordance with M.R.S.A. Title 21A Section 759 (7).

POLLING HOURS: The polls shall open at 7:00 AM and close at 8:00 PM

THE FOLLOWING OFFICES WILL BE DETERMINED:

- For Council Member – (Vote for One) 3 Year Term
- For School Committee Member – (Vote for One) 3 Year Term
- For Water Commission – (Vote for One) 3 Year Term

THE FOLLOWING REFERENDUM QUESTION WILL BE DETERMINED:

BOND ORDINANCE

QUESTION 1: "SHALL A BOND ORDINANCE APPROVED BY THE TOWN COUNCIL WHICH AUTHORIZES THE TOWN TO BORROW AN ADDITIONAL \$140,000 (IN ADDITION TO THE \$430,000 ALREADY AUTHORIZED BY THE TOWN) FOR THE PURPOSE OF FINANCING LISBON'S 10% SHARE OF THE COST OF RECONSTRUCTING STATE ROUTE 125 FROM STATE ROUTE 196 TO HUSTON STREET BY THE ISSUANCE OF GENERAL OBLIGATION NOTES OR BONDS OF THE TOWN BE APPROVED AND RATIFIED?"

**YES
NO**

Town Council Recommends - _____

FINANCE DIRECTOR'S CERTIFICATE

Town of Lisbon

Financial Statement presented pursuant to 30-A MRSA 5772:

1. Total Town Indebtedness

| | |
|--|-------------------------|
| Bonds outstanding and unpaid: | \$ 21,578,142.00 |
| Bonds authorized but unissued: | \$ 430,000.00 |
| Bonds proposed under this referendum: | \$ 140,000.00 |
| TOTAL if this question is approved: | \$ 22,148,142.00 |

2. Costs

| | |
|------------------------------|---------------|
| Term in years: | 10 Years |
| Estimated interest rate: | 2% |
| Net estimated interest cost: | \$ 14,583.00 |
| Principal: | \$ 140,000.00 |
| Total debt service costs: | \$ 154,583.00 |

3. Validity

The validity of the bonds and the voters' ratification of the bonds may not be affected by any errors in the estimate made pursuant to paragraph 2. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

Kayla Tierney, Finance Director
Town of Lisbon

Date

Given under our hands this 11th day of August A.D. 2020.

Allen Ward, Chairman

Normand Albert, Vice Chairman

Donald Fellows

Jeffrey Ganong

Kasie Kolbe

Fernand Larochelle

Mark Lunt

A true Copy,

Attest: _____ (Clerk Signature & seal)
Municipal Clerk

MEMO

TO: DIANE BARNES, TOWN MANAGER
 FROM: KATHY MALLOY, ASSESSOR
 DATE: AUGUST 4, 2020
 RE: JULY MONTHLY REPORT

Lisbon Tax Year 2020/21
 Commitment Date 7/22/2020
 Mil Rate .0231
 Tax Due Dates: September 15, 2020 & March 15, 2021

As per State Statute the status of all taxpayers and taxable property must be fixed as of April 1.

Lisbon's assessed values are 85% of market values. This was determined by the State, using a year's worth of arm's length real estate transactions.

Municipalities are allowed to declare the ratio to be within 10% of the State's certified ratio.

Declared Ratio for 2020/21 93%

This year the homestead exemption increased from \$20,000 to \$25,000.

2,493 Homestead Exemptions $\$25,000 \times 93\% = \$23,250 \times .0231 = \$537.07$ reduction in tax

318 Veteran Exemptions $\$6,000 \times 93\% = \$5,580 \times .0231 = \$128.89$ reduction in tax

The State will reimburse municipalities for 70% of the tax revenue lost, due to the homestead exemption. This is an increase from last year's reimbursement of 62.5%.

TIF Funding \$687,202.55

Funding for Economic Development

Credit Enhancement Payments

\$436,222.50 town retains for special projects

\$250,980.05 tax payments returned to taxpayer

\$687,202.55

Code Enforcement

Dennis J. Douglass

Code Enforcement Officer, Building Inspector, Licensed Plumbing
Inspector, Local Health Officer

Monthly Report for July

Building permits issued - 13 –

- 1 Fish and Game clubhouse
- 4 New homes
- 2 Garages
- 2 Decks
- 2 Storage sheds
- 2 Misc.

Electrical permits issued – 20

- 3 New home wiring
- 2 Garage wiring
- 2 mobile home hook-ups
- 3 Generator hook-ups
- 2 Remodel
- 4 Service upgrades
- 4 Misc.

Plumbing permits issued - 9

- 1 New HHE200
- 2 Replacement HHE200
- 5 Internal plumbing – New homes

Misc. permits issued - 5 – Roofing shingles / pool demo

Planning Board :

Case #20-06 – Tier 2 Site Plan Review – Springworks Farm Expansion – Accepted application.

Three Planning Board members took the “Planning Board basics” training via Zoom format through MMA.

Appeals Board – No Cases

Health Officer -

- Continuing issues with Covid, Landlord-Tenant disputes.



TOWN OF LISBON

Economic & Community Development
300 Lisbon Street
Lisbon, ME 04250
(207) 353-3000, ext. 122

TO: Diane Barnes, Town Manager
FROM: Brett Richardson, Economic & Community Development Director
DATE: August 5, 2020
RE: Monthly Department Report

During the month of July, the Economic Development Department (ECD) focused on adding amenities and programming for the Main Street closure area (Moxie Plaza), project development activities for funded grant proposals, development of new grant proposals, planning support for Worumbo site redevelopment, and ongoing support for existing and new businesses.

BUSINESS RETENTION & EXPANSION

- Delightful Heights, a medical cannabis provider, opened at 8 Main Street. A celebratory ribbon cutting has been scheduled for 6pm on Monday, August 24th on Main Street prior to the Worumbo community visioning meeting at Moxie Plaza.
- Two new businesses are finalizing plans to open this fall in Lisbon and are working with Town departments to access business development resources and necessary licensing.
- Flux Restaurant will reopen on Thursday, August 6th in the Main Street outdoor dining area and partial indoor seating.

GRANTS

- Maine Department of Environmental Protection awarded Lisbon \$6,000 to expand the residential compost drop-off program at the transfer station. The grant was submitted in collaboration between Public Works, Parks and Recreation, and ECD. Compost storage and receiving facilities at the transfer station will be upgraded and expanded, 150 additional residents will receive household organics collection bucket, and compost collection contraction will assist with public education.
- The Town submitted a request through the Maine Department of Health and Human Services Municipal Covid-19 Awareness Campaign for additional funding to provide education to local businesses, replace the electronic sign at Town Hall to enable Covid-19 educational messaging, and to provide ongoing support for outdoor dining on Main Street.
- The Town submitted a request to the Maine Community Foundation Community Broadband Program to create WiFi "hot spots" in Town based on planning work by the Lisbon Development Committee.

MOXIE PLAZA

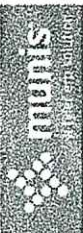
The first month of the Main Street closure and outdoor dining area, Moxie Plaza, was generally a success as residents and Main Street businesses demonstrated patience and community spirit by adapting to the new arrangement. Frank's Restaurant was busy, and Flux Restaurant will reopen in early August. Shade tents now cover much of the Plaza and live music adds to the fun on Friday and Saturday nights. Parking remains a consideration that must be monitored going forward. Upcoming programming includes:

- Community street painting event on Sunday, August 9 when residents and local youth will add temporary paint to a design created by local artist Kirsten Hersh on the road pavement
- Worumbo community visioning event on Monday, August 24th
- Barnard Financial retirement planning education session on Monday, August 31st
- Farmer's Market with six vendors on Sunday, September 6th

LISBON DEVELOPMENT COMMITTEE UPDATE

The July LDC meeting included a discussion of Moxie Plaza, the upcoming Worumbo community visioning kick-off, the development of WiFi "hot spots" in Lisbon, and a planning process for the LDC to identify priorities for the coming year.

- The Moxie Plaza discussion focused on community feedback and resident comments about the Main Street closure and a discussion of the considerations and trade-offs that guided the current design of the closure area.
- The Worumbo visioning process on 8/24 will include brief background presentations on the Town's and LDC's work to-date to redevelop the Worumbo site, a site walk, and a facilitated community discussion about future uses at Worumbo.
- Dean Willey presented his design work for the WiFi Hot Spots and installation recommendations to support a pilot project at Main Street and a grant application to Maine Community Foundation to expand the program.
- LDC members have completed a survey to identify priorities for the coming year and plans to present those priorities to Council in early fall following discussion at the August LDC meeting on 8/12.



