



AGENDA
COUNCIL MEETING
NOVEMBER 10, 2020
LISBON TOWN OFFICE
WORKSHOP 6:00 PM
MEETING 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 Ward
Town Clerk reading of meeting rules
3. WORKSHOP
 A. UPDATE ON DEPARTMENT GOALS
4. EXECUTIVE SESSION
 2020-191B ORDER – Per 1 MRSA Section 405 6 (A) Personnel Matters
5. GOOD NEWS AND RECOGNITION
6. PUBLIC HEARINGS
7. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
8. CONSENT AGENDA
 2020-191C ORDER –
 - A. Municipal Accounts Payable Warrants – \$ 369,183.85
 - B. Municipal Payroll Warrants – \$ 132,119.87
 - C. School Accounts Payable Warrants – \$ 553,122.06
 - D. School Payroll Warrants – \$ 1,170,294.23
 - E. Minutes of October 20, 2020
 - F. Road Name Request- Backwoods Lane, a new drive between 280 & 282 Ferry Road
 - G. Bowdoin Animal Control Contract Renewal
 - H. Sabattus Animal Control Contract Renewal
 - I. Set Public Hearing for Junkyards on December 8 for Campbell's Used Auto Parts and Huston's Auto salvage
 - J. Ratify the November 3, 2020 Election Results
 - K. Annual PSAP Agreement
9. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
 2020-192 ORDER – Solicit Bids for PW One Ton Dumping Rack Body Truck
 2020-193 ORDER – Single Stream Recycling Contract
 2020-194 ORDER – 2020 Assistance to Firefighters Grant
10. 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)
 9. Finance Committee (Councilor Ward)
 - B. Town Manager's Report
 - C. Department Head Reports
11. APPOINTMENTS
 2020-195 ORDER – Appeals Board Member
 2020-196 ORDER – Confirm Police Chief Appointment
12. COUNCIL COMMUNICATIONS
13. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
14. EXECUTIVE SESSION (*See Above*)
15. ADJOURNMENT
 2020-197 ORDER – Adjournment

**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

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: November 10, 2020

Consent Agenda Items 2020-191 A to K Annual PSAP Agreement

E. Annual PSAP Agreement: The Town of Lisbon contracts with the Androscoggin County Sheriff's Office for the provision of Public Safety Answering Point (PSAP) services. The County under this agreement shall answer emergency and non-emergency calls for service.

This contract is based on a per capita fee using a population taken from the 2010 US Census. Said Fees for FY 21 are as follows:

	Population	Cost Per Capita	Total
PSAP	9009	\$2.43	\$21,891.87
Police		\$6.83	\$0
Fire/EMS		\$2.92	\$0

This represents an increase of \$1,080.87 over the current fiscal year.

Recommendation

Approve and authorize the Town Manager to sign the agreement with Androscoggin County for PSAP services.

Agenda Item 2020 - 192 Solicit Bids for PW One Ton Dumping Rack Body Truck

The Public Works Director is requesting permission to get solicit bids for the purchase of a new one Ton 4x4 rack body dump truck with a plow, to replace the 1 ton truck rack body dump truck with a plow that is no longer in of service due to a blown motor and frame damage. This truck was a 2004 and was due to be replaced this year 2020. This request was in the Public Works original budget and I removed it and put it on a list for Council to consider to fund from unassigned fund balance. This truck has an assigned plow route and PW will be using the only spare truck they have to fill its spot leaving no room for breakdowns. Estimated cost of approximately \$55,000.00.

Recommendation

Authorize the Town Manager and Public Works Director to solicit bids for a new One Ton Dumping Rack Body Truck.

**Agenda Item 2020 – 193
Single Stream Recycling Contract**

The Town of Lisbon's contract through Casella for our Single Stream Recycling expired on June 30, 2020. The new contract will reflect an increase in the hauling rate from \$150.00 to \$245.00 per haul. The reason for the increase is due to the rising costs of truckers/haulers fees and extra employees needed to clean and separate recycled goods. Casella has not raised the hauling rate for several years. We addressed this with them and felt that if they had imposed yearly incremental increases, then we would not be seeing such a large increase in one year.

This economic change to the recycling market has not only effected Lisbon, but is stretched throughout the State of Maine, the East Coast, and across the U.S. Most municipalities with Solid Waste facilities are trying to find ways to save money. However, there are very few options in recycling since this is a worldwide issue.

We have conducted our due diligence by researching other haulers, vendors and container companies to see if we can beat or match Casella's price increase. However, given the information below and the research conducted, we highly recommend the Town of Lisbon accept the Casella contract.

Recommendation

Approve and authorize the Town Manager to sign a 3-year contract with Casella beginning November 1, 2020.

**Agenda Item 2020 – 194
Assistance to Firefighters Grant**

"The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Round 2 (AFG-S 2) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazard"

The objectives of the AFG-S 2 program are to provide critically needed resources that equip personnel to respond to the COVID-19 public health emergency and support community resilience.

The AFG is a matching grant. Communities with population of less than 20,000 have a 5% match. The Town's match will be funded through the PPE account in the Fire budget if it does not qualify under FEMA's Public Assistance Program.

The Fire Chief's goal is to obtain additional personal protective equipment (respiratory) to protect firefighters while responding to calls with potential COVID-19 exposures, such as medical and medical assist calls.

Recommendation

Authorize the Town Manager and Fire Chief to submit the grant to AFG and accept the funds if Lisbon is awarded the grant.

Agenda Date: 11-10-2020

Date	Brenda Martin	Municipal Accts Payable
10/21/2020	212020	\$ 7,868.87
10/28/2020	10282020	\$ 8,455.77
11/3/2020	1132020	\$ 338,052.07
11/6/2020	11042020	\$ 14,807.14
		<u>\$ 369,183.85</u>

Date	Megan Lavigne	Municipal Payroll Warrants
11/3/2020	201105	\$ 118,795.53
11/3/2020	2011W1	\$ 13,324.34
		<u>\$ 132,119.87</u>

Date	Louise Levesque	School Accts Payable
10/30/2020	2109	\$ 553,122.06

Date	Eva Huston	School Payroll Warrants
10/29/2020	22	\$ 501.97
10/29/2020	42	\$ 12,722.55
10/29/2020	1041	\$ 353,252.77
11/5/2020	1043	\$ 12,342.16
11/5/2020	1044	\$ 112.80
11/13/2020	24	\$ 4,718.49
11/13/2020	1045	\$ 261,390.09
11/13/2020	1046	\$ 144,924.93
11/13/2020	1047	\$ 367,575.10
11/13/2020	1048	\$ 12,753.37
		<u>\$ 1,170,294.23</u>



TOWN COUNCIL MEETING MINUTES OCTOBER 20, 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 & Community Development Director; and approximately two citizens in the audience.

GOOD NEWS & RECOGNITION

Mrs. Barnes said the new electronic sign has been installed out front at Town Hall. It looks very nice. Our messages are getting out to the public much better and with pictures. Councilor Ward recommended we include election messages. The Town Clerk indicated three or four election messages have been circulating for this upcoming election. Councilor Ward commended Mr. Richardson for obtaining the grant and getting this work done.