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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|---------------------------|-------------------|----------------|--------------|---------------------|-------------|
| 1000 General Fund | | | | | | | |
| 20 General Government | | | | | | | |
| 200 General Government | | | | | | | |
| 12020000 40001 Real estate and | 0 | 0 | 0 | -13,467,561.47 | .00 | 13,467,561.47 | 100.0% |
| 12020000 40002 In lieu of prope | -10,000 | 0 | -10,000 | -850.27 | .00 | -10,000.00 | 100.0% |
| 12020000 40004 Supplemental Real | 0 | 0 | 0 | -258,510.51 | .00 | -1,241,489.49 | 17.2% |
| 12020000 40020 Motor vehicle ex | -1,500,000 | 0 | -1,500,000 | -1,070.40 | .00 | -3,929.60 | 21.4% |
| 12020000 40021 Boat excise tax | -5,000 | 0 | -5,000 | -2,388.57 | .00 | -30,611.43 | 7.2% |
| 12020000 40030 Interest/Penalti | -33,000 | 0 | -33,000 | -6,915.00 | .00 | -26,085.00 | 21.0% |
| 12020000 40160 Agent Fees | -33,000 | 0 | -33,000 | .00 | .00 | -800,000.00 | .0% |
| 12020000 40226 State revenue sh | -800,000 | 0 | -800,000 | .00 | .00 | -97,724.00 | .0% |
| 12020000 40227 Urban road initi | -97,724 | 0 | -97,724 | .00 | .00 | -10,000.00 | .0% |
| 12020000 40231 Veterans Reimbur | -10,000 | 0 | -10,000 | .00 | .00 | -15,000.00 | .0% |
| 12020000 40232 Tree Growth Reim | -15,000 | 0 | -15,000 | .00 | .00 | -20,884.00 | .0% |
| 12020000 40235 State Road Reven | -20,884 | 0 | -20,884 | -111.75 | .00 | -138.25 | 44.7% |
| 12020000 40261 Copier Revenue | -250 | 0 | -250 | -186.22 | .00 | -313.78 | 37.2% |
| 12020000 40262 NSF Fees | -500 | 0 | -500 | .00 | .00 | -19,648.00 | .0% |
| 12020000 40901 Sewer Dept Admin | -19,648 | 0 | -19,648 | .00 | .00 | -7,912.00 | .0% |
| 12020000 40902 Sewer Dept Benef | -7,912 | 0 | -7,912 | -937.47 | .00 | -10,312.53 | 8.3% |
| 12020000 40903 Water Dept Admin | -11,250 | 0 | -11,250 | -442.74 | .00 | -4,870.26 | 8.3% |
| 12020000 40904 Water Dept Benef | -5,313 | 0 | -5,313 | -291.67 | .00 | -3,208.33 | 8.3% |
| 12020000 40905 Water Dept IT Re | -3,500 | 0 | -3,500 | -9,714.00 | .00 | 1.00 | 100.0% |
| 12020000 40906 Water Dept Insur | -9,714 | 0 | -9,714 | -1.00 | .00 | -3,925.28 | 69.8% |
| 12020000 40990 Misc. Fees | 0 | 0 | 0 | -9,074.72 | .00 | -50,000.00 | .0% |
| 12020000 40992 MEMIC Dividend | -13,000 | 0 | -13,000 | .00 | .00 | | |
| 12020000 44409 Investment earni | -50,000 | 0 | -50,000 | .00 | .00 | | |
| 216 Planning Board | | | | | | | |
| 12021600 40265 Planning/Appeals | 0 | 0 | 0 | -449.92 | .00 | 449.92 | 100.0% |
| 225 Clerk | | | | | | | |
| 12022500 40100 Business license | -12,800 | 0 | -12,800 | -70.00 | .00 | -12,730.00 | .5% |
| 12022500 40110 Clerk Fees | -700 | 0 | -700 | -82.50 | .00 | -617.50 | 11.8% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|-------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 12022500 40112 Vital Records | -8,800 | 0 | -8,800 | -958.40 | .00 | -7,841.60 | 10.9% |
| 12022500 40113 Animal Licenses | -800 | 0 | -800 | -12.00 | .00 | -788.00 | 1.5% |
| 12022500 40263 Notary Fees | -800 | 0 | -800 | -257.00 | .00 | -543.00 | 32.1% |
| 12022500 40264 School Election | -2,591 | 0 | -2,591 | .00 | .00 | -2,591.00 | .0% |
| 245 Code Enforcement | | | | | | | |
| 12024500 40114 Town Plumbing | -3,000 | 0 | -3,000 | -1,237.50 | .00 | -1,762.50 | 41.3% |
| 12024500 40266 Construction Fee | -10,000 | 0 | -10,000 | -585.00 | .00 | -9,415.00 | 5.9% |
| 12024500 40268 Sabattus Code Re | -24,308 | 0 | -24,308 | -6,077.00 | .00 | -18,231.00 | 25.0% |
| 30 Health & Welfare/General Assis | | | | | | | |
| 310 General Assistance | | | | | | | |
| 13031000 40228 General assistan | -17,500 | 0 | -17,500 | .00 | .00 | -17,500.00 | .0% |
| 40 Public Safety | | | | | | | |
| 405 Police | | | | | | | |
| 14040500 40410 Police Report Fe | -1,500 | 0 | -1,500 | -216.00 | .00 | -1,284.00 | 14.4% |
| 14040500 40412 Town Concealed W | 0 | 0 | 0 | -35.00 | .00 | 35.00 | 100.0% |
| 14040500 40420 SRO Reimbursemen | -65,479 | 0 | -65,479 | .00 | .00 | -65,479.00 | .0% |
| 14040500 40421 School Detail | -7,000 | 0 | -7,000 | .00 | .00 | -7,000.00 | .0% |
| 14040500 40990 Misc. Fees | -200 | 0 | -200 | .00 | .00 | -200.00 | .0% |
| 450 Animal Control Officer | | | | | | | |
| 14045000 40450 ACO Fines & Fees | -250 | 0 | -250 | -50.00 | .00 | -200.00 | 20.0% |
| 14045000 40451 Sabattus ACO Rev | -21,323 | 0 | -21,323 | -10,661.50 | .00 | -10,661.50 | 50.0% |
| 14045000 40452 Bowdoin ACO Reve | -11,156 | 0 | -11,156 | .00 | .00 | -11,156.00 | .0% |
| 14045000 40453 Durham ACO Reven | -11,395 | 0 | -11,395 | -2,848.75 | .00 | -8,546.25 | 25.0% |
| 460 Lisbon Communications Center | | | | | | | |
| 14046000 40431 Lisbon Emergency | -6,000 | 0 | -6,000 | -1,500.00 | .00 | -4,500.00 | 25.0% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---------------------------------|--------------------|-----------------------|-------------------|--------------|--------------|---------------------|-------------|
| 50 Public Works | | | | | | | |
| 520 Solid Waste | | | | | | | |
| 15052000 40500 Solid Waste Perm | -77,000 | 0 | -77,000 | -3,625.00 | .00 | -73,375.00 | 4.7% |
| 15052000 40501 Metal | -23,000 | 0 | -23,000 | -3,323.35 | .00 | -19,676.65 | 14.4% |
| 15052000 40502 Cardboard | -10,000 | 0 | -10,000 | -1,843.65 | .00 | -8,156.35 | 18.4% |
| 15052000 40503 Mixed Paper | 0 | 0 | 0 | -25.00 | .00 | 25.00 | 100.0% |
| 15052000 40505 Yard Items | -21,000 | 0 | -21,000 | -5,479.00 | .00 | -15,521.00 | 26.1% |
| 15052000 40506 Tires | -1,800 | 0 | -1,800 | -470.00 | .00 | -1,330.00 | 26.1% |
| 15052000 40515 Universal Waste | -5,000 | 0 | -5,000 | -1,372.00 | .00 | -3,628.00 | 27.4% |
| 15052000 40521 Commercial Dispo | -7,000 | 0 | -7,000 | .00 | .00 | -7,000.00 | .0% |
| 15052000 40522 Excavation Reven | -2,000 | 0 | -2,000 | -150.00 | .00 | -1,850.00 | 7.5% |
| 60 Culture & Recreation | | | | | | | |
| 605 Library | | | | | | | |
| 16060500 40360 Library Non-Resi | -1,500 | 0 | -1,500 | -50.00 | .00 | -1,450.00 | 3.3% |
| 16060500 40361 Library Fines | -1,500 | 0 | -1,500 | -25.00 | .00 | -1,475.00 | 1.7% |
| 16060500 40362 Library Fax | -400 | 0 | -400 | -20.00 | .00 | -380.00 | 5.0% |
| 16060500 40363 Damage/Lost Fee | -400 | 0 | -400 | -10.00 | .00 | -390.00 | 2.5% |
| 615 Parks & Recreation | | | | | | | |
| 16061500 40300 Before School | -70,000 | 0 | -70,000 | -2,291.05 | .00 | -67,708.95 | 3.3% |
| 16061500 40301 Fitness Center | -18,000 | 0 | -18,000 | .00 | .00 | -18,000.00 | .0% |
| 16061500 40302 Out of Town | 0 | 0 | 0 | -432.00 | .00 | -432.00 | 100.0% |
| 16061500 40303 Playground | -35,000 | 0 | -35,000 | -11,030.96 | .00 | -23,969.04 | 31.5% |
| 16061500 40304 Trekker | -44,000 | 0 | -44,000 | -10,848.96 | .00 | -33,151.04 | 24.7% |
| 16061500 40305 Trips/Excursion | -20,000 | 0 | -20,000 | -6,596.27 | .00 | -13,403.73 | 33.0% |
| 16061500 40306 Marion T. Morse | -4,500 | 0 | -4,500 | .00 | .00 | -4,500.00 | .0% |
| 16061500 40307 Fitness Instruct | -12,000 | 0 | -12,000 | .00 | .00 | -12,000.00 | .0% |
| 16061500 40308 Senior Meals | -7,000 | 0 | -7,000 | -400.00 | .00 | -6,600.00 | 5.7% |
| 16061500 40309 New Programs | -5,000 | 0 | -5,000 | .00 | .00 | -5,000.00 | .0% |
| 16061500 40310 Moxie 5-K | -3,000 | 0 | -3,000 | .00 | .00 | -3,000.00 | .0% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

P 4
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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---------------------------------|--------------------|-------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 16061500 40311 Moxie Car Show | -3,000 | 0 | -3,000 | .00 | .00 | -3,000.00 | .0% |
| 16061500 40320 Basketball 1-3 | -1,210 | 0 | -1,210 | -33.60 | .00 | -1,176.40 | 2.8% |
| 16061500 40321 Basketball 4-6 | -2,023 | 0 | -2,023 | .00 | .00 | -2,023.00 | .0% |
| 16061500 40322 Winter/Spring Sw | -1,500 | 0 | -1,500 | .00 | .00 | -1,500.00 | .0% |
| 16061500 40330 Summer Basketbal | -400 | 0 | -400 | .00 | .00 | -400.00 | .0% |
| 16061500 40332 Summer Football | -2,000 | 0 | -2,000 | -30.00 | .00 | -1,970.00 | 1.5% |
| 16061500 40333 Summer Pee Wee F | -120 | 0 | -120 | .00 | .00 | -120.00 | .0% |
| 16061500 40334 Summer Soccer | -700 | 0 | -700 | .00 | .00 | -700.00 | .0% |
| 16061500 40335 Summer Swim | -1,500 | 0 | -1,500 | .00 | .00 | -1,500.00 | .0% |
| 16061500 40336 Co-ed Softball | -7,000 | 0 | -7,000 | .00 | .00 | -7,000.00 | .0% |
| 16061500 40337 Summer Tennis | -250 | 0 | -250 | .00 | .00 | -250.00 | .0% |
| 16061500 40340 Fall Field Hocke | -520 | 0 | -520 | .00 | .00 | -520.00 | .0% |
| 16061500 40341 Fall Soccer | -5,000 | 0 | -5,000 | .00 | .00 | -5,000.00 | .0% |
| 16061500 40342 Football Tackle | -3,300 | 0 | -3,300 | .00 | .00 | -3,300.00 | .0% |
| 16061500 40343 Football Tackle | -2,500 | 0 | -2,500 | .00 | .00 | -2,500.00 | .0% |
| 16061500 40344 Track & Field | -3,000 | 0 | -3,000 | .00 | .00 | -3,000.00 | .0% |
| 16061500 40380 Park Cabin Rent | -4,800 | 0 | -4,800 | -2,400.00 | .00 | -2,400.00 | 50.0% |
| 16061500 40381 Beaver Park Fees | -10,000 | 0 | -10,000 | -2,518.79 | .00 | -7,481.21 | 25.2% |