The Town Clerk said the good news is that our office is ready to open the doors at Town Hall this Saturday from 9AM to 5PM to residents for in-person absentee voting. Absentee voting is still going on during regular business hours from 8:30 a.m. to 4:00 p.m. through the week; however, for those who cannot get into the office during the week our office will be available on Saturday. Councilor Ward indicated the Council briefly mentioned collaborating with the Clerk's office to offer this at their last meeting and that he was glad to hear we are doing this.

PUBLIC HEARINGS

A. VICTUALER'S LICENSE AND ITINERANT VENDOR PERMIT FOR NICOLE CLAVET D/B/A CRUZIN SLICE, LLC

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

B. 2020 CDBG HOUSING GRANT

The Chairman opened the public hearing. Andrew Alpmaier from Realty Resources, the developer of Farwell Mill Apartments, reported he was looking into obtaining funds to rehab the carriage house, first floor commercial space into 14 additional units, and using historical credits to upgrade windows and do some brick work. He mentioned only half of the units currently are affordable housing units, but after the work is completed all of the units will be considered affordable housing units renting from \$600 for smaller units to \$1,000 for larger units. He indicated they had been working on this grant application to Maine Housing for a couple of years now. He said he was glad to have Mr. Richardson's help with it. The work will be conducted in compliance with historic preservation and environmental requirements. Construction and a timeline will be ready, hopefully, by the end of the year. Maine Housing is currently going through their review process.

Mr. Alpmaier reported they were motivated by the need to maintain the brickwork and roof, and the need to expand creating more units, and turning the carriage house into a common community room would make the facility better for the tenants and future tenants. The project refers to Farwell Phase-1 and Farwell Phase-2.

Councilor Fellows asked how many units there were right now. Mr. Alpmaier said approximately 76, but when completed should add 25 1-bedroom units, 15 2-bedroom units, and 4 3-bedroom units, bringing the new total to

96 units. Councilor Ward said the Town of Lisbon is happy to assist Realty Resources and that he was pleased to hear they have agreed to tie in the old financing, into the new financing, paying off the current balance of \$200,800.00 that they owe the town.

Mr. Alpmaier said the renovations would make the buildings look much better and be much better for the tenants too. Councilor Ward said he applauded their efforts. The Chairman closed the public hearing.

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS - NONE CONSENT AGENDA

VOTE (2020-184) Councilor Larochelle, seconded by Councilor Kolbe moved to approve the following consent agenda items:

- A. Municipal Accounts Payable – \$ 177,515.71
- B. Municipal Payroll Warrants – \$142,217.32
- C. School Accounts Payable – \$ 299,458.31
- D. School Payroll Warrants – \$ 379,163.86
- E. The Minutes of October 6, 2020
- F. Victualer License & an Itinerant Vendor Permit for Nicole Clavet d/b/a Cruzin Slice LLC,
- G. Seniors Plus Annual Service Agreement - Approving the Town Manager to sign the MOU between Seniors Plus and the Town of Lisbon as presented, and
- H. To Set additional Absentee Processing Times – by adopting the Addendum in the packet to Nov 3, 2020's Election Warrant

Order passed - Vote 7-0.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

FAÇADE GRANT – 14 MAIN STREET

INTRODUCTION: In June 2020, the State of Maine's Office of Community Development (OCD) awarded the Town of Lisbon a \$100,000 grant to administer a business façade grant program. The purpose of Lisbon's façade grant program is to provide matching funds to local property and business owners to make visual improvement to the exterior of commercial buildings in Lisbon village areas and Route 196 Corridor. Lisbon's Business Façade Program helps improve the overall visual character of the community to support revitalization and attract additional investment.

In developing the grant application to OCD, Town staff reached out to local property and business owners to solicit façade projects to include in the grant application. Successful applications to OCD for CDBG funding must reference "shovel-ready" projects. The owners of 14 Main Street in Lisbon Falls submitted just such a "shovel-ready" façade project for inclusion in the Town's application in February 2020 that will positively benefit the visual appearance and character of Main Street generally.

Town staff have recently completed OCD's required project development process. A contract between OCD and the Town will be executed in the coming weeks to enable project activities to commence. Following the project development and contracting phases, Lisbon will receive the grant funds from OCD to support the implementation of individual façade grant projects.

The proposed façade project at 14 Main Street, the location of Eastcraft, includes brickwork and window and trim improvements, totaling approximately \$30,000. The proposed façade improvements at 14 Main Street are consistent with Lisbon's Business Façade Program and OCD's CDBG funding guidelines: 1) The project will enhance the visual character of the Lisbon Falls village as viewed from both Main Street and Route 196; 2) The project is located in Lisbon's designated Slum & Blight Area; 2) The owners of 14 Main Street have committed to provide the 1:1 matching funds to complete the project; 3) Appropriate historic preservation and environmental reviews have been completed for the project resulting in no restrictions for the proposed scope of work; and 4) The Project was approved by Lisbon's CDBG Citizen Advisory Committee on October 14, 2020.

Mr. Richardson reported Eastcraft is a great project and one of our best businesses in town. The façade definitely needs the work and the owner is committed to put up the matching funds needed. He said the CDBG Advisory Committee approved the project at their last meeting.

VOTE (2020-185) Councilor Larochelle, seconded by Councilors Albert, Fellows, and Kolbe moved to approve the Façade Grant in the amount of \$15,000 for 14 Main Street, Lisbon Falls. **Order passed - Vote 7-0.**

2020 CDBG HOUSING GRANT RESOLUTIONS

VOTE (2020-186) Councilor Albert, seconded by Councilor Larochelle made a motion to move this item to a future agenda. **Order passed - Vote 7-0.**

AUTHORIZATION TO APPLY FOR MUNICIPAL STREAM CROSSING GRANT (BURROUGH ROAD)

INTRODUCTION: Mr. Cyr reported the Maine Department of Transportation completed their inspection of the corrugated metal pipe arch culvert, which serves as a bridge on Burrough Road and notified the town it needs repairing. In correspondence dated August 10, 2020, Calderwood Engineering provided a preliminary cost estimate for replacement of the pipe arch at an estimated cost of \$395,000. They also provided an option of rehabilitation of the existing structure by pouring concrete around the lower damaged pipe arch to restore the structural integrity of the bridge. The estimated cost of this option is \$210,000. We recommend pursuing the repair option as Olver Associates has successfully implemented a similar design without issue saving significant costs.

Mr. Cyr said the Maine Department of Environmental Protection offers grants for Stream Crossing Public Infrastructure Improvements. The grants are a 50-50 matching grant, so if the town were successful in obtaining the grant, the state would provide \$105,000 while the town would need to provide the matching \$105,000. The maximum grant available per project is \$125,000. The grant applications are due on November 16. The cost for Olver Associates to prepare the grant would be \$75 per hour based on their ongoing general engineering service contract with the town. The time involved in preparing the grant is estimated to be less than 20 hours.

Mr. Cyr said the State of Maine Department of Marine Resources would be providing a letter of support for this grant application. He mentioned the town was also reaching out to Inland Fisheries and Wildlife to also provide a letter of support. He said this has to be done sooner rather than later. Pictures show it has deteriorated and the guardrails are only hanging on by two U-bolts.

COUNCILOR COMMENTS: Councilor Larochelle asked if the town could reach out to Bowdoin for some help with this project since the majority of its users going over that bridge are Bowdoin residents and Bowdoin taxpayers. This bridge is the only access they have to those homes. It is unusual that Lisbon would have to pay all of the repair work when Bowdoin taxes the majority of those users.

Mrs. Barnes indicated if Lisbon knows by December it has been awarded the grant, then work could begin as early as next spring.

VOTE (2020-187) Councilor Larochelle, seconded by Councilor Fellows moved to authorize the Town Manager to submit a grant to MDEP for Stream Crossing Public Infrastructure Improvements. **Order passed - Vote 7-0.**

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert said he had nothing to report.

2. Planning: Councilor Fellows mentioned the Planning Board has a solar application to review on Thursday for a location off Main Street.

- 3.LDC: Councilor Larochelle said these meetings are taking place by zoom. A lot of discussion has been happening.
- 4.Conservation Commission: Councilor Ward reported Mr. Main has been working with the Mr. Stevens on the harvesting plan and what these funds will be earmarked for.
- 5.Recreation: Councilor Albert said he had nothing to report.
- 6.County Budget: Councilor Ward reported the public hearing is tomorrow night.
- 7.Library: Councilor Lunt said he had nothing to report.
8. Water Commission: Councilor Fellows said the Water Department Manager wants to work with the town on their paving schedule to coordinate their water projects to save money. He said they ordered a yard hydrant for Gazebo Park to be the William Bauer Memorial.
9. Finance Committee: Councilor Ward said the Finance Committee has scheduled their first meeting with Mrs. Tierney and Mrs. Barnes for October 27 at 6:00 pm at Town Hall.

B. TOWN MANAGER'S REPORT

Mrs. Barnes requested Council rescind the previous bid award on the Worumbo fencing project to authorize Public Works to purchase and install it.

VOTE (2020-188A) Councilor Albert, seconded by Councilor Larochelle moved to rescind the bid for the Worumbo Mill Fencing project awarded on August 11, 2020 to CSM New England in the amount of \$18,340.00 and to authorize the Town Manager and Public Works Director to purchase fencing that the Public Works Department will install. **Order passed - Vote 7-0.**

Mrs. Barnes said she consulted with the Police and Recreation Departments who felt that Halloween on Main Street was not feasible due to the COVID-19 situation this year, but maybe next year.

C. DEPARTMENT HEAD REPORTS

Councilor Albert reported the Moxie Plaza extension to the end of November might not work with the colder weather moving in faster than expected and recommended the Council close Moxie Plaza at the end of October reopening the street on November 2. Both Flux and Franks wanted to use the outside tables the last Saturday night in October. Councilor Albert asked the Economic Development Director to notify the other businesses of this reopening date. He said it is time to bring this event to a close.

VOTE (2020-188B) Councilor Larochelle, seconded by Councilor Fellows moved to close Moxie Plaza and reopen Main Street on November 2. **Order passed - Vote 7-0.**

APPOINTMENTS

VOTE (2020-188C) Councilor Larochelle, seconded by Councilor Fellows moved to appoint Steve Chouinard a Civil Constable from Ace Security. **Order passed - Vote 7-0.**

COUNCILOR COMMUNICATIONS

Councilor Ward mentioned Police Chief Interviews start the first week in November. The Council asked Mrs. Barnes to schedule a workshop for 6:00 PM on November 10 with the Finance Committee and Department Heads to go over Department Head goals. Council Ward indicated he wanted Department Heads to briefly highlight items and/or let the Council know what has not been done due to staff shortages or COVID-19 restrictions. He said his goal was to find out where we are going to move forward and what our needs are right now.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS – NONE

**EXECUTIVE SESSION - NONE
ADJOURNMENT**

VOTE (2020-189) Councilor Larochelle, seconded by Councilor Albert moved to adjourn at 7:38 PM. **Order passed - Vote 7-0.**

Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved 11-10-2020

MEMO

TO: LISBON TOWN COUNCIL
FROM: KATHY MALLOY, ADDRESSING OFFICER
DATE: OCTOBER 20, 2020
RE: ROAD NAME REQUEST

There is a new drive off Ferry Road, located between the address ranges of 280 and 282 Ferry Road. Two lots will be using a common drive, which requires a named road. The owner of the property, Anthony Hatheway, has requested the name **Backwoods Lane**.

This road name meets E-911 standards and is in compliance with the Town's road naming ordinance sec. 46-93.

Please see attached Tax Map R07



Town Of
LISBON
Maine

Map updated to:
April 1, 2019



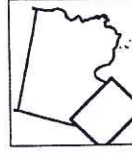
DISCLAIMER
For Assessment Purposes Only
Not For Property Conveyance

- LEGEND**
- Town Line
 - Adjacent Towns
 - Parcel
 - Streams
 - Flood Zones
 - Zoning
 - Easements
 - Adjacent Maps
 - Water
 - Road ROW

Lisbon 2019 GIS Tax Map
Revision by:



Cervus GIS Solutions



R-7

TAX MAP

SCALE: 1" = 500 Feet



SERVICE AGREEMENT
ANIMAL CONTROL

WHEREAS, the Town of Lisbon has the capacity to provide animal control services;
and

WHEREAS, the Town of Bowdoin is desirous of using Town of Lisbon resources to provide animal control services within the Town of Bowdoin;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Towns of Lisbon and Bowdoin do hereby agree as follows:

1. Purpose: Recognizing that the Town of Bowdoin has the responsibility to its citizens to provide animal control services within that municipality, it is the purpose of this Agreement to set forth the terms and conditions under which those services will be provided by the Town of Lisbon.

2. Term; Renewal: This Agreement shall be for a term of three (3) years commencing July 1, ~~2017~~2020 and running through June 30, ~~2020~~2023. This Agreement may be renewed for additional three (3) year terms by the Selectmen of Bowdoin and the Town Council of the Town of Lisbon.

3. Effective Date: The effective date of this Agreement shall be July 1, ~~2017~~2020.

4. Administration: The Town of Lisbon shall be responsible for administering animal control services during the term of this Agreement.

5. Personnel: The Town of Lisbon shall provide animal control services on an as needed basis within the Town of Bowdoin, using Lisbon personnel and equipment. Services will be provided on an independent contractor basis to the Town of Bowdoin subject to the terms and conditions of this Agreement.

6. Animal Control Activities: Animal control activities to be provided shall be, but are not limited to, generally the following:

A. To enforce all State Laws, Rules and Regulations and all municipal Ordinances with respect to each participating municipality, relating to animals and animal control.

B. To assist the citizens of each Town with sick and injured domestic animals.

C. To respond to domestic animal complaints arising in each Town.

D. To maintain records of all complaints, animal pick-ups, dispositions, fees collected, summonses, warnings, animal bites, and animals taken to the animal shelter, and such other records as may be required, for each participating municipality.