70 Economic Development

705 Economic Development

17070500 40670 TIF Revenue

-107,799 0 -107,799 .00 -107,799.00 .0%

80 Debt Service

805 Capital Leases

18080500 40800 Interest Rebate

-15,840 0 -15,840 .00 -15,840.00 .0%

TOTAL General Fund

-3,392,859 0 -3,392,859 -13,836,070.99 10,443,211.99 407.8%

TOTAL REVENUES

-3,392,859 0 -3,392,859 -13,836,070.99 10,443,211.99

2000 Special Revenue

00 Fund Level Reporting

000 Undefined

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

IP
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FOR 2021 02

| 2000 | Special Revenue | ORIGINAL APPROP | TRANSFERS/ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------|------------------------|-----------------|-----------------------|----------------|----------------|--------------|------------------|----------|
| 200000000 | 29206 ACO Carry Forwar | 0 | 0 | 0 | -43.00 | .00 | 43.00 | 100.0% |
| 200000000 | 29603 Library Adult Pr | 0 | 0 | 0 | -50.00 | .00 | 50.00 | 100.0% |
| 200000000 | 29779 Brownfields Gran | 0 | 0 | 0 | -1,372.50 | .00 | 1,372.50 | 100.0% |
| 200000000 | 48000 Lisbon Beautific | 0 | 0 | 0 | -2,550.00 | .00 | 2,550.00 | 100.0% |
| | TOTAL Special Revenue | 0 | 0 | 0 | -4,015.50 | .00 | 4,015.50 | 100.0% |
| | TOTAL REVENUES | 0 | 0 | 0 | -4,015.50 | .00 | 4,015.50 | |
| 4000 | Capital Projects | | | | | | | |
| 90 | All Other | | | | | | | |
| 000 | Undefined | | | | | | | |
| 490000000 | 44411 Interest Earning | 0 | 0 | 0 | -856.80 | .00 | 856.80 | 100.0% |
| | TOTAL Capital Projects | 0 | 0 | 0 | -856.80 | .00 | 856.80 | 100.0% |
| | TOTAL REVENUES | 0 | 0 | 0 | -856.80 | .00 | 856.80 | |
| 6000 | Sewer Fund | | | | | | | |
| 50 | Public Works | | | | | | | |
| 525 | Treatment Plant | | | | | | | |
| 65052500 | 40600 Domestic Sewer R | -1,137,420 | 0 | -1,137,420 | 29,665.52 | .00 | -1,167,085.52 | -2.6% |
| 65052500 | 40601 Industrial Sewer | -72,875 | 0 | -72,875 | .00 | .00 | -72,875.00 | .0% |
| 65052500 | 40602 Septage Revenue | -114,700 | 0 | -114,700 | .00 | .00 | -114,700.00 | .0% |
| 65052500 | 40603 Finance Charges | -8,500 | 0 | -8,500 | -746.30 | .00 | -7,753.70 | 8.8% |
| 65052500 | 40605 Equipment Rental | -10,000 | 0 | -10,000 | .00 | .00 | -10,000.00 | .0% |
| 65052500 | 40606 Sewer Applicatio | 0 | 0 | 0 | -25.00 | .00 | 25.00 | 100.0% |
| 65052500 | 40607 Sewer Hook-Up Fe | 0 | 0 | 0 | -1,000.00 | .00 | 1,000.00 | 100.0% |
| 65052500 | 40800 Interest Rebate | -6,160 | 0 | -6,160 | .00 | .00 | -6,160.00 | .0% |
| 65052500 | 40991 Misc Revenue | -15,000 | 0 | -15,000 | .00 | .00 | -15,000.00 | .0% |
| | TOTAL Sewer Fund | -1,364,655 | 0 | -1,364,655 | 27,894.22 | .00 | -1,392,549.22 | -2.0% |
| | TOTAL REVENUES | -1,364,655 | 0 | -1,364,655 | 27,894.22 | .00 | -1,392,549.22 | |
| | GRAND TOTAL | -4,757,514 | 0 | -4,757,514 | -13,813,049.07 | .00 | 9,055,535.07 | 290.3% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|-----------------------|-------------------|--------------|--------------|---------------------|-------------|
| 1000 General Fund | | | | | | | |
| 20 General Government | | | | | | | |
| 205 Elected Officials | | | | | | | |
| 12020500 50108 Elected Officials | 17,730 | 0 | 17,730 | 2,045.52 | .00 | 15,684.48 | 11.5% |
| 12020500 50202 Workers Comp Ins | | 0 | 90 | .00 | .00 | 90.00 | .0% |
| 12020500 50230 FICA Employer Co | 1,357 | 0 | 1,357 | 156.42 | .00 | 1,200.58 | 11.5% |
| 12020500 50301 Office Supplies | 500 | 0 | 500 | 2.14 | .00 | 497.86 | .4% |
| 12020500 50307 Advertising | 800 | 0 | 800 | .00 | .00 | 800.00 | .0% |
| 210 Town Manager | | | | | | | |
| 12021000 50101 Town Manager | 101,470 | 0 | 101,470 | 11,707.96 | .00 | 89,762.04 | 11.5% |
| 12021000 50107 Administrative | 50,508 | 0 | 50,508 | 5,827.77 | .00 | 44,680.23 | 11.5% |
| 12021000 50202 Workers Comp Ins | 4,900 | 0 | 4,900 | .00 | .00 | 4,900.00 | .0% |
| 12021000 50210 MEPPERS - Employee | 15,350 | 0 | 15,350 | 1,771.11 | .00 | 13,578.89 | 11.5% |
| 12021000 50220 Health Insurance | 42,528 | 0 | 42,528 | 3,391.40 | .00 | 39,136.60 | 8.0% |
| 12021000 50230 FICA Employer Co | 11,627 | 0 | 11,627 | 1,277.28 | .00 | 10,349.72 | 11.0% |
| 12021000 50301 Office Supplies | 200 | 0 | 200 | 106.32 | .00 | 93.68 | 53.2% |
| 12021000 50306 Postage | 250 | 0 | 250 | 26.81 | .00 | 223.19 | 10.7% |
| 12021000 50307 Advertising | 1,000 | 0 | 1,000 | 180.00 | .00 | 820.00 | 18.0% |
| 12021000 50352 Cell Phone/Allow | 840 | 0 | 840 | 70.00 | .00 | 770.00 | 8.3% |
| 12021000 50401 Professional Dev | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 12021000 50402 Dues and Members | 0 | 0 | 0 | 188.74 | .00 | -188.74 | 100.0% |
| 12021000 50413 Mileage/travel | 2,900 | 0 | 2,900 | 200.00 | .00 | 2,700.00 | 6.9% |
| 12021000 50432 Audit services | 9,850 | 0 | 9,850 | .00 | .00 | 9,850.00 | .0% |
| 215 Appeals Board | | | | | | | |
| 12021500 50104 Non Supervisory | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 12021500 50108 Elected Official | 751 | 0 | 751 | 63.51 | .00 | 687.49 | 8.5% |
| 12021500 50202 Workers Comp Ins | 5 | 0 | 5 | .00 | .00 | 5.00 | .0% |
| 12021500 50230 FICA Employer Co | 73 | 0 | 73 | 4.92 | .00 | 68.08 | 6.7% |
| 12021500 50301 Office Supplies | 50 | 0 | 50 | .00 | .00 | 50.00 | .0% |
| 12021500 50306 Postage | 50 | 0 | 50 | .00 | .00 | 50.00 | .0% |
| 12021500 50307 Advertising | 375 | 0 | 375 | .00 | .00 | 375.00 | .0% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 12021500 50401 Professional Dev | 200 | 0 | 200 | .00 | .00 | 200.00 | .0% |
| 216 Planning Board | | | | | | | |
| 12021600 50104 Non Supervisory | 1,000 | 0 | 1,000 | 79.08 | .00 | 920.92 | 7.9% |
| 12021600 50108 Elected Official | 5,000 | 0 | 5,000 | 395.83 | .00 | 4,604.17 | 7.9% |
| 12021600 50202 Workers Comp Ins | 30 | 0 | 30 | .00 | .00 | 30.00 | .0% |
| 12021600 50210 MEMBERS - Employee | 0 | 0 | 0 | 3.64 | .00 | -3.64 | 100.0% |
| 12021600 50230 FICA Employer Co | 459 | 0 | 459 | 36.03 | .00 | 422.97 | 7.8% |
| 12021600 50301 Office Supplies | 400 | 0 | 400 | 6.87 | .00 | 393.13 | 4.2% |
| 12021600 50306 Postage | 150 | 0 | 150 | 6.12 | .00 | 143.88 | 4.1% |
| 12021600 50307 Advertising | 750 | 0 | 750 | .00 | .00 | 750.00 | .0% |
| 12021600 50401 Professional Dev | 600 | 0 | 600 | 135.00 | .00 | 465.00 | 22.5% |
| 12021600 50451 Contracted Profe | 10,000 | 0 | 10,000 | .00 | .00 | 10,000.00 | .0% |
| 220 Legal | | | | | | | |
| 12022000 50450 Legal expense | 40,000 | 0 | 40,000 | 2,236.00 | .00 | 37,764.00 | 5.6% |
| 225 Clerk | | | | | | | |
| 12022500 50102 Department Head | 63,839 | 0 | 63,839 | 7,365.60 | .00 | 56,473.40 | 11.5% |
| 12022500 50104 Non Supervisory | 33,995 | 0 | 33,995 | 4,492.55 | .00 | 29,502.45 | 13.2% |
| 12022500 50130 Temporary/season | 12,620 | 0 | 12,620 | 2,637.00 | .00 | 9,983.00 | 20.9% |
| 12022500 50202 Workers Comp Ins | 564 | 0 | 564 | .00 | .00 | 564.00 | .0% |
| 12022500 50210 MEMBERS - Employee | 9,810 | 0 | 9,810 | 1,030.38 | .00 | 8,779.62 | 10.5% |
| 12022500 50220 Health Insurance | 29,872 | 0 | 29,872 | 1,768.45 | .00 | 28,103.55 | 5.9% |
| 12022500 50230 FICA Employer Co | 8,450 | 0 | 8,450 | 904.85 | .00 | 7,545.15 | 10.7% |
| 12022500 50301 Office Supplies | 2,000 | 0 | 2,000 | 309.07 | .00 | 1,690.93 | 15.5% |
| 12022500 50306 Postage | 1,400 | 0 | 1,400 | 132.39 | .00 | 1,267.61 | 9.5% |
| 12022500 50307 Advertising | 800 | 0 | 800 | .00 | .00 | 800.00 | .0% |
| 12022500 50308 Printing | 4,200 | 0 | 4,200 | .00 | .00 | 4,200.00 | .0% |
| 12022500 50352 Cell Phone/Allow | 420 | 0 | 420 | 35.00 | .00 | 385.00 | 8.3% |
| 12022500 50401 Professional Dev | 940 | 0 | 940 | .00 | .00 | 940.00 | .0% |
| 12022500 50402 Dues and Members | 700 | 0 | 700 | .00 | .00 | 700.00 | .0% |
| 12022500 50412 Meals and Lodgin | 900 | 0 | 900 | .00 | .00 | 900.00 | .0% |
| 12022500 50413 Mileage/ travel | 673 | 0 | 673 | 12.96 | .00 | 660.04 | 1.9% |
| 12022500 50451 Contracted Profe | 600 | 0 | 600 | 199.85 | .00 | 400.15 | 33.3% |
| 12022500 50455 Professional Serv | 8,650 | 0 | 8,650 | 950.00 | .00 | 7,700.00 | 11.0% |
| 12022500 50536 R&M: Equipment | 1,800 | 0 | 1,800 | 35.96 | .00 | 1,764.04 | 2.0% |
| 230 Finance | | | | | | | |
| 12023000 50102 Department Head | 73,017 | 0 | 73,017 | 8,426.40 | .00 | 64,590.60 | 11.5% |

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Town of Lisbon
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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 12023000 50104 Non-Supervisory | 68,340 | 0 | 68,340 | 7,799.75 | .00 | 60,540.25 | 11.4% |
| 12023000 50202 Workers Comp Ins | 14,280 | 0 | 14,280 | 1,638.82 | .00 | 12,641.18 | 11.5% |
| 12023000 50210 MEPERS - Employee | 40,848 | 0 | 40,848 | 3,257.38 | .00 | 37,590.62 | 8.0% |
| 12023000 50220 Health Insurance | 10,815 | 0 | 10,815 | 1,156.94 | .00 | 9,658.06 | 10.7% |
| 12023000 50230 FICA Employer Co | 3,000 | 0 | 3,000 | -22.02 | 73.40 | 2,948.62 | 1.7% |
| 12023000 50301 Office Supplies | 0 | 0 | 0 | 102.40 | .00 | -102.40 | 100.0% |
| 12023000 50302 Operating suppli | 1,750 | 0 | 1,750 | -327.24 | .00 | 2,077.24 | -18.7% |
| 12023000 50306 Postage | 420 | 0 | 420 | 35.00 | .00 | 385.00 | 8.3% |
| 12023000 50352 Cell Phone/Allow | 1,400 | 0 | 1,400 | .00 | 135.00 | 1,265.00 | 9.6% |
| 12023000 50401 Professional Dev | 1,500 | 0 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 12023000 50402 Dues and Members | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 12023000 50413 Mileage/ travel | 1,500 | 0 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 12023000 50451 Contracted Profe | | | | | | | |
| 235 Tax Collection | | | | | | | |
| 12023500 50104 Non-Supervisory | 132,396 | 0 | 132,396 | 15,395.20 | .00 | 117,000.80 | 11.6% |
| 12023500 50140 Overtime | 2,500 | 0 | 2,500 | 21.41 | .00 | 2,478.59 | .9% |
| 12023500 50202 Workers Comp Ins | 13,626 | 0 | 13,626 | 1,543.80 | .00 | 12,082.20 | 11.3% |
| 12023500 50210 MEPERS - Employee | 17,500 | 0 | 17,500 | 1,319.16 | .00 | 16,180.84 | 7.5% |
| 12023500 50220 Health Insurance | 10,320 | 0 | 10,320 | 1,182.65 | .00 | 9,137.35 | 11.5% |
| 12023500 50230 FICA Employer Co | 3,000 | 0 | 3,000 | 281.55 | .00 | 2,718.45 | 9.4% |
| 12023500 50301 Office Supplies | 0 | 0 | 0 | 25.60 | .00 | -25.60 | 100.0% |
| 12023500 50302 Operating suppli | 7,500 | 0 | 7,500 | 1,595.57 | .00 | 5,904.43 | 21.3% |
| 12023500 50306 Postage | 1,200 | 0 | 1,200 | .00 | .00 | 1,200.00 | .0% |
| 12023500 50401 Professional Dev | 1,100 | 0 | 1,100 | 40.00 | .00 | 60.00 | 40.0% |
| 12023500 50402 Dues and Members | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 12023500 50413 Mileage/ travel | | | | | | | |
| 240 Assessor | | | | | | | |
| 12024000 50102 Department Head | 61,850 | 0 | 61,850 | 7,136.13 | .00 | 54,713.87 | 11.5% |
| 12024000 50104 Non-Supervisory | 17,590 | 0 | 17,590 | 2,029.50 | .00 | 15,560.50 | 11.5% |
| 12024000 50202 Workers Comp Ins | 2,920 | 0 | 2,920 | .00 | .00 | 2,920.00 | .0% |
| 12024000 50210 MEPERS - Employee | 8,023 | 0 | 8,023 | 925.74 | .00 | 7,097.26 | 11.5% |
| 12024000 50220 Health Insurance | 14,426 | 0 | 14,426 | 1,082.60 | .00 | 13,343.40 | 7.5% |
| 12024000 50230 FICA Employer Co | 6,077 | 0 | 6,077 | 695.95 | .00 | 5,381.05 | 11.5% |
| 12024000 50301 Office Supplies | 300 | 0 | 300 | 107.70 | 9.40 | 182.90 | 39.0% |
| 12024000 50306 Postage | 300 | 0 | 300 | 2.39 | .00 | 297.61 | .8% |
| 12024000 50308 Printing | 300 | 0 | 300 | .00 | .00 | 300.00 | .0% |
| 12024000 50401 Professional Dev | 300 | 0 | 300 | .00 | .00 | 300.00 | .0% |
| 12024000 50402 Dues and Members | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |

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Town of Lisbon
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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 12024000 50413 Mileage/ travel | 800 | 0 | 800 | .00 | 107.46 | 692.54 | 13.4% |
| 12024000 50470 Registry Service | 700 | 0 | 700 | .00 | 86.00 | 614.00 | 12.3% |
| 245 Code Enforcement | | | | | | | |
| 12024500 50102 Department Head | 78,293 | 0 | 78,293 | 9,033.80 | .00 | 69,259.20 | 11.5% |
| 12024500 50202 Workers Comp Ins | 3,581 | 0 | 3,581 | .00 | .00 | 3,581.00 | .0% |
| 12024500 50210 NEPEPS - Employee | 7,908 | 0 | 7,908 | 912.42 | .00 | 6,995.58 | 11.5% |
| 12024500 50220 Health Insurance | 18,520 | 0 | 18,520 | 1,488.93 | .00 | 17,031.07 | 8.0% |
| 12024500 50230 FICA Employer Co | 5,990 | 0 | 5,990 | 663.88 | .00 | 5,326.12 | 11.1% |
| 12024500 50301 Office Supplies | 500 | 0 | 500 | 87.78 | .00 | 412.22 | 17.6% |
| 12024500 50306 Postage | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 12024500 50352 Cell Phone/Allow | 420 | 0 | 420 | 35.00 | .00 | 385.00 | 8.3% |
| 12024500 50375 Gas | 800 | 0 | 800 | .00 | .00 | 800.00 | .0% |
| 12024500 50401 Professional Dev | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 12024500 50402 Dues and Members | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 12024500 50501 Vehicle Repairs | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 12024500 50624 Mapping & Microf | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 255 Liability Insurance Program | | | | | | | |
| 12025500 50221 HRA Costs | 23,000 | 0 | 23,000 | 1,504.34 | .00 | 21,495.66 | 6.5% |
| 12025500 50601 General Liabilit | 14,345 | 0 | 14,345 | 1,800.00 | .00 | 12,545.00 | 12.5% |
| 12025500 50602 Vehicle Insuranc | 24,644 | 0 | 24,644 | .00 | .00 | 24,644.00 | .0% |
| 12025500 50603 Police Liability | 15,464 | 0 | 15,464 | .00 | .00 | 15,464.00 | .0% |
| 12025500 50604 Property Insuran | 15,587 | 0 | 15,587 | .00 | .00 | 15,587.00 | .0% |
| 12025500 50606 Crime Insurance | 1,198 | 0 | 1,198 | .00 | .00 | 1,198.00 | .0% |
| 12025500 50607 Public Officials | 3,615 | 0 | 3,615 | .00 | .00 | 3,615.00 | .0% |
| 12025500 50608 Employment Liabi | 6,297 | 0 | 6,297 | .00 | .00 | 6,297.00 | .0% |
| 12025500 50609 Public Officials | 2,125 | 0 | 2,125 | .00 | .00 | 2,125.00 | .0% |
| 12025500 50610 Critical Inciden | 1,400 | 0 | 1,400 | .00 | .00 | 1,400.00 | .0% |
| 265 Technology | | | | | | | |
| 12026500 50360 Minor equipment | 20,000 | 0 | 20,000 | 1,822.00 | .00 | 18,178.00 | 9.1% |
| 12026500 50454 Internet and web | 6,450 | 0 | 6,450 | 376.17 | 22.23 | 6,051.60 | 6.2% |
| 12026500 50530 Software and Ser | 174,770 | 0 | 174,770 | 27,393.13 | 3,794.00 | 143,582.87 | 17.8% |
| 12026500 50536 R&M: Equipment | 20,000 | 0 | 20,000 | 1,994.00 | .00 | 18,006.00 | 10.0% |
| 280 School | | | | | | | |
| 12028000 51300 Required Local S | 4,577,937 | 0 | 4,577,937 | 190,747.38 | .00 | 4,387,189.62 | 4.2% |

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Town of Lisbon
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| | ORIGINAL APPROP | TRANSFRS/ ADJSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|-----------------------|-------------------|--------------|--------------|---------------------|-------------|
| 12028000 51310 Add'l Local Shar | 2,504,370 | 0 | 2,504,370 | 104,348.75 | .00 | 2,400,021.25 | 4.2% |
| 12028000 51320 Local Share Debt | 454,034 | 0 | 454,034 | 18,918.08 | .00 | 435,115.92 | 4.2% |
| 12028000 51330 Local Share Adul | 22,234 | 0 | 22,234 | 926.42 | .00 | 21,307.58 | |
| 515 Town Buildings | | | | | | | |
| 12051500 50104 Non-supervisory | 17,439 | 0 | 17,439 | 1,847.40 | .00 | 15,591.60 | 10.6% |
| 12051500 50202 Workers compensa | 1,112 | 0 | 1,112 | .00 | .00 | 1,112.00 | .0% |
| 12051500 50210 Maine State reti | 521 | 0 | 521 | 60.12 | .00 | 460.88 | 11.5% |
| 12051500 50230 FICA taxes | 1,335 | 0 | 1,335 | 139.55 | .00 | 1,195.45 | 10.5% |
| 12051500 50302 Operating suppli | 6,000 | 0 | 6,000 | 723.07 | .00 | 5,276.93 | 12.1% |
| 12051500 50510 Electricity | 48,000 | 0 | 48,000 | .00 | .00 | 48,000.00 | .0% |
| 12051500 50511 Water usage fees | 2,100 | 0 | 2,100 | 474.16 | .00 | 1,625.84 | 22.6% |
| 12051500 50512 Telephone | 8,664 | 0 | 8,664 | 843.34 | .00 | 7,820.66 | 9.7% |
| 12051500 50513 Sewer Expense | 742 | 0 | 742 | 170.88 | .00 | 571.12 | 23.0% |
| 12051500 50514 Heating Fuel | 13,000 | 0 | 13,000 | .00 | .00 | 13,000.00 | .0% |
| 12051500 50515 Natural Gas | 29,000 | 0 | 29,000 | .00 | .00 | 29,000.00 | .0% |
| 12051500 50520 Building Expense | 70,000 | 0 | 70,000 | .00 | .00 | 70,000.00 | .0% |
| 12051500 50536 R&M: Equipment | 30,000 | 0 | 30,000 | 3,785.65 | .00 | 26,214.35 | 12.6% |
| 12051500 50549 R & M Buildings | 17,000 | 0 | 17,000 | 2,054.29 | .00 | 14,945.71 | 12.1% |
| 30 Health & Welfare/General Assis | | | | | | | |
| 305 Health Officer | | | | | | | |
| 13030500 50102 Department Head | 5,480 | 0 | 5,480 | 632.28 | .00 | 4,847.72 | 11.5% |
| 13030500 50202 Workers Comp Ins | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 13030500 50210 MEPRS - Employee | 554 | 0 | 554 | 63.87 | .00 | 490.13 | 11.5% |
| 13030500 50230 FICA Employer Co | 420 | 0 | 420 | 46.49 | .00 | 373.51 | 11.1% |
| 13030500 50301 Office Supplies | 50 | 0 | 50 | .00 | .00 | 50.00 | .0% |
| 310 General Assistance | | | | | | | |
| 13031000 50102 Department Head | 10,980 | 0 | 10,980 | .00 | .00 | 10,980.00 | .0% |
| 13031000 50202 Workers Comp Ins | 56 | 0 | 56 | .00 | .00 | 56.00 | .0% |
| 13031000 50230 FICA Employer Co | 840 | 0 | 840 | .00 | .00 | 840.00 | .0% |
| 13031000 50301 Office Supplies | 50 | 0 | 50 | .00 | .00 | 50.00 | .0% |
| 13031000 50306 Postage | 100 | 0 | 100 | 3.34 | .00 | 96.66 | 3.3% |
| 13031000 50352 Cell Phone allow | 365 | 0 | 365 | 28.30 | .00 | 336.70 | 7.8% |

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|-------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 13031000.50401 Professional Dev | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 13031000.50440 General Assistan | 25,000 | 0 | 25,000 | 963.60 | .00 | 24,036.40 | 3.9% |
| 40 Public Safety | | | | | | | |
| 405 Police | | | | | | | |
| 14040500.50102 Department Head | 80,392 | 0 | 80,392 | 9,276.00 | .00 | 71,116.00 | 11.5% |
| 14040500.50104 Non-Supervisory | 661,240 | 0 | 661,240 | 75,447.90 | .00 | 585,792.10 | 11.4% |
| 14040500.50107 Administrative | 40,120 | 0 | 40,120 | 4,629.27 | .00 | 35,490.73 | 11.5% |
| 14040500.50116 Union | 16,000 | 0 | 16,000 | .00 | .00 | 16,000.00 | .0% |
| 14040500.50117 Misc. Police Det | 7,000 | 0 | 7,000 | .00 | .00 | 7,000.00 | .0% |
| 14040500.50130 Temporary/season | 18,000 | 0 | 18,000 | 1,502.04 | .00 | 16,497.96 | 8.3% |
| 14040500.50140 Overtime wages | 27,540 | 0 | 27,540 | 427.52 | .00 | 27,112.48 | 1.6% |
| 14040500.50143 Court time | 5,000 | 0 | 5,000 | 184.06 | .00 | 4,815.94 | 3.7% |
| 14040500.50145 Replacement Wage | 106,277 | 0 | 106,277 | 9,081.09 | .00 | 97,195.91 | 8.5% |
| 14040500.50202 Workers Comp Ins | 46,521 | 0 | 46,521 | .00 | .00 | 46,521.00 | .0% |
| 14040500.50210 MEPPERS - Employee | 99,055 | 0 | 99,055 | 9,672.99 | .00 | 89,382.01 | 9.8% |
| 14040500.50220 Health Insurance | 256,469 | 0 | 256,469 | 20,674.22 | .00 | 235,794.78 | 8.1% |
| 14040500.50230 FICA Employer Co | 73,560 | 0 | 73,560 | 7,273.41 | .00 | 66,286.59 | 9.9% |
| 14040500.50260 Uniform cleaning | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 14040500.50301 Office Supplies | 2,750 | 0 | 2,750 | 182.29 | .00 | 2,567.71 | 6.6% |
| 14040500.50302 Operating suppli | 14,000 | 0 | 14,000 | 538.25 | 166.24 | 13,295.51 | 5.0% |
| 14040500.50306 Postage | 350 | 0 | 350 | 21.63 | .00 | 328.37 | 6.2% |
| 14040500.50307 Advertising | 200 | 0 | 200 | 180.00 | .00 | 20.00 | 90.0% |
| 14040500.50308 Printing | 2,000 | 0 | 2,000 | .00 | .00 | 2,000.00 | .0% |
| 14040500.50349 Recruitment Test | 1,750 | 0 | 1,750 | .00 | .00 | 1,750.00 | .0% |
| 14040500.50351 Clothing/Boat Al | 14,100 | 0 | 14,100 | 123.80 | 296.95 | 13,679.25 | 3.0% |
| 14040500.50352 Cell Phone/Allow | 5,854 | 0 | 5,854 | 482.57 | .00 | 5,371.43 | 8.2% |
| 14040500.50353 Physicals | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 14040500.50375 Gas | 22,125 | 0 | 22,125 | .00 | .00 | 22,125.00 | .0% |
| 14040500.50378 Tires Expense | 3,600 | 0 | 3,600 | .00 | .00 | 3,600.00 | .0% |
| 14040500.50401 Professional Dev | 12,386 | 0 | 12,386 | 1,600.00 | .00 | 10,786.00 | 12.9% |
| 14040500.50413 Mileage/travel | 450 | 0 | 450 | .00 | .00 | 450.00 | .0% |
| 14040500.50415 Education Progra | 2,608 | 0 | 2,608 | .00 | .00 | 2,608.00 | .0% |
| 14040500.50501 Vehicle Repairs | 9,000 | 0 | 9,000 | .00 | .00 | 9,000.00 | .0% |
| 14040500.50512 Telephone | 9,228 | 0 | 9,228 | 697.24 | .00 | 8,530.76 | 7.6% |
| 14040500.50532 R&M Office Equip | 2,000 | 0 | 2,000 | .00 | .00 | 2,000.00 | .0% |
| 14040500.50536 R&M Equipment | 5,500 | 0 | 5,500 | .00 | .00 | 5,500.00 | .0% |
| 14040500.50710 Equipment | 3,750 | 0 | 3,750 | .00 | .00 | 3,750.00 | .0% |
| 14040500.50720 Equipment vehi | 62,000 | 0 | 62,000 | .00 | .00 | 62,000.00 | .0% |