F. Transport animals to and from the animal shelter as may be necessary or directed.

- G. To rescue or aid in the rescue of trapped, wounded, sick or injured animals.
- H. To conduct public education sessions as may be required.
- I. To issue appropriate warnings or citations to animal owners and to act as each Town's representative on animal control matters within the Maine Court System, including, but not limited to, appearing as a witness.
- J. To perform such other tasks or duties relating to animals or animal control as may be assigned by the Board of Selectmen of Bowdoin and the Town Council of Lisbon.

7. Certification: The person or persons who will provide animal control services to the Town of Bowdoin will be certified as an Animal Control Officer and will maintain certification as required by applicable State and local Laws and Ordinances.

8. Financial Provision: The Town of Lisbon will develop an animal control budget to include services to be rendered to the Town of Bowdoin under the terms and conditions of this Agreement (and to include any other Towns with which the Town of Lisbon may have an Animal Control Service Agreement). The cost to provide those services to the Town of Bowdoin, including any administrative fees, shall be determined on a population and per call basis and allocated among all participating Towns accordingly, and for the fiscal year beginning July 1, ~~2017-2020~~ and running through June 30, ~~2018-2021~~, shall be ~~\$8,265.00~~ \$11,156.00. Allocations for the Town of Bowdoin for the ensuing fiscal years shall be developed by the Town of Lisbon as part of its Budget process and allocated on a population and per call basis. The Town of Bowdoin will be advised of their allocation during Lisbon's budget process.

Financial administration of all costs and expenses related to animal control will be provided by the Town of Lisbon. All billings shall be submitted to the Town of Lisbon and all payments for animal control will emanate from that Town. The Town will maintain records of disbursements and will provide records of those disbursements to the other participating municipalities as requested. Any funds remaining in the Town of Lisbon budgetary account shall be designated to be carried forward into the next budget year and shall not lapse into the Town of Lisbon's surplus account.

Should the Town of Bowdoin disagree with its allocation, it will have the opportunity to opt out of this Agreement by providing notice to the Town of Lisbon, through the Town Manager's Office, within two (2) weeks of being notified of its yearly allocation.

9. Authority: While providing services in the Town of Bowdoin, the person or persons acting as Animal Control Officer shall be responsible to the Bowdoin Board of Selectmen.

10. Termination: Either party may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipality on or before March 1st preceding the commencement of the July 1st fiscal year.

This Agreement is executed by the Selectmen or Town Council of the participating municipalities, duly authorized by action of the Town Meeting of each municipality as follows:

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE:

INHABITANTS OF THE
TOWN OF LISBON

Witness

Allen Ward

Witness

Norman Albert

Witness

Donald Fellows

Witness

Jeffrey Ganong

Witness

Kasie Kolbe

Witness

Fern Larochelle

Witness

Mark Lunt

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE:

INHABITANTS OF THE
TOWN OF BOWDOIN

Witness

Witness

Witness

Witness

Witness

SERVICE AGREEMENT
ANIMAL CONTROL

WHEREAS, the Town of Lisbon has the capacity to provide animal control services;
and

WHEREAS, the Town of Sabattus is desirous of using Town of Lisbon resources to provide animal control services within the Town of Sabattus;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Towns of Lisbon and Sabattus do hereby agree as follows:

1. Purpose: Recognizing that the Town of Sabattus has the responsibility to its citizens to provide animal control services within that municipality, it is the purpose of this Agreement to set forth the terms and conditions under which those services will be provided by the Town of Lisbon.

2. Term; Renewal: This Agreement shall be for a term of three (3) years commencing July 1, ~~2017~~2020 and running through June 30, ~~2020~~2023. This Agreement may be renewed for additional three (3) year terms by the Selectmen of Sabattus and the Town Council of the Town of Lisbon.

3. Effective Date: The effective date of this Agreement shall be July 1, ~~2017~~2020.

4. Administration: The Town of Lisbon shall be responsible for administering animal control services during the term of this Agreement.

5. Personnel: The Town of Lisbon shall provide animal control services on an as needed basis within the Town of Sabattus, using Lisbon personnel and equipment. Services will be provided on an independent contractor basis to the Town of Sabattus subject to the terms and conditions of this Agreement.

6. Animal Control Activities: Animal control activities to be provided shall be, but are not limited to, generally the following:

A. To enforce all State Laws, Rules and Regulations and all municipal Ordinances with respect to each participating municipality, relating to animals and animal control.

B. To assist the citizens of each Town with sick and injured domestic animals.

C. To respond to domestic animal complaints arising in each Town.

D. To maintain records of all complaints, animal pick-ups, dispositions, fees collected, summonses, warnings, animal bites, and animals taken to the animal shelter, and such other records as may be required, for each participating municipality.

E. Transport animals to and from the animal shelter as may be necessary or directed.

- F. To rescue or aid in the rescue of trapped, wounded, sick or injured animals.
- G. To conduct public education sessions as may be required.
- H. To issue appropriate warnings or citations to animal owners and to act as each Town's representative on animal control matters within the Maine Court System, including, but not limited to, appearing as a witness.
- I. To perform such other tasks or duties relating to animals or animal control as may be assigned by the Board of Selectmen of Sabattus and the Town Council of Lisbon.

7. Certification: The person or persons who will provide animal control services to the Town of Sabattus will be certified as an Animal Control Officer and will maintain certification as required by applicable State and local Laws and Ordinances.

8. Financial Provision: The Town of Lisbon will develop an animal control budget to include services to be rendered to the Town of Sabattus under the terms and conditions of this Agreement (and to include any other Towns with which the Town of Lisbon may have an Animal Control Service Agreement). The cost to provide those services to the Town of Sabattus, including any administrative fees, shall be determined on a population and per call basis and allocated among all participating Towns accordingly, and for the fiscal year beginning July 1, ~~2017-2020~~ and running through June 30, ~~2018-2021~~, shall be ~~\$21,455.00~~ \$21,323.00. Allocations for the Town of Sabattus for the ensuing fiscal years shall be developed by the Town of Lisbon as part of its Budget process and allocated on a population and per call basis. The Town of Sabattus will be advised of their allocation during Lisbon's budget process.

Financial administration of all costs and expenses related to animal control will be provided by the Town of Lisbon. All billings shall be submitted to the Town of Lisbon and all payments for animal control will emanate from that Town. The Town will maintain records of disbursements and will provide records of those disbursements to the other participating municipalities as requested. Any funds remaining in the Town of Lisbon budgetary account shall be designated to be carried forward into the next budget year and shall not lapse into the Town of Lisbon's surplus account.

Should the Town of Sabattus disagree with its allocation, it will have the opportunity to opt out of this Agreement by providing notice to the Town of Lisbon, through the Town Manager's Office, within two (2) weeks of being notified of its yearly allocation.

9. Authority: While providing services in the Town of Sabattus, the person or persons acting as Animal Control Officer shall be responsible to the Sabattus Board of Selectmen.

10. Termination: Either party may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipality on or before March 1st preceding the commencement of the July 1st fiscal year.