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| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 415 Fire Department | | | | | | | |
| 14041500 50102 Department Head | 72,840 | 0 | 72,840 | 8,404.56 | .00 | 64,435.44 | 11.5% |
| 14041500 50104 Non Supervisory | 140,000 | 0 | 140,000 | 12,493.75 | .00 | 127,506.25 | 8.9% |
| 14041500 50202 Workers Comp Ins | 24,227 | 0 | 24,227 | .00 | .00 | 24,227.00 | 0.0% |
| 14041500 50210 MEPPERS - Employee | 7,357 | 0 | 7,357 | 872.53 | .00 | 6,484.47 | 11.9% |
| 14041500 50220 Health Insurance | 25,462 | 0 | 25,462 | 2,113.40 | .00 | 23,348.60 | 8.3% |
| 14041500 50230 FICA Employer Co | 16,283 | 0 | 16,283 | 1,559.24 | .00 | 14,723.76 | 9.6% |
| 14041500 50301 Office Supplies | 9,000 | 0 | 9,000 | 95.88 | .00 | 8,904.12 | 19.2% |
| 14041500 50302 Operating suppli | 75 | 0 | 75 | 766.92 | 53.57 | 8,179.51 | 9.1% |
| 14041500 50306 Postage | 3,000 | 0 | 3,000 | 19.58 | .00 | 2,980.42 | 26.1% |
| 14041500 50351 Clothing/Boot Al | 3,420 | 0 | 3,420 | 35.00 | .00 | 3,385.00 | 8.3% |
| 14041500 50352 Cell Phone/Allow | 5,000 | 0 | 5,000 | 24.00 | .00 | 4,976.00 | 5.5% |
| 14041500 50353 Physicals | 6,000 | 0 | 6,000 | 230.35 | 78.07 | 5,691.58 | 5.1% |
| 14041500 50370 Parts - Supplies | 1,400 | 0 | 1,400 | .00 | .00 | 1,400.00 | 0.0% |
| 14041500 50375 Gas | 3,500 | 0 | 3,500 | .00 | .00 | 3,500.00 | 0.0% |
| 14041500 50377 Diesel | 3,200 | 0 | 3,200 | .00 | .00 | 3,200.00 | 0.0% |
| 14041500 50379 Tires Expense | 7,500 | 0 | 7,500 | 40.00 | .00 | 7,460.00 | 5.5% |
| 14041500 50401 Professional Dev | 175 | 0 | 175 | .00 | .00 | 175.00 | 0.0% |
| 14041500 50413 Mileage/ travel | 75,000 | 0 | 75,000 | .00 | .00 | 75,000.00 | 0.0% |
| 14041500 50490 Capital Projects | 525 | 0 | 525 | 53.00 | .00 | 472.00 | 10.1% |
| 14041500 50511 Water Usage | 2,508 | 0 | 2,508 | 222.87 | .00 | 2,285.13 | 8.9% |
| 14041500 50512 Telephones | 318 | 0 | 318 | 35.60 | .00 | 282.40 | 11.2% |
| 14041500 50536 Sewer Expense | 25,000 | 0 | 25,000 | 3,350.00 | .00 | 21,650.00 | 13.4% |
| 14041500 50544 R & M: Radios | 5,800 | 0 | 5,800 | 62.82 | .00 | 5,737.18 | 1.1% |
| 14041500 50560 Fire Fighting. Fo | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | 0.0% |
| 14041500 50561 EMS Supplies | 1,500 | 0 | 1,500 | 196.90 | .00 | 1,303.10 | 13.1% |
| 14041500 50562 Personal Protect | 21,450 | 0 | 21,450 | .00 | .00 | 21,450.00 | 0.0% |
| 14041500 50563 Hose Replacement | 5,000 | 0 | 5,000 | .00 | .00 | 5,000.00 | 0.0% |
| 14041500 50710 Equipment | 12,000 | 0 | 12,000 | 47.52 | .00 | 11,952.48 | 4.8% |
| 430 Emergency Management | | | | | | | |
| 14043000 50100 LEMS Stipend | 199,246 | 0 | 199,246 | 49,811.50 | .00 | 149,434.50 | 25.0% |
| 14043000 50104 Non Supervisory | 1,570 | 0 | 1,570 | 185.55 | .00 | 1,384.45 | 11.8% |
| 14043000 50202 Workers Comp Ins | 64 | 0 | 64 | .00 | .00 | 64.00 | 0.0% |
| 14043000 50230 FICA Employer Co | 120 | 0 | 120 | 14.20 | .00 | 105.80 | 11.8% |
| 450 Animal Control Officer | | | | | | | |
| 14045000 50104 Non Supervisory | 45,520 | 0 | 45,520 | 4,868.95 | .00 | 40,651.05 | 10.7% |

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| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 14045000 50140 Overtime | 2,160 | 0 | 2,160 | 87.45 | .00 | 2,072.55 | 4.0% |
| 14045000 50202 Workers Comp Ins | 1,292 | 0 | 1,292 | .00 | .00 | 1,292.00 | .0% |
| 14045000 50210 MEPS - Employee | 4,300 | 0 | 4,300 | 513.18 | .00 | 3,786.82 | 11.9% |
| 14045000 50220 Health Insurance | 25,462 | 0 | 25,462 | 2,030.42 | .00 | 23,431.58 | 8.0% |
| 14045000 50230 FICA Employer Co | 3,647 | 0 | 3,647 | 346.03 | .00 | 3,300.97 | 9.5% |
| 14045000 50302 Operating suppli | 125 | 0 | 125 | .00 | .00 | 125.00 | .0% |
| 14045000 50351 Clothing/Boot Al | 600 | 0 | 600 | .00 | .00 | 600.00 | .0% |
| 14045000 50352 Cell Phone/Allow | 666 | 0 | 666 | 49.34 | .00 | 616.66 | 7.4% |
| 14045000 50373 Gas | 2,250 | 0 | 2,250 | .00 | .00 | 2,250.00 | .0% |
| 14045000 50378 Tires Expense | 400 | 0 | 400 | .00 | .00 | 400.00 | .0% |
| 14045000 50401 Professional Dev | 400 | 0 | 400 | .00 | .00 | 400.00 | .0% |
| 14045000 50453 Animal Shelter S | 13,064 | 0 | 13,064 | 13,063.05 | .00 | .95 | 100.0% |
| 14045000 50536 R&M: Equipment | 600 | 0 | 600 | 3.49 | .00 | 596.51 | .6% |
| 14045000 50710 Equipment | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 460 Lisbon Communications Center | | | | | | | |
| 14046000 50104 Non Supervisory | 186,240 | 0 | 186,240 | 20,557.80 | .00 | 165,682.20 | 11.0% |
| 14046000 50116 Union | 6,000 | 0 | 6,000 | .00 | .00 | 6,000.00 | .0% |
| 14046000 50130 Temporary/season | 19,000 | 0 | 19,000 | 4,673.64 | .00 | 14,326.36 | 24.6% |
| 14046000 50140 Overtime wages | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 14046000 50145 Replacement Wage | 35,000 | 0 | 35,000 | 2,115.54 | .00 | 32,884.46 | 6.0% |
| 14046000 50202 Workers Comp Ins | 1,055 | 0 | 1,055 | .00 | .00 | 1,055.00 | .0% |
| 14046000 50210 MEPS - Employee | 21,965 | 0 | 21,965 | 1,653.91 | .00 | 20,311.09 | 7.5% |
| 14046000 50220 Health Insurance | 48,405 | 0 | 48,405 | 4,875.60 | .00 | 43,529.40 | 10.1% |
| 14046000 50230 FICA Employer Co | 18,914 | 0 | 18,914 | 2,000.93 | .00 | 16,913.07 | 10.6% |
| 14046000 50301 Office Supplies | 780 | 0 | 780 | 108.56 | .00 | 671.44 | 13.9% |
| 14046000 50307 Advertising | 120 | 0 | 120 | .00 | .00 | 120.00 | .0% |
| 14046000 50349 Recruitment Test | 300 | 0 | 300 | .00 | .00 | 300.00 | .0% |
| 14046000 50351 Clothing/Boot Al | 1,750 | 0 | 1,750 | 82.50 | .00 | 1,667.50 | 4.7% |
| 14046000 50401 Professional Dev | 1,450 | 0 | 1,450 | .00 | .00 | 1,450.00 | .0% |
| 14046000 50512 Telephone | 1,632 | 0 | 1,632 | 154.58 | .00 | 1,477.42 | 9.5% |
| 14046000 50536 R&M: Equipment | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 50 Public Works | | | | | | | |
| 505 Department of Public Works | | | | | | | |
| 15050500 50102 Department Head | 80,630 | 0 | 80,630 | 9,303.45 | .00 | 71,326.55 | 11.5% |
| 15050500 50104 Non Supervisory | 348,308 | 0 | 348,308 | 38,250.62 | .00 | 310,057.38 | 11.0% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 15050500 50107 Administrative | 19,468 | 0 | 19,468 | 2,582.65 | .00 | 16,885.35 | 13.3% |
| 15050500 50116 Union | 8,500 | 0 | 8,500 | .00 | .00 | 8,500.00 | .0% |
| 15050500 50140 Overtime wages | 40,000 | 0 | 40,000 | 1,577.55 | .00 | 38,422.45 | 3.9% |
| 15050500 50202 Workers Comp Ins | 43,918 | 0 | 43,918 | .00 | .00 | 43,918.00 | .0% |
| 15050500 50210 MEPRS - Employee | 43,223 | 0 | 43,223 | 4,407.83 | .00 | 38,815.17 | 10.2% |
| 15050500 50220 Health Insurance | 114,577 | 0 | 114,577 | 8,508.28 | .00 | 106,068.72 | 7.4% |
| 15050500 50230 FICA Employer Co | 38,090 | 0 | 38,090 | 3,816.94 | .00 | 34,273.06 | 10.0% |
| 15050500 50240 Medical testing | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 15050500 50301 Office Supplies | 1,500 | 0 | 1,500 | 170.13 | .00 | 1,329.87 | 11.3% |
| 15050500 50302 Operating suppli | 8,500 | 0 | 8,500 | 361.89 | .00 | 8,138.11 | 4.3% |
| 15050500 50306 Postage | 150 | 0 | 150 | .00 | .00 | 150.00 | .0% |
| 15050500 50307 Advertising | 1,000 | 0 | 1,000 | 180.00 | .00 | 820.00 | 18.0% |
| 15050500 50320 Drug Testing | 1,500 | 0 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 15050500 50351 Clothing/Boot Al | 10,000 | 0 | 10,000 | 1,330.58 | 81.68 | 8,587.74 | 14.1% |
| 15050500 50352 Cell Phone/Allow | 1,600 | 0 | 1,600 | 106.29 | .00 | 1,493.71 | 6.6% |
| 15050500 50360 Minor equipment | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 15050500 50363 Culverts | 15,000 | 0 | 15,000 | 2,877.60 | .00 | 12,122.40 | 19.2% |
| 15050500 50366 Asphalt-Hot Top | 5,000 | 0 | 5,000 | 1,022.18 | .00 | 3,977.82 | 6.8% |
| 15050500 50367 Excavation Expen | 40,000 | 0 | 40,000 | .00 | .00 | 40,000.00 | .0% |
| 15050500 50370 Parts - Supplies | 10,000 | 0 | 10,000 | 1,053.80 | .00 | 8,946.20 | 2.6% |
| 15050500 50371 Sand & Gravel | 0 | 0 | 0 | 832.81 | 24.36 | 9,142.83 | 8.6% |
| 15050500 50372 Paint | 8,000 | 0 | 8,000 | 47.88 | .00 | -47.88 | 100.0% |
| 15050500 50375 Gas | 4,500 | 0 | 4,500 | 4,509.69 | 2,267.76 | 1,222.55 | 84.7% |
| 15050500 50376 Oils and Lubrica | 19,000 | 0 | 19,000 | .00 | .00 | 19,000.00 | .0% |
| 15050500 50377 Diesel | 5,000 | 0 | 5,000 | .00 | .00 | 5,000.00 | .0% |
| 15050500 50378 Tires Expense | 4,000 | 0 | 4,000 | .00 | .00 | 4,000.00 | .0% |
| 15050500 50401 Professional Dev | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 15050500 50413 Mileage/ travel | 1,200 | 0 | 1,200 | .00 | .00 | 1,200.00 | .0% |
| 15050500 50430 Filing fees/lice | 26,400 | 0 | 26,400 | .00 | .00 | 26,400.00 | .0% |
| 15050500 50455 Professional Serv | 400 | 0 | 400 | .00 | .00 | 400.00 | .0% |
| 15050500 50511 Water Usage | 4,020 | 0 | 4,020 | 346.59 | .00 | 3,673.41 | 8.6% |
| 15050500 50512 Telephone | 594 | 0 | 594 | .00 | .00 | 594.00 | .0% |
| 15050500 50513 Sewer Expense | 25,000 | 0 | 25,000 | .00 | .00 | 25,000.00 | .0% |
| 15050500 50535 Rental of Equipm | 8,000 | 0 | 8,000 | 23.64 | 650.80 | 7,325.56 | 8.4% |
| 15050500 50536 RM: Equipment | 4,500 | 0 | 4,500 | 234.08 | .00 | 4,265.92 | 5.2% |
| 15050500 50537 Equipment Painti | 1,500 | 0 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 15050500 50538 Loam & Seed | 5,000 | 0 | 5,000 | .00 | .00 | 5,000.00 | .0% |
| 15050500 50539 RM: Catch Basin | 6,000 | 0 | 6,000 | 3,400.00 | .00 | 2,600.00 | 56.7% |
| 15050500 50541 Ground repair an | 1,000 | 0 | 1,000 | .00 | 353.79 | 646.21 | 35.4% |
| 15050500 50544 R & M: Radios | 4,500 | 0 | 4,500 | .00 | .00 | 4,500.00 | .0% |
| 15050500 50545 R & M: TREE REM | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 15050500 50547 R & M: SIGNS | 15,000 | 0 | 15,000 | 13,723.78 | .00 | 1,276.22 | 91.5% |
| 15050500 50548 R & M: STREETS | 0 | 0 | 0 | 71.45 | .00 | -71.45 | 100.0% |
| 15050500 50710 Equipment | 0 | 0 | 0 | .00 | .00 | .00 | .0% |