This Agreement is executed by the Selectmen or Town Council of the participating municipalities, duly authorized by action of the Town Meeting of each municipality as follows:

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE:

INHABITANTS OF THE
TOWN OF LISBON

Witness

Allen Ward

Witness

Norman Albert

Witness

Donald Fellows

Witness

Jeffrey Ganong

Witness

Kasie Kolbe

Witness

Fern Larochelle

Witness

Mark Lunt

SIGNED, SEALED AND DELIVERED
IN PRESENCE OF

DATE:

INHABITANTS OF THE
TOWN OF SABATTUS

Witness

Witness

Witness

Witness

Witness

LISBON - ASSOCIATED PRESS REPORTING UNIT NUMBER 20689

Results of Balloting for November 3, 2020

State General Presidential Election Results

<u>President / Vice President</u>		Officials	Absentees & Hand Tally	Totals
Biden, Joe		545	1645	2190
Harris, Kamala	Democrat			
"Rocky"		6	8	14
Richardson, Darcy	Alliance			
Walker, Angela		23	37	60
Nicole	Green			
Jorgensen, Jo		66	60	126
Cohen, Jeremy	Libertarian			
Trump, Donald J.		1553	1300	2853
Pence, Michael R.	Republican			
Write-ins / Blanks		23	32	55

U. S. Senator

Collins, Susan Marga	Republican	1571	1562	3133
Gideon, Sara I.	Democrat	474	1269	1743
Linn, Max Patrick	Independent	59	63	122
Savage, Lisa	Independent	90	163	253
Write-ins / Blanks		22	25	47

Representative to Congress District 2

Crafts, Dale John	Republican	1501	1258	2759
Golden, Jared F.	Democrat	692	1795	2487
Write-ins & Blanks		23	29	52

State Senator District 22

Poliquin, Martha M.S	Democrat	764	1743	2507
Timberlake, Jeffrey L	Republican	1408	1269	2677
Write-ins & Blanks		23	91	114

Representative to the Legislature District 56

Gaiason, Scott N.	Democrat	524	1447	1971
Mason, Richard G	Republican	1636	1538	3174
Write-ins & Blanks		56	97	153

Register of Probate

Reynolds, Thomas C.	Democrat	1528	2404	3932
Write-ins & Blanks		688	678	1366

County Commissioner District 4

Lary, Isaiah N.	Republican	1895	2353	4248
Write-ins & Blanks		321	729	1050

Cast: 5298

LISBON - ASSOCIATED PRESS REPORTING UNIT NUMBER 20689

Results of Balloting for November 3, 2020
State General Presidential Election Results

Municipal Candidate and Referendum Election Results - November 3, 2020

<u>For Council Member - 3 Yr Term</u>	Officials	Absentee & Hand Tally	Totals
Fernand Larochelle	1904	2590	4494
Write-ins / Blanks	312	488	800

<u>For School Committee - 3 Yr Term</u>			
Ross Cunningham	1855	2552	4407
Write-ins / Blanks	361	526	887

<u>For Water Commission</u>			
Roger Bickford	1921	2609	4530
Write-ins / Blanks	295	469	764

Municipal Referendum Questions:

Question 1: Additional \$140,000 to complete Main Street MDOT Project			
YES	1359	2175	3534
NO	713	763	1476
Blanks	144	140	284
Total Municipal Ballots Cast:			5294

Registered Voters by Party

Democrat: 1969
Green: 247
Republican: 2276
Unenrolled: 2573
Total Registered Voters: 7065

Warden: Richard "Rick" Roberts
Deputy Warden: Debbie Hill
Registrar of Voters: Gwen Michel & Andrea Tapley
Election Clerks: Gregory Bianconi Mary Ganong
Verla Brooks Karen Hanlon
Mel Cloutier Nina Hodgkins
Katie Church Jo-Jean Keller
Linda Douglass Dan Michel
Lorraine Dunn Bernadette Ray
Jody Durisko Cynthia Roberts
Steven Foster Lisa Ward
Monique Gayton

Attest:

Twila D. Lycette, CCM/CMC/MMC
Lisbon Town Clerk

**ANDROSCOGGIN COUNTY SHERIFF'S OFFICE
MUNICIPAL/COUNTY AGREEMENT FOR PSAP
JANUARY 1, 2021 TO DECEMBER 31, 2021**

THIS AGREEMENT made and entered into this 1st day of **January 2021** by and for the **COUNTY of ANDROSCOGGIN**, hereinafter referred to as the "County" and the **INHABITANTS of TOWN OF LISBON** hereinafter referred to as the "Town."

WITNESSETH:

WHEREAS, the Town is desirous of entering into a contract with the County, for the provision of Public Safety Answering Point (PSAP) services hereinafter described within the limits of said Town.

WHEREAS, the County is agreeable through the Androscoggin County Commissioners and Office of the Sheriff to render and provide PSAP services on the terms and conditions hereinafter set forth:

I. STATEMENT OF AGREEMENT:

1. The County hereby agrees to provide PSAP services for the Town of **LISBON** hereinafter known as "The Town," through its County Sheriff's 9-1-1 Communication Center, hereinafter known as "County 9-1-1." The department agrees with and shall be subject to the terms of this agreement.

II. PSAP SERVICES DEFINED:

1. Service Area: The County 9-1-1 shall provide PSAP services to the Town at all times during the term of this Agreement.
2. The County 9-1-1 will provide:
 - a. Adequate facilities; equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
 - b. Call answering, which shall include but not be limited to all emergency and non-emergency calls for service.
 - c. Notification to the Town's dispatch center for emergency and non-emergency calls for service.
 - d. All services in the most cost effective and efficient manner possible.
 - e. "Back-up" services to ensure that coverage for emergency services continues without interruption.
 - f. Transcripts of transferred 9-1-1 calls received in connection with the performance of emergency communication services under this Agreement, upon the request of the Town.
 - g. Copies of telephone and radio recordings received in connection with the performance of PSAP services under this Agreement, upon the request of the Town (for court and investigative purposes); and County 9-1-1 shall provide such documents only to those municipal officials or employees designated in writing by the Lisbon Administrator or Lisbon Fire/Rescue/Police Chief as authorized to receive such documents on behalf of Town of Lisbon.
3. Service Management: The operation of the County 9-1-1, including but not limited to the planning, organization, scheduling, direction, and supervision of the dispatch personnel, as well as matters incidental to the delivery of PSAP services to the Town, shall be determined by the

Androscoggin County Sheriff's Office. The Androscoggin County Sheriff's Office shall retain exclusive authority over the activities of its personnel and operation.

III. DELIVERY OF SERVICES:

1. Requests with respect to services: The County 9-1-1 shall give prompt consideration to all requests of the Town regarding the delivery of their PSAP service; the County 9-1-1 will comply with these requests if they are judged consistent with the County 9-1-1 communications policies and procedures.
2. Resolution of operational disputes: Any conflict between the parties regarding the delivery of PSAP services by the County 9-1-1 will be thoroughly reviewed in a dialogue between the Communications Director of the Androscoggin County Sheriff's Office or his/her designated representative and the Lisbon Fire/Rescue/Police Chief or a designated representative of the Town. If an agreement cannot be reached between the parties, the matter shall be resolved between the Lisbon Board of Selectmen and the Sheriff of Androscoggin County. If a resolution cannot be reached between the Sheriff and the Board of Selectmen, the Select Board of the Town of Lisbon may vote to either defer to the Sheriff of Androscoggin County or the Town of Lisbon may withdraw from this contract in writing with a thirty (30) day notice.
3. Coordination: The Communications Director of the Androscoggin County Sheriff's Office or his designated representative and the Lisbon Fire/Rescue/Police Chief or a designated representative of the Town shall be the designated individuals to make or receive requests and confer upon matters concerning the delivery of PSAP services.

IV. FEES:

1. This contract is based on a per capita fee using a population taken from the 2010 U.S. Census. Said fees are as follows:

Service	Population	*CPC	Total
PSAP	9009	\$2.43	\$21,891.87
POLICE	--	\$6.83	\$0
FIRE/EMS	--	\$2.92	\$0
Total			\$21,891.87

*Cost Per Capita

2. Payment- The Town agrees to pay the full amount due of \$21,891.87 by **September 1, 2021**.
3. Fees for Service Payment Schedule- The Town agrees to pay the full amount due in subsequent renewal years as outlined in Section VII. 2. below directly to the County by **September 1, 2021**.

V. TERM:

1. This agreement shall take effect from the date of execution thereof.

VI. LEGAL:

1. The County of Androscoggin shall indemnify and hold harmless the Inhabitants of the Town of Lisbon, its employees and board or committee members from claims, suits or liabilities resulting from negligence of the County of Androscoggin, its employees, commissioners and agents.

2. The Inhabitants of the Town of Lisbon shall indemnify and hold harmless the County of Androscoggin, its employees, commissioners and agents from claims, suits or liabilities resulting from negligence of the Inhabitants of the Town of Lisbon, its employees and board or committee members.
3. The County of Androscoggin and Inhabitants of the Town of Lisbon shall share this agreement with their respective insurers to make certain that insurance coverage is adequate. Each party agrees to execute any reasonable amendments to this agreement required by their insurers.
4. In the event of any litigation between the parties with regard to the Agreement, each party shall be responsible for its own expenses, costs and attorney fees.
5. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
6. The parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of Federal and State law, the parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of services covered by this agreement. The parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person. Nothing in this shall prohibit disclosure of public records or other information by either party when such disclosure is required by Maine's Freedom of Access law, 1 MRSA sec. 401 *et seq.*, the Criminal History Record Information Act, 16 MRSA secs. 611, *et seq.*, or by court order. The parties shall cooperate in responding to requests for public records related to this contract. The terms of this Section shall survive the expiration or termination of this Agreement.

VII. RENEWAL:

1. Unless terminated by a party giving written notice of termination not later than November 1st of each calendar year, this agreement shall be renewed yearly, subject to paragraph 2 below.
2. The County will notify the Town by September 1st of each calendar year of the County's fee schedule for the following calendar year, which will become the fee schedule for the following calendar year unless the Town gives notice of termination as provided in paragraph 1 above.
3. The Inhabitants of Lisbon are obligated only to pay costs to provide 9-1-1 services under this agreement as may be lawfully made from funds budgeted and appropriated for said purpose during Lisbon's current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay for the services under this agreement, the Inhabitants of Lisbon will notify the Sheriff of Androscoggin in writing and be released from this agreement with thirty (30) day notice. The Select Board of Lisbon is obligated to present a warrant article to the Town at the yearly Town meeting which seeks to appropriate sufficient funds to cover this agreement,

unless the Town has notified the Sheriff of Androscoggin County of its decision to terminate this Agreement.

VIII. EXECUTION:

1. Signatories: The parties hereto have executed this agreement the day and year first written above by their duly authorized representatives, and this agreement is the binding and enforceable obligation of all parties.

IN WITNESS THEREOF, the **Town of LISBON** by approval of the Board of Selectmen has caused this agreement to be signed by its Board Chair/Administrator attested by the Town Clerk, and the County of Androscoggin by resolution by the Board of Commissioners, has caused this agreement to be signed by the Sheriff, for the County of Androscoggin, the Chair of the Androscoggin Board of Commissioners, and attested by the County Administrator, on the ____ day of _____, _____.

TOWN OF LISBON

BY: _____
Board Chair/Administrator

ATTEST:

Town Clerk

COUNTY OF ANDROSCOGGIN

BY: _____
Chair, County Commissioners

BY: _____
Sheriff

ATTEST:

Administrator

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES

FROM: RANDY CYR

SUBJECT: NEW 1 TON DUMPING RACK BODY TRUCK

DATE: OCTOBER 30, 2020

I am requesting permission to get quotes on purchasing a new 1 Ton 4x4 rack body dump truck with a plow, to replace the 1 ton truck rack body dump truck with a plow that got taken out of service last spring due to a blown motor and frame damage. This truck was a 2004 and was due to be replaced this year 2020. This request was in my original budget and the town manager removed it and put it on a list to be expended from unassigned fund balance. This truck has an assigned plow route and we will be using the only spare truck we have to fill its spot leaving no room for breakdowns.

Estimated cost of approximately \$55,000.00

Thank You

Randy Cyr

SINGLE STREAM RECYCLING CONTRACT RENEWAL

The Town of Lisbon's contract for single stream recycling with Casella is up for renewal. The largest change in the new proposed contract is the hauling rate. The current rate is \$150.00 per load, which is being increased to \$245.00/load. The increase is due to the rising costs of truckers/haulers fees across the industry, including the cost of the extra employees needed to clean and separate recycled goods. Casella brought to our attention that the town should have received increases over the past few years, which has not happened, resulting in this year's steep increase.

This economic change to the recycling market has not only effected Lisbon, but is stretched throughout the State of Maine, the East Coast, and across the U.S. Most municipalities with Solid Waste facilities are trying to find ways to save money. However, there are very few options in recycling since this is a worldwide issue.

We have conducted our due diligence by researching other haulers, vendors and container companies to see if we can beat or match Casella's price increase. However, given the information below and the research conducted, we highly recommend the Town of Lisbon accept the Casella contract.

CASELLA CONTRACT:

Previous – Signed 03/19/2019:

Single Stream:

- 1x 40 Yard Container (no fee)
- Haul Rate - \$150.00
- Average Commodity Revenue (ACR) * (\$107 - \$120 per ton)

Baled Materials:

- Pick-up of OCC, Mixed Paper, News Paper
- At will – Call for pick-up (no schedule)
- Rate based on pricing index

New – Under Review:

Single Stream:

- 1x 40 Yard Container for Single Stream (no fee)
- Haul Rate - \$245.00
- Guaranteed Weekly Pick-up
- Rate based on Consumer Price Index for all Urban Consumers (CPI-U)

Baled Materials:

- Pick-up of OCC, Mixed Paper, News Paper
- Guaranteed additional \$5.00 on OCC per ton on top of Pricing Index.
- At will – Call for pick-up (no schedule)
- Rate based on market price above the New England high price

PRICE COMPARISON:

After thorough review of recycling vendors within our area, the following have the lowest costs per trip.