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|----------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 15050500 50770 Infrastructure- | 475,000 | 0 | 475,000 | .00 | .00 | 475,000.00 | .0% |
| 510 Winter Operations | | | | | | | |
| 15051000 50140 Overtime | 65,000 | 0 | 65,000 | .00 | .00 | 65,000.00 | .0% |
| 15051000 50202 Workers Comp. Ins | 2,538 | 0 | 2,538 | .00 | .00 | 2,538.00 | .0% |
| 15051000 50210 MEPRS - Employee | 6,565 | 0 | 6,565 | .00 | .00 | 6,565.00 | .0% |
| 15051000 50230 FICA Employer Co | 4,972 | 0 | 4,972 | .00 | .00 | 4,972.00 | .0% |
| 15051000 50303 Other Supplies | 150,000 | 0 | 150,000 | .00 | .00 | 150,000.00 | .0% |
| 15051000 50370 Parts - Supplies | 20,000 | 0 | 20,000 | .00 | .00 | 20,000.00 | .0% |
| 15051000 50451 Contracted Prof | 50,000 | 0 | 50,000 | .00 | .00 | 50,000.00 | .0% |
| 520 Solid Waste | | | | | | | |
| 15052000 50104 Non-Supervisory | 144,397 | 0 | 144,397 | 15,361.47 | .00 | 129,035.53 | 10.6% |
| 15052000 50116 Union Negotiatio | 2,000 | 0 | 2,000 | .00 | .00 | 2,000.00 | .0% |
| 15052000 50202 Workers Comp. Ins | 10,302 | 0 | 10,302 | .00 | .00 | 10,302.00 | .0% |
| 15052000 50210 MEPRS - Employee | 12,103 | 0 | 12,103 | 1,551.49 | .00 | 10,551.51 | 12.8% |
| 15052000 50220 Health Insurance | 50,244 | 0 | 50,244 | 4,250.30 | .00 | 45,993.70 | 8.5% |
| 15052000 50230 FICA Employer Co | 11,200 | 0 | 11,200 | 1,137.92 | .00 | 10,062.08 | 10.2% |
| 15052000 50240 Medical testing | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 15052000 50301 Office Supplies | 500 | 0 | 500 | 90.34 | .00 | 409.66 | 18.1% |
| 15052000 50302 Operating suppli | 6,000 | 0 | 6,000 | 305.07 | .00 | 5,694.93 | 5.1% |
| 15052000 50306 Postage | 80 | 0 | 80 | .00 | .00 | 80.00 | .0% |
| 15052000 50307 Advertising | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 15052000 50308 Printing | 1,500 | 0 | 1,500 | .00 | .00 | 1,500.00 | .0% |
| 15052000 50330 Drug Testing | 350 | 0 | 350 | .00 | .00 | 350.00 | .0% |
| 15052000 50331 Clothing/Boot Al | 3,500 | 0 | 3,500 | .00 | .00 | 3,500.00 | .0% |
| 15052000 50352 Cell Phone allow | 420 | 0 | 420 | 35.00 | .00 | 385.00 | 8.3% |
| 15052000 50369 Land Fill | 4,000 | 0 | 4,000 | .00 | .00 | 4,000.00 | .0% |
| 15052000 50370 Parts - Supplies | 10,000 | 0 | 10,000 | 562.28 | .00 | 9,437.72 | 5.6% |
| 15052000 50377 Diesel | 6,000 | 0 | 6,000 | 75.60 | 75.60 | 5,924.40 | 2.5% |
| 15052000 50378 Tires Expense | 4,500 | 0 | 4,500 | .00 | .00 | 4,500.00 | .0% |
| 15052000 50401 Professional Dev | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 15052000 50413 Mileage/ travel | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 15052000 50430 Filing fees/lice | 700 | 0 | 700 | 30.00 | 450.00 | 220.00 | 68.6% |
| 15052000 50511 Water usage fees | 2,100 | 0 | 2,100 | .00 | .00 | 2,100.00 | .0% |
| 15052000 50512 Telephone | 1,512 | 0 | 1,512 | 118.84 | .00 | 1,393.16 | 7.9% |
| 15052000 50513 Sewer Expense | 530 | 0 | 530 | .00 | .00 | 530.00 | .0% |
| 15052000 50536 RM: Equipment | 5,000 | 0 | 5,000 | .00 | .00 | 5,000.00 | .0% |
| 15052000 50556 Trash Removal | 305,000 | 0 | 305,000 | 9,115.89 | 11,437.93 | 284,446.18 | 6.7% |
| 535 Other Public Works | | | | | | | |
| 15053500 50510 Electricity | 78,000 | 0 | 78,000 | 5,213.79 | .00 | 72,786.21 | 6.7% |

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 15053500 50534 Hydrant Rental | 461,500 | 0 | 461,500 | 101,500.00 | .00 | 360,000.00 | 22.0% |
| 15053500 50536 R&M: Equipment | 12,000 | 0 | 12,000 | .00 | .00 | 12,000.00 | .0% |
| 60 Culture & Recreation | | | | | | | |
| 605 Library | | | | | | | |
| 16060500 50102 Department Head | 58,764 | 0 | 58,764 | 6,780.01 | .00 | 51,983.99 | 11.5% |
| 16060500 50104 Non Supervisory | 110,674 | 0 | 110,674 | 11,347.17 | .00 | 99,326.83 | 10.3% |
| 16060500 50202 Workers Comp Ins | 865 | 0 | 865 | .00 | .00 | 865.00 | .0% |
| 16060500 50210 MEMBERS - Employee | 14,535 | 0 | 14,535 | 1,316.70 | .00 | 13,218.30 | 9.1% |
| 16060500 50220 Health Insurance | 52,492 | 0 | 52,492 | 4,281.35 | .00 | 48,210.65 | 8.2% |
| 16060500 50230 FICA Employer Co | 12,962 | 0 | 12,962 | 1,342.46 | .00 | 11,619.54 | 10.4% |
| 16060500 50301 Office Supplies | 3,600 | 0 | 3,600 | 659.09 | .00 | 2,940.91 | 18.3% |
| 16060500 50302 Operating suppli | 30,000 | 0 | 30,000 | 928.60 | .00 | 29,071.40 | 3.1% |
| 16060500 50306 Postage | 2,500 | 0 | 2,500 | 49.16 | .00 | 2,450.84 | 2.0% |
| 16060500 50308 Printing | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 16060500 50352 Cell Phone/Allow | 420 | 0 | 420 | 35.00 | .00 | 385.00 | 8.3% |
| 16060500 50401 Professional Dev | 250 | 0 | 250 | .00 | .00 | 250.00 | .0% |
| 16060500 50402 Dues and Members | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 16060500 50413 Mileage/Travel | 100 | 0 | 100 | .00 | .00 | 100.00 | .0% |
| 16060500 50511 Water usage fees | 240 | 0 | 240 | .00 | .00 | 240.00 | .0% |
| 16060500 50512 Telephone | 2,304 | 0 | 2,304 | 467.78 | .00 | 1,836.22 | 20.3% |
| 16060500 50513 Sewer Expense | 154 | 0 | 154 | .00 | .00 | 154.00 | .0% |
| 16060500 50535 Rentals of Equip | 400 | 0 | 400 | 34.00 | .00 | 366.00 | 8.5% |
| 16060500 50536 R&M: Equipment | 600 | 0 | 600 | .00 | .00 | 600.00 | .0% |
| 615 Parks & Recreation | | | | | | | |
| 16061500 29653 MTM Seniors Prog | 0 | 0 | 0 | -1,818.61 | .00 | 1,818.61 | 100.0% |
| 16061500 50102 Department Head | 70,922 | 0 | 70,922 | 7,629.80 | .00 | 63,292.40 | 10.8% |
| 16061500 50104 Non Supervisory | 151,157 | 0 | 151,157 | 16,605.53 | .00 | 134,551.47 | 11.0% |
| 16061500 50130 Temporary/season | 143,070 | 0 | 143,070 | 51,343.20 | .00 | 91,726.80 | 35.9% |
| 16061500 50140 Overtime | 0 | 0 | 0 | 1,334.91 | .00 | -1,334.91 | 100.0% |
| 16061500 50202 Workers Comp Ins | 24,604 | 0 | 24,604 | .00 | .00 | 24,604.00 | .0% |
| 16061500 50210 MEMBERS - Employee | 15,099 | 0 | 15,099 | 1,645.71 | .00 | 13,453.29 | 10.9% |
| 16061500 50220 Health Insurance | 59,176 | 0 | 59,176 | 5,290.92 | .00 | 53,885.08 | 8.9% |
| 16061500 50230 FICA Employer Co | 27,934 | 0 | 27,934 | 5,838.72 | .00 | 22,095.28 | 20.9% |
| 16061500 50301 Office Supplies | 1,200 | 0 | 1,200 | 171.94 | .00 | 1,028.06 | 14.3% |
| 16061500 50302 Operating suppli | 41,700 | 0 | 41,700 | 2,043.15 | .00 | 39,656.85 | 4.9% |

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FOR 2021 02

| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|---------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 16061500 50306 Postage | 200 | 0 | 200 | 5.01 | .00 | 194.99 | 2.5% |
| 16061500 50307 Advertising | 1,000 | 0 | 1,000 | 180.00 | .00 | 820.00 | 18.0% |
| 16061500 50352 Cell Phone/Allow | 7,420 | 0 | 7,420 | 35.00 | .00 | 385.00 | 8.3% |
| 16061500 50355 Co-Ed Softball/F | 7,753 | 0 | 7,753 | .00 | .00 | 7,753.00 | .0% |
| 16061500 50356 Summer Trips | 18,484 | 0 | 18,484 | 2,827.50 | .00 | 15,656.50 | 15.3% |
| 16061500 50357 Sunshine Hill | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 16061500 50358 New Programs | 5,045 | 0 | 5,045 | .00 | .00 | 5,045.00 | .0% |
| 16061500 50359 Officials | 3,800 | 0 | 3,800 | .00 | .00 | 3,800.00 | .0% |
| 16061500 50375 Gas | 3,800 | 0 | 3,800 | .00 | .00 | 3,800.00 | .0% |
| 16061500 50377 Diesel | 1,200 | 0 | 1,200 | .00 | .00 | 1,200.00 | .0% |
| 16061500 50380 Uniforms/safety | 500 | 0 | 500 | .00 | .00 | 500.00 | .0% |
| 16061500 50401 Professional Day | 225 | 0 | 225 | 45.00 | .00 | 180.00 | 20.0% |
| 16061500 50414 Senior Meals Exp | 7,000 | 0 | 7,000 | 502.37 | .00 | 6,497.63 | 7.2% |
| 16061500 50483 Security System | 360 | 0 | 360 | .00 | .00 | 360.00 | .0% |
| 16061500 50501 Vehicle Repairs | 3,300 | 0 | 3,300 | 20.69 | .00 | 2,979.31 | .7% |
| 16061500 50510 Electricity | 3,300 | 0 | 3,300 | .00 | .00 | 3,300.00 | .0% |
| 16061500 50511 Water Usage | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 16061500 50512 Telephone | 3,180 | 0 | 3,180 | 626.55 | .00 | 2,553.45 | 19.7% |
| 16061500 50513 Sewer Expense | 1,060 | 0 | 1,060 | .00 | .00 | 1,060.00 | .0% |
| 16061500 50522 Space Rental | 2,200 | 0 | 2,200 | .00 | .00 | 2,200.00 | .0% |
| 16061500 50536 RM: Equipment | 5,000 | 0 | 5,000 | 54.69 | .00 | 4,945.31 | 1.1% |
| 16061500 50541 Grounds maintena | 9,200 | 0 | 9,200 | 2,505.89 | .00 | 6,694.11 | 27.2% |
| 16061500 50542 River Trail main | 5,000 | 0 | 5,000 | 170.00 | 268.97 | 4,561.03 | 8.8% |
| 16061500 50543 RM: Green Thumb | 4,690 | 0 | 4,690 | .00 | .00 | 4,690.00 | .0% |
| 16061500 50556 Trash Removal | 1,150 | 0 | 1,150 | 265.12 | .00 | 884.88 | 23.1% |
| 620 Other Public Services | | | | | | | |
| 16062000 50442 Transportation s | 42,000 | 0 | 42,000 | 10,000.00 | .00 | 32,000.00 | 23.8% |
| 16062000 50650 Historical Socie | 2,000 | 0 | 2,000 | .00 | .00 | 2,000.00 | .0% |
| 16062000 50651 LACO | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | .0% |
| 16062000 50652 Memorial Day | 1,800 | 0 | 1,800 | .00 | .00 | 1,800.00 | .0% |
| 16062000 50653 MNA | 8,078 | 0 | 8,078 | .00 | .00 | 8,078.00 | .0% |
| 70 Economic Development | | | | | | | |
| 705 Economic Development | | | | | | | |
| 17070500 50102 Department Head | 65,010 | 0 | 65,010 | 7,500.10 | .00 | 57,509.90 | 11.5% |
| 17070500 50202 Workers Comp Ins | 332 | 0 | 332 | .00 | .00 | 332.00 | .0% |