1. **Casella:**

- a. Hauling - \$245.00
- b. Disposal Per Ton- \$100.00 (may range from \$70 - \$120 per ton)
- c. Guaranteed Pick-up
- d. No Rental Fee (40 yard container)
- e. Total fees Per Trip - **\$345.00** (estimated)

Casella is one of the larger hauling companies and has provided consistent single-source service at stable, competitive pricing in the past.

2. **Waste Management (WM):**

- a. Hauling - \$200.00
- b. Disposal Per Ton- \$145.00
- c. Guaranteed Pick-up
- d. Rental Fee - \$86.33 (per month for 30 yard only, currently using 40 yard container, so more trips will be needed each month)
- e. **Total fees Per Trip - \$360.00 (estimated)**

Waste Management charges higher disposal fees than Casella, but provides a lower hauling cost than other companies researched, though the cost is still higher than Casella. Waste Management has been slow to send information and the prices sent were for a smaller 30 yard container. We currently use a 40 yard container. I am still waiting on figures for a 40 yard, but the pricing on a 30 yard is already more than the contractual price through Casella.

3. **Eco Maine:**

- a. Hauling - \$315.00 (3rd party hauler needed)
- b. Disposal Per Ton- \$95.00
- c. Will need to base pick-up on driver schedule (not guaranteed)
- d. No Rental Fee for 30 yard container only (currently using 40 yard container, so more trips will be needed each month)
- e. **Total fees Per Trip - \$410.00 (estimated)**

Eco Maine has the closest price match per ton for disposal to what we currently pay, but doesn't provide hauling services. This necessitates the added cost of contracting with a separate hauler and paying hauling and rental fees. They are a non-profit, and provide on-site audits, various grants for schools, educational lessons for employees and revenue cost-sharing.

The following haulers were also contacted with requests for quotes:

- Almighty Waste
- Andy Valley Refuse
- Troino
- Riverside Disposal
- Corcoran Environmental (still waiting on price, but don't expect it to be much lower)

When discussing our current and potential fees with Casella with these haulers, all have stressed that transportation costs are increasing and the Casella rates are probably the best we will get in a contract. They gave us a hauling fees anywhere from \$290 - \$340/load, and in some cases didn't even work up a quote because their costs were so much higher and would include rental fees or container purchases.

COMPACTOR TRAILER PRICING INFORMATION:

Ensuring we covered all areas to off-set our costs, we also contacted container companies for prices on compact trailers. Although a large expense, this may be something we want to think about in the future when monies become available. Currently we send 5-7 trips per month hauling 0.95 to 1.5 tons each haul. With a compactor we would possibly limit our hauls to 1-2 times per month, saving us about \$1,225 a month in transportation fees with Casella.

East Coast Container:

- 2 Yard Compactor (called shorty)- \$9,800
- Receiver Box - \$7,000
- Shoot and Cover - \$5,000 - \$10,000
- Gave a base price of \$25,000 for full setup
- Estimates are not exact without review of our site.

In conclusion, based on my research and findings above, I propose we continue our relationship with Casella. This not only gives us lower price/fees at this time, but maintains our connection to one of the larger solid waste disposal companies. This has provided stability in the past, and with the ever-changing policies and disposal changes in solid waste, would potentially allow us better rates and consistent movement of waste when the market stabilizes.

RECYCLING SERVICES AGREEMENT

This Recycling Services Agreement (the "Agreement") is made and entered into this 1st Day of November, 2020 (the "Effective Date") by and between The Town of Lisbon, a Municipality organized and existing under the laws of the State of Maine and located in the County of Androscoggin ("Town") and Casella Recycling, LLC, a Limited Liability Company doing business in the State of Maine ("Casella").

In consideration of the covenants and undertakings of the parties hereto and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Town and Casella hereby agree as follows:

1. DESCRIPTION OF SERVICES

The work to be performed by Casella under this Agreement ("Services") shall consist of:

Weekly collection and hauling of Acceptable Recyclable Materials identified on Schedule A contained within a 40-cubic yard open top roll-off container located at the Lisbon Transfer Station (the "Container"). Casella shall provide the Container to the Town for the collection of single stream Acceptable Recyclable Materials identified on Schedule A in accordance with the terms of this Agreement.

Collection and hauling of Baled Materials as identified on Schedule A on a will call/scheduled basis.

With the exception of direct mill loads of Baled Materials, all Acceptable Recyclable Materials shall be delivered by Casella to Casella's Material Recovery Facility in Lewiston, Maine. Casella may designate another facility in its sole discretion.

2. TERM

The term of this Agreement shall commence on the Effective Date and shall expire on October 31, 2023 (the "Initial Term"), unless earlier terminated as permitted in this Agreement.

Upon expiration of the Initial Term, unless earlier terminated, this Agreement shall continue from year to year thereafter, for one-year successive terms (each year a "Renewal Term"), subject to (a) the right of either party to terminate this Agreement at the conclusion of the Initial Term or any Renewal Term by delivery of written notice of termination to the other party as provided in Section 8 of this Agreement, which notice must be given at least sixty (60) days in advance of the commencement of the ensuing Renewal Term, or (b) any earlier termination as permitted in this Agreement.

3. FEE SCHEDULE

Fees due and payable to/from Casella and to/from Town for Services shall be governed by Schedule B – Pricing Terms.

4. RESPONSIBILITIES OF TOWN

For the term of this Agreement, Town shall use Casella for collection and hauling of all Acceptable Recyclable Materials and Baled Materials identified on Schedule A received at the Lisbon Transfer Station.

Town shall store and place all Acceptable Recyclable Materials in the Container or in the case of Baled Materials, in the manner and as directed by Casella, and protect and secure the same from scavenging or

destruction, and shall operate and maintain the Lisbon Transfer Station through its agents or employees such that Casella may safely and efficiently execute Casella's responsibilities under this Agreement. Town shall also maintain and keep clear all access roads to and within the Lisbon Transfer Station such that Casella may perform the duties required by this Agreement free of any unnecessary hazard or impediment to its employees, agents or equipment. The Town will protect from, and promptly notify Casella in the event of, damage or destruction to the Container.

Town shall place in the Container only Acceptable Recyclable Materials as shown on Schedule A. Any material that is not "Acceptable Recyclable Material" is "Unacceptable Material", including but not limited to those materials identified as Unacceptable Material on Schedule A, as well as: (a) any material that by reason of its composition, characteristics or quantity is ineligible for disposal or recycling; as determined by Casella, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; (c) any other material that Casella reasonably concludes would require special handling or present an endangerment to the disposal or recycling facility, the public health or safety, or the environment.

Upon inspection, Casella may downgrade Town loads which contain or appear to contain contaminants which shall then become an "Unacceptable Load" as further described in Schedule B. The entire cost arising from managing a Town's Unacceptable Load (including without limitation, transportation, re-loading, clean-up, alternate disposal and the like) shall be the sole responsibility of the Town. Title to Unacceptable Materials or Unacceptable Load(s) shall not pass from Town to Casella. Town shall indemnify, hold Casella harmless, and promptly reimburse Casella for all damages, losses and expenses, including reasonable attorney's fees and federal, state or local fines and penalties, to the extent resulting from inclusion by the Town of any hazardous waste, hazardous materials or any other Unacceptable Material with the Acceptable Recyclable Material.

5. RESPONSIBILITIES OF CASELLA

Casella will perform the Services as provided in this Agreement and within 10 days of the end of each month during the term of this Agreement shall provide Town with a monthly report indicating the date, time, and net weight for each load, a report of the total tons received for that calendar month, and a statement as provided in Section 6. Casella will also conduct residue audits of inbound material as feasible. A report of these audits will be provided to Town.

6. PAYMENTS

With each monthly report as indicated in Section 5, Casella shall submit to the Town a statement of fees owed for the prior month based on the Services provided as indicated in the report and the fees indicated in the attached Schedule B-Pricing Terms. The party from whom payment is due shall remit payment of all undisputed amounts in such statement to the other party within thirty (30) days after its receipt of such statement.

7. STANDARD TERMS & CONDITIONS

Casella's Standard Terms & Conditions, attached hereto as Schedule C and are incorporated herein and made a part hereof.

8. NOTICES

All notices to be given under this Agreement shall be in writing and delivered personally, mailed by U.S. Express, registered or certified mail, return receipt requested, or sent via an overnight service with receipt as follows:

Casella: Casella Recycling, LLC
24 Bunker Hill Industrial Park
Charlestown, MA 02129

With a copy to Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: General Counsel

Town: Town of Lisbon
300 Lisbon Street
Lisbon, Maine 04250

Notices are effective upon receipt or refusal.

IN WITNESS HEREOF, the parties have executed this Agreement as of the Effective Date.

Casella Recycling, LLC

By: _____

Name: Bob Cappadona

Title: Vice President

Date: _____

Town of Lisbon:

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Single Stream Acceptable Recyclable Materials

<ul style="list-style-type: none"> ☆ Newspaper ☆ Magazines ☆ Cardboard boxes ☆ Brown bags ☆ Junk mail ☆ Phone books ☆ Catalogs ☆ Soft cover books ☆ Envelops ☆ Advertisements & inserts ☆ Boxboard & paperboard <ul style="list-style-type: none"> ○ Cereal boxes ○ Pasta boxes ○ Shoe boxes ☆ Mixed office paper 	<ul style="list-style-type: none"> ☆ Plastic bottles <ul style="list-style-type: none"> ○ Milk jugs ○ Bleach/detergent bottles ○ Soda/juice bottles ○ Shampoo bottles ○ Water bottles ○ Cottage cheese containers ○ Margarine containers ○ Yogurt containers ☆ Rigid plastics <ul style="list-style-type: none"> ○ Large buckets ○ Laundry baskets ○ Plastic chairs 	<ul style="list-style-type: none"> ☆ Aluminum can & bottles <ul style="list-style-type: none"> ○ Pie plates/trays/foil) ☆ Tin cans <ul style="list-style-type: none"> ○ Steel ☆ Glass bottles & jars
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Unacceptable Materials

<ul style="list-style-type: none"> × Plastic bags or bagged recyclables × No coated paper items <ul style="list-style-type: none"> ○ Waxed coffee or soda cups ○ Waxed paper plates ○ Items with any type of plastic coated lining × No disposable items <ul style="list-style-type: none"> ○ Polystyrene (Styrofoam) ○ Napkins ○ Tissues ○ Paper towels ○ Plastic utensils ○ Dirty recycling ○ Register tape ○ Condiment packets ○ Straws ○ Stirrers ○ Coffee pods 	<ul style="list-style-type: none"> × No toys, clothing or hangers × No wood waste or waste (bodily or food) <ul style="list-style-type: none"> ○ Rope ○ Twine ○ Diapers ○ Food ○ Pet waste ○ Yard waste × No plastic wrap, film or tarps <ul style="list-style-type: none"> ○ Food bags ○ Wrappers ○ Plastic or shrink wrap ○ Tarps × No hazardous material <ul style="list-style-type: none"> ○ Fire extinguishers ○ Propane tanks ○ Paint cans ○ Held a toxic substance 	<ul style="list-style-type: none"> × No rubber or scrap metal × No medical waste × No ceramics, pots, pans or baking glass <ul style="list-style-type: none"> ○ No window glass ○ Mirrors × No electronic items, batteries or bulbs × No appliances × Recyclables less than 2" in size in any dimension
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SCHEDULE B

PRICING TERMS – SINGLE STREAM CONTAINER

Single Stream Pricing Formula:

ACR - Threshold = Rebate (Charge)

Average Commodity Revenue (ACR) - means the current market value for each recyclable commodity (including residue tons) multiplied by the product mix percentage for each recyclable commodity tons from that facility for the residential line of business over the same month, less any direct costs of Casella related to transportation, capital improvements, storage, or marketing of product.

If Acceptable Recyclable Materials are received from the Town that materially distort the ACR, causing an excessive shift in value, the Casella reserves the right to make a mid-month ACR adjustment to reflect the value for that month. In addition, if there is a material change in the ACR during any thirty-day period, the Casella reserves the right to make an immediate adjustment to the ACR

Rebate (Charge) - means the percentage of value paid to the Town when the ACR is greater than the Threshold. When the Rebate is negative, each dollar below the Threshold will be charged to the Town.

Rebate Split = 50% to Town when ACR is above Threshold

Threshold = \$130.00 per ton - means the base rate required to process Recyclable Materials (including increases in labor expenses) and to cover capital investments. Threshold will be increased annually beginning on the anniversary date of the Effective Date, and each anniversary date thereafter to an amount equal to the percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U) of the Garbage and Trash Collection expenditure category (<https://www.bls.gov/news.release/cpi.t02.htm>) as compiled by the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve month period. Notwithstanding anything to the contrary, the increase shall not be less than four percent (4%) and not more than six percent (6%) per year.

Threshold for material received above 10% contamination will be charged to Town at market rate.

Example Pricing Based on Today's Market:

Current ACR based on Market and Recycling Composition
ACR = \$13.00/ton Threshold = \$130 per ton
Pricing Formula \$13.00 - \$130 = \$117.00
Rebate/Charge: 50% <i>over</i> Threshold (to Town) and dollar for dollar below the Threshold (to Casella)
Net Charge to Town is \$117.00/ton (\$117 x 100%)

In addition, Casella represents and warrants to the Town that in performing Services it and its employees, subcontractors, and agents shall at all times possess in good standing all licenses required by applicable law to perform the Services, and shall at all times comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the Occupational Health and Safety Act, social security and unemployment insurance laws, and worker's compensation laws. Casella shall indemnify and hold the Town harmless from all costs, expenses, and liabilities, including without limitation reasonable attorneys' fees and costs, resulting from Casella's breach of this warranty.

These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated:

- a. by both parties upon mutual written agreement;
- b. by the Town at any time without cause and without penalty upon sixty (60) days prior written notice;
- c. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- d. by either party in the event of a failure by the other party to perform a material obligation of this Agreement, as follows (a "Default"): if the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice. All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy will not be deemed an election of such remedy to the exclusion of other remedies.

For purposes of this Agreement, "material" means with respect to each party, a level of significance that would have affected any decision of a reasonable person in that party's position regarding whether