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YEAR-TO-DATE BUDGET REPORT

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| | ORIGINAL APPROP | TRANSFERS/ ADJUSTMENTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------------------------------|--------------------|---------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 17070500 50210 MEMBERS - Employee | 6,601 | 0 | 6,601 | 757.51 | .00 | 5,843.49 | 11.5% |
| 17070500 50220 Health Insurance | 3,075 | 0 | 3,075 | 354.84 | .00 | 2,720.16 | 11.5% |
| 17070500 50230 FICA Employer Co | 4,974 | 0 | 4,974 | 600.91 | .00 | 4,373.09 | 12.1% |
| 17070500 50301 Office Supplies | 0 | 0 | 0 | 87.83 | .00 | -87.83 | 100.0% |
| 17070500 50302 Operating suppli | 4,200 | 0 | 4,200 | 175.62 | .00 | 4,024.38 | 4.2% |
| 17070500 50306 Postage | 300 | 0 | 300 | .00 | .00 | 300.00 | .0% |
| 17070500 50307 Advertising | 5,000 | 0 | 5,000 | .00 | .00 | 5,000.00 | .0% |
| 17070500 50352 Cell Phone/Allow | 695 | 0 | 695 | .00 | .00 | 695.00 | .0% |
| 17070500 50401 Professional emp | 3,500 | 0 | 3,500 | .00 | .00 | 3,500.00 | .0% |
| 17070500 50402 Dues and Members | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | .0% |
| 17070500 50406 AVOG Dues | 9,537 | 0 | 9,537 | 9,537.18 | .00 | -18 | 100.0% |
| 17070500 50412 Meal allowance | 525 | 0 | 525 | .00 | .00 | 525.00 | .0% |
| 17070500 50413 Mileage/ travel | 1,050 | 0 | 1,050 | .00 | .00 | 1,050.00 | .0% |
| 85 Intergovernmental | | | | | | | |
| 850 County Tax | | | | | | | |
| 18085000 50405 PSAP Fees | 20,811 | 0 | 20,811 | 20,810.79 | .00 | -21 | 100.0% |
| 18085000 50920 County Tax | 768,250 | 0 | 768,250 | .00 | 768,250.00 | .00 | 100.0% |
| TOTAL General Fund | 16,831,006 | 0 | 16,831,006 | 1,171,418.44 | 788,683.21 | 14,870,904.35 | 11.6% |
| TOTAL EXPENSES | 16,831,006 | 0 | 16,831,006 | 1,171,418.44 | 788,683.21 | 14,870,904.35 | |
| 1100 ED Loan Fund | | | | | | | |
| 70 Economic Development | | | | | | | |
| 715 IRP Loan Fund | | | | | | | |
| 17071501 50830 IRP Loan - Princ | 0 | 0 | 0 | 19,800.48 | .00 | -19,800.48 | 100.0% |
| 17071501 50831 IRP Loan - Inter | 0 | 0 | 0 | 1,424.52 | .00 | -1,424.52 | 100.0% |
| TOTAL ED Loan Fund | 0 | 0 | 0 | 21,225.00 | .00 | -21,225.00 | 100.0% |
| TOTAL EXPENSES | 0 | 0 | 0 | 21,225.00 | .00 | -21,225.00 | |
| 2000 Special Revenue | | | | | | | |
| 00 Fund Level Reporting | | | | | | | |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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lglytdbud

FOR 2021 02

| 2000 Special Revenue | ORIGINAL APPROP | TRANSFERS/ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-------------------------------------|-----------------|---------------------|----------------|--------------|--------------|------------------|----------|
| 000 Undefined | | | | | | | |
| 200000000 29110 Condemned Bldg 4 | 0 | 0 | 0 | 55.50 | .00 | -55.50 | 100.0% |
| 200000000 29531 Rt. 196 Davis St | 0 | 0 | 0 | 6,200.00 | .00 | -6,200.00 | 100.0% |
| 200000000 29653 MTM Seniors Prog | 0 | 0 | 0 | 1,818.61 | .00 | -1,818.61 | 100.0% |
| 200000000 29703 TIF-Downtown | 0 | 0 | 0 | 19,950.00 | .00 | -19,950.00 | 100.0% |
| 200000000 53850 Lisbon Beautific | 0 | 0 | 0 | 8,272.64 | .00 | -8,272.64 | 100.0% |
| 200000000 53900 Local Entertainment | 0 | 0 | 0 | 2,300.00 | .00 | -2,300.00 | 100.0% |
| TOTAL Special Revenue | 0 | 0 | 0 | 38,596.75 | .00 | -38,596.75 | 100.0% |
| TOTAL EXPENSES | 0 | 0 | 0 | 38,596.75 | .00 | -38,596.75 | |
| 3000 Debt Service | | | | | | | |
| 80 Debt Service | | | | | | | |
| 810 Debt Service-Bonds | | | | | | | |
| 38081000 53400 2005 Bond Princpl | 32,558 | 0 | 32,558 | .00 | .00 | 32,558.00 | .0% |
| 38081000 53401 2006 Bond Princpl | 36,000 | 0 | 36,000 | .00 | .00 | 36,000.00 | .0% |
| 38081000 53403 2010 Bond Princpl | 53,040 | 0 | 53,040 | .00 | .00 | 53,040.00 | .0% |
| 38081000 53404 2011 Bond Princpl | 27,000 | 0 | 27,000 | .00 | .00 | 27,000.00 | .0% |
| 38081000 53405 2014 OECB Princpl | 40,909 | 0 | 40,909 | .00 | .00 | 40,909.00 | .0% |
| 38081000 53406 2017 Bond Princpl | 150,000 | 0 | 150,000 | .00 | .00 | 150,000.00 | .0% |
| 38081000 53601 2006 Bond Intere | 324 | 0 | 324 | .00 | .00 | 324.00 | .0% |
| 38081000 53603 2010 Bond Intere | 16,816 | 0 | 16,816 | .00 | .00 | 16,816.00 | .0% |
| 38081000 53604 2011 Bond Intere | 203 | 0 | 203 | .00 | .00 | 203.00 | .0% |
| 38081000 53605 2014 OECB Intere | 16,517 | 0 | 16,517 | .00 | .00 | 16,517.00 | .0% |
| 38081000 53607 2017 Bond Intere | 24,982 | 0 | 24,982 | .00 | .00 | 24,982.00 | .0% |
| 38081000 53609 2020 Bond Intere | 20,755 | 0 | 20,755 | .00 | .00 | 20,755.00 | .0% |
| TOTAL Debt Service | 419,104 | 0 | 419,104 | .00 | .00 | 419,104.00 | .0% |
| TOTAL EXPENSES | 419,104 | 0 | 419,104 | .00 | .00 | 419,104.00 | |
| 4000 Capital Projects | | | | | | | |
| 90 All Other | | | | | | | |
| 000 Undefined | | | | | | | |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| 4000 | Capital Projects | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|-----------|-------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 490000000 | 53608 Pinewood Road Ex | 0 | 0 | 0 | 137,739.02 | .00 | -137,739.02 | 100.0% |
| | TOTAL Capital Projects | 0 | 0 | 0 | 137,739.02 | .00 | -137,739.02 | 100.0% |
| | TOTAL EXPENSES | 0 | 0 | 0 | 137,739.02 | .00 | -137,739.02 | |
| 6000 | Sewer Fund | | | | | | | |
| 50 | Public Works | | | | | | | |
| 525 | Treatment Plant | | | | | | | |
| 65052500 | 29802 Sewer Carry Form | 0 | 0 | 0 | 62,500.00 | 42,500.00 | -105,000.00 | 100.0% |
| 65052500 | 50102 Department Head | 86,062 | 0 | 86,062 | 9,930.19 | .00 | 76,131.81 | 11.5% |
| 65052500 | 50104 Non-Supervisory | 196,301 | 0 | 196,301 | 22,471.63 | .00 | 173,829.37 | 11.4% |
| 65052500 | 50107 Admin Wages | 17,449 | 0 | 17,449 | .00 | .00 | 17,449.00 | 0.0% |
| 65052500 | 50140 Overtime wages | 22,500 | 0 | 22,500 | 2,189.09 | .00 | 20,310.91 | 9.7% |
| 65052500 | 50202 Workers compensa | 16,987 | 0 | 16,987 | .00 | .00 | 16,987.00 | 0.0% |
| 65052500 | 50210 Maine State Refi | 30,582 | 0 | 30,582 | 2,410.55 | .00 | 28,171.45 | 7.9% |
| 65052500 | 50215 Admin Benefits | 7,913 | 0 | 7,913 | .00 | .00 | 7,913.00 | 0.0% |
| 65052500 | 50220 Health Insurance | 86,945 | 0 | 86,945 | 7,907.12 | .00 | 79,037.88 | 9.1% |
| 65052500 | 50221 HRA Costs | 3,723 | 0 | 3,723 | 197.65 | .00 | 3,525.35 | 5.3% |
| 65052500 | 50230 FICA taxes | 23,322 | 0 | 23,322 | 2,533.84 | .00 | 20,788.16 | 10.9% |
| 65052500 | 50240 Medical testing | 250 | 0 | 250 | .00 | .00 | 250.00 | 0.0% |
| 65052500 | 50301 Office supplies | 2,500 | 0 | 2,500 | 523.35 | .00 | 1,976.65 | 20.9% |
| 65052500 | 50303 Other Supplies | 37,000 | 0 | 37,000 | 4,847.50 | 132.66 | 32,019.84 | 13.5% |
| 65052500 | 50306 Postage | 8,500 | 0 | 8,500 | 78.30 | .00 | 8,421.70 | 9.9% |
| 65052500 | 50307 Advertising | 300 | 0 | 300 | 180.00 | 142.47 | -22.47 | 107.5% |
| 65052500 | 50330 Drug Testing | 400 | 0 | 400 | .00 | .00 | 400.00 | 0.0% |
| 65052500 | 50331 Small Tools | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | 0.0% |
| 65052500 | 50351 Clothing/Boot Al | 4,250 | 0 | 4,250 | 340.57 | 499.00 | 3,410.43 | 19.8% |
| 65052500 | 50352 Cell Phone allow | 2,564 | 0 | 2,564 | 211.54 | .00 | 2,352.46 | 8.3% |
| 65052500 | 50375 Gas | 3,350 | 0 | 3,350 | .00 | .00 | 3,350.00 | 0.0% |
| 65052500 | 50377 Diesel | 2,300 | 0 | 2,300 | .00 | .00 | 2,300.00 | 0.0% |
| 65052500 | 50401 Professional emp | 3,000 | 0 | 3,000 | .00 | .00 | 3,000.00 | 0.0% |
| 65052500 | 50413 Mileage/Travel R | 300 | 0 | 300 | .00 | .00 | 300.00 | 0.0% |
| 65052500 | 50430 Filing fees/lice | 1,600 | 0 | 1,600 | 1,081.86 | .00 | 518.14 | 67.6% |
| 65052500 | 50450 Legal expense | 1,000 | 0 | 1,000 | .00 | .00 | 1,000.00 | 0.0% |
| 65052500 | 50452 Audit services | 2,550 | 0 | 2,550 | .00 | .00 | 2,550.00 | 0.0% |
| 65052500 | 50455 Professional Serv | 10,000 | 0 | 10,000 | .00 | .00 | 10,000.00 | 0.0% |

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Town of Lisbon
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 02

| 6000 | Sewer Fund | ORIGINAL APPROP | TRANSFRS/ ADJUSTMTS | REVISED BUDGET | YTD EXPENDED | ENCUMBRANCES | AVAILABLE BUDGET | PCT USED |
|------------------|-------------------------|--------------------|------------------------|-------------------|--------------|--------------|---------------------|-------------|
| 65052500 | 50483 Security System | 1,600 | 0 | 1,600 | 137.79 | .00 | 1,462.21 | 8.6% |
| 65052500 | 50510 Electricity | 99,000 | 0 | 99,000 | 85.79 | .00 | 98,914.21 | .1% |
| 65052500 | 50511 Water usage fees | 13,500 | 0 | 13,500 | .00 | .00 | 13,500.00 | .0% |
| 65052500 | 50512 Telephone | 1,920 | 0 | 1,920 | 39.70 | .00 | 1,880.30 | 2.1% |
| 65052500 | 50514 Heating Fuel | 7,000 | 0 | 7,000 | .00 | .00 | 7,000.00 | .0% |
| 65052500 | 50530 Software and Ser | 15,000 | 0 | 15,000 | .00 | .00 | 15,000.00 | .0% |
| 65052500 | 50539 Rm: Catch Basin | 72,000 | 0 | 72,000 | 4,232.65 | .00 | 3,267.35 | 56.4% |
| 65052500 | 50546 R & M: SEWER | 10,000 | 0 | 10,000 | 2,649.46 | .00 | 69,350.54 | 3.7% |
| 65052500 | 50550 Meter Read | 83,000 | 0 | 83,000 | .00 | .00 | 10,000.00 | .0% |
| 65052500 | 50555 Sludge Disposal | 1,700 | 0 | 1,700 | 267.59 | .00 | 1,432.41 | 15.7% |
| 65052500 | 50556 Trash Removal | 10,000 | 0 | 10,000 | .00 | .00 | 10,000.00 | .0% |
| 65052500 | 50557 CCTV & Cleaning | 2,752 | 0 | 2,752 | 200.00 | .00 | 2,552.00 | 7.3% |
| 65052500 | 50601 General Liabilit | 1,107 | 0 | 1,107 | .00 | .00 | 1,107.00 | .0% |
| 65052500 | 50602 Vehicle Insuranc | 9,273 | 0 | 9,273 | .00 | .00 | 9,273.00 | .0% |
| 65052500 | 50604 Property Insuran | 130,000 | 0 | 130,000 | .00 | .00 | 130,000.00 | .0% |
| 65052500 | 50750 Improvements, oth | 2,200 | 0 | 2,200 | .00 | .00 | 2,200.00 | .0% |
| 65052500 | 50806 Bond Administrat | 37,313 | 0 | 37,313 | .00 | .00 | 37,313.00 | .0% |
| 65052500 | 53307 Vector Lease | 17,500 | 0 | 17,500 | .00 | .00 | 17,500.00 | .0% |
| 65052500 | 53400 2004 FR Bond Pri | 25,000 | 0 | 25,000 | .00 | .00 | 25,000.00 | .0% |
| 65052500 | 53401 2005 FR Bond Pri | 15,909 | 0 | 15,909 | .00 | .00 | 15,909.00 | .0% |
| 65052500 | 53405 2014 OECB Princi | 2,011 | 0 | 2,011 | .00 | .00 | 2,011.00 | .0% |
| 65052500 | 53600 2004 FR Bond Int | 3,315 | 0 | 3,315 | .00 | .00 | 3,315.00 | .0% |
| 65052500 | 53601 2005 FR Bond Int | 6,423 | 0 | 6,423 | .00 | .00 | 6,423.00 | .0% |
| 65052500 | 53605 2014 OECB Intere | 43,904 | 0 | 43,904 | .00 | .00 | 43,904.00 | .0% |
| 65052500 | 53610 Interim Financi | 1,193,575 | 0 | 1,193,575 | 125,016.17 | 43,274.13 | 1,025,284.70 | 14.1% |
| TOTAL Sewer Fund | | | | | | | | |
| TOTAL EXPENSES | | 1,193,575 | 0 | 1,193,575 | 125,016.17 | 43,274.13 | 1,025,284.70 | |
| GRAND TOTAL | | 18,443,685 | 0 | 18,443,685 | 1,493,995.38 | 831,957.34 | 16,117,732.28 | 12.6% |

** END OF REPORT - Generated by Kayla Tierney **



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Lisbon Town Council

Department Monthly Report: July 2020

In the month of July, the Fire Department responded to 36 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns). The Department responded to 9 requests for the Fire Department First Responders. Out of the 9 requested, we were canceled 1 time. The Department responded to 1 request to assist Lisbon Emergency this past month.



In the month of July we responded to 2 requests for mutual aid. Both were to assist the Town of Durham. One was for a reported fire on the Brown Rd and the other was to assist with an incident along the Androscoggin River.

The month of July was a steady month with a variety of different types of calls. Some of the incidents the department handled were:

A motor vehicle accident on Rt. 196 where firefighters used the hydraulic rescue tools to assist in removing an injured occupant.

Extricated a home owner from her deck after she fell through, getting stuck. Once the home owner was removed crews assisted with patching the hole in the deck until actual repairs could be made.

The Fire Department responded to a garage fire that was ruled incendiary (or arson). This fire is still under investigation by the State Fire Marshal's Office.



The Fire Department conducted vehicle fire training this past month. Vehicle fires bring their own unique challenges and dangers. Firefighters also trained on different techniques on gaining access to different parts of the vehicles when the traditional methods don't work.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



Month of June incident type break down.

| Incident Type | Occurrences |
|--|-------------|
| Building Fire | 1 |
| Outside equipment fire | 1 |
| Medical assist, assist EMS crew | 1 |
| EMS Call, excluding vehicle accident with injuries | 8 |
| Extrication, rescue, other | 1 |
| Extrication of victim(s) from building/structure | 1 |
| Extrication of victim(s) from vehicle | 1 |
| Removal of victim(s) from stalled elevator | 1 |
| Carbon monoxide incident | 1 |
| Power line down | 1 |
| Vehicle accident, general cleanup | 2 |
| Water problem, other | 2 |
| Assist police or other governmental agency | 2 |
| Cover assignment, standby, moveup | 1 |
| Good intent call, other | 2 |
| Dispatched, canceled en route | 1 |
| Steam, vapor, fog, or dust thought to be smoke | 1 |
| HazMat release investigation w/no HazMat | 1 |
| False alarm or false call, other | 1 |
| Sprinkler activation due to malfunction | 1 |
| Smoke detector activation due to malfunction | 2 |
| Alarm system sounded due to malfunction | 1 |
| CO detector activation due to malfunction | 1 |
| Detector activation, no fire – unintentional | 1 |
| Total: | 36 |

Respectfully submitted

A handwritten signature in black ink, appearing to read "Nathan LeClair".

Nathan LeClair

Fire Chief

LIBRARY DEPARTMENT
July 2020 Monthly Report

| | | | |
|------------------|-----|---------------------------------------|--------------|
| Adult Books | 924 | New Patrons | 32 |
| Adult DVD's | 163 | Cloud Library E-Books | 114 |
| Juvenile Books | 882 | Cloud Library Audio Books | 83 |
| Juvenile DVD's | 53 | Cloud Library Users | 43 |
| Adult Audio Bks | 59 | Inter Library Loan Outgoing | 83 |
| Juv Audio Bks | 21 | Inter Library Loan for Lisbon Patrons | 24 |
| Paperbacks | 42 | Patron Fax Services | 12 (approx.) |
| Patron Computers | 48 | Patron photocopy Serv. | 39 (approx.) |

General Report:

The Library Department continued to move forward with services in the month of July. The Maine State Library reinstated the Inter Library Loan Services on a limited basis. We began to offer patron computer services and continued the successful on-line summer reading program.

Reintroduced Patron Services in July:

I wanted to give the Town Councilors and Town Manager a snapshot of the services our library reintroduced in the month of July as we received direction from the Maine State Library. The service with the most impact to our patrons was the reinstatement of the statewide but limited Inter Library Loan Service. Our patrons ordered and received 24 items from other Maine libraries while we sent 83 of our items to area libraries. The service is limited to the libraries that are open for business. It is also limited by the van delivery system who continue to try to get materials back to libraries that had been left in their warehouse since the statewide shutdown in March.

Our library also began to offer the public computer use service in July. 48 patrons and Lisbon residents were happy to have a place in Lisbon to use a computer for their needs that seem to be ongoing throughout these difficult times. We limit the time to half hour periods of time to ensure availability to all. We are down to two public computers to ensure the mandated social distancing rule.

We have never reported on the library's fax and photocopy service in the past but I felt it was important Councilors an idea of the need and convenience of these services in our community. Approximately 12 residents came in to fax a variety of important documents while approximately 39 Lisbon citizens were happy to have a local source for their photocopying needs. I am happy the library can provide these services to the Lisbon community at this time.

Our on-line "Happy 200th Birthday Maine" Summer Reading Program was popular with Lisbon families throughout the month of July. The children continued to visit the library to pick up their weekly craft or science project bag and checked out 882 books last month. Children's Librarian, Bill Meakin will compile

a final report when the program ends on August 8, 2020. I will include that report with next month's Town Council report for your review.

Building/Garden Update:

Families continue to visit the garden for a quiet and safe place to visit. The Parks Department continues to keep the lawn area mowed and clean. We have not received an update/opinion on the repair needs for the garden waterfall yet. I will keep the Board and Town Manager informed in this matter.

The Parks Department staff removed two trees in the garden at the top of the little hill between the library and fire station buildings. The branches were sitting on both roofs and several branches were very close to the backroom window. Since the fire station is preparing for roof work, it seemed like the right time to take care of those trees. It has made a tremendous difference in the sunlight in the library's backroom.

Respectfully submitted,
Diane Nadeau
Library Director



TOWN OF LISBON

Mark Stevens
Lisbon Parks & Recreation Director
18 School Street
Lisbon Falls, ME 04250
(207) 353-2289
mstevens@lisbonme.org

TO: Diane Barnes; Town Manager

SUBJECT: Monthly Report, July 2020

DATE: August 5, 2019

Our Summer Rec Camps have been an incredible positive testament to what we can accomplish in a tough situation. Our training was top notch this year and our staff really stepped up to the plate with all of the CDC guidelines. We offered less trips this year because of the transportation concerns starting off.



To make things more interesting we invited the Maine Crime Lab and State Police to come and demonstrate all they do to catch criminals. We also had Mr. Drew's Animals come and display many of his exotic animals to our camps.



Our Senior meals were back in service as curbside pickup in July. A twist was added by feeding some deserts and snacks to our day camps. Including pudding, ice cream Sundays and more!

Jordan and our park team spent many hours working down at Moxie Plaza making sure the tables and tents were put up properly and safely. Some thought had to be put in to make sure the tents didn't fly off with the first gust of wind.

We are holding our football and field hockey day camps during the months of July and August.





Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Marc R. Hagan
Chief of Police

Report to Council
August 2020
Police Department

In the month of July the police department received 1,400 requests for police assistance. There were a total of 73 investigations, and 25 people were arrested or charged with criminal violations. There were a total of 16 motor vehicle crashes, and 107 motor vehicle stops occurred during directed traffic enforcement details.

July was noted by nearly all personnel and residents as “different” this year as the 4th of July holiday passed without fanfare, and the lack of a Moxie Days festival. Many residents attempted to make up for the loss of traditional commercial fireworks displays in July by hosting their own personal “displays”. Many residents followed Lisbon town ordinance protocol, however many more did not. The department responded to nearly 30 fireworks complaints throughout the month of July this year. No citations were issued however as the persons in question were either gone prior to officer arrival, or education and warnings were used as the preferred method of addressing violations.

In July the police department learned that our Federal Grant request through the 2020 Coronavirus Emergency Supplement Funding Grant has been approved. Council may recall that the police department applied for the non-matching funds grant in May. The police department will use the funding to purchase “Personal Protective Kits” that will protect our officers in any environment that we may encounter during the course of their duties. The kits are designed for law enforcement use, include: protective masks with filters, a protective suit that can be worn on the outside of our officers uniform, rubber boots, and gloves. The grant will cover the total cost of the suits will be funding requested would be \$7,559.10.

July also witnessed the blockage of Main Street, at its’ intersection with Route 196, for outdoor seating purposes due to COVID-19 restrictions. Detours have been set up to reroute traffic down other streets in Town, Summer Street and School Street in particular, during this time period. Lisbon officers have also dedicated additional time to directed patrols in these areas, to monitor and ensure the safe operation of motor vehicles due to the additional traffic.

Thank you.
Marc R. Hagan
Chief of Police

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER

FROM: RANDY CYR

SUBJECT: JULY 2020, MONTHLY REPORT

DATE: AUGUST 05, 2020

Public Works – In the month of July, Investigated and actioned on resident and dispatch calls for potholes, ditching, drainage and washouts on various streets as well as policing up trash. Changed out culvert on Bisbee Street. Installed new Ballot Box at the Town Office and transported voting material to high school. Stock Piled loads of gravel at PW lot. Cut brush where needed. Brought Bike rack to library. Worked on Worumbo Mill lot. Cleaned out basins. Pushed reclaim at Lisbon Community School. Install curbing and backfilled on Alora St. Set up Main St project for Brett, consisting of signs, tents, fencing, and tables. Took Spinners and Shoots off truck. Assisted Transfer Station with 1x employee for operations due to staffing. Received and installed signs for Main St Project with Brett.

Mechanic continued working on vehicles/equipment to ensure inspections were completed and safe for operation.

Continue to ensure all employees are briefed on mitigation/safety measures sent down from Management regarding COVID-19.

Transfer Station - Below is a summary of the items shipped during the past month.

NO TOTALS SENT THIS MONTH AS MARCEL ON VACATION

Item

Tonnage

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER
FROM: STEVE AIEVOLI
SUBJECT: JULY 2020 MONTHLY REPORT
DATE: AUGUST 4, 2020

Below is a summary of the activities beyond the typical sewer system and treatment plant maintenance completed this month.

- Raised manholes on the roads that Public Works is paving
- Installed riser rings on 14 manholes in the Public Works paving roads
- Raised manholes in the Rt. 196 paving project area.
- Repaired a 12" force main break at the intersection of Davis Street and Rt. 196
- Assisted PW on Main Street by cleaning two basins and the drain pipe in between them
- Both Anthony Soucy and Tom Webster each took a week off this month

Please contact me if you have any questions.

DEPARTMENTAL STATUS REPORT
TOWN CLERK & ELECTION OFFICE - TWILA LYCETTE, CMC
AUGUST 2020

TOWN CLERK:

1. Council minutes were transcribed & distributed.
2. The new codebook updates have been received, and distributed. We replaced pages in the Codes Office, Town Manager's Office, and Finance Department.
3. Process vital records requests, issued several marriage licenses. Performed a couple marriage ceremonies onsite. Balanced year-end online vital requests. Sent state funds to Augusta with monthly report.
4. We sent the state dog report and funds to the state.
5. Renewal Oaths were sent to Police Department; mostly completed.
6. We processed a few Certificates of Business.
7. We sent the Council meeting videos for online storage to Clerkbase.
8. I prepared a list of Election Workers to call for the November 3, 2020 Election. I sent the facilities request form to reserve the LHS gym to Kelly Byras. I'm researching how to purchase more sneeze guards for other tables, etc.
9. Voter registration cards have all been entered into the computer from the July 14 State Primary/School Election. Weekly voter registration cards are still coming in.
10. Nomination papers were created for November vacancies and positions posted on Great Falls, Bulletin Board, and Website.
11. Warrant and bond order information arrived, will forward to ES&S on August 12 after Council approval.
12. Election supply boxes were cleaned out getting ready for November.
13. Petitions were certified and address changes were followed up in CVR.
14. Express Vote and DS200 will be cleaned and prepared for the November Election.
15. Primary Election Results were sent to Augusta and voter history has been updated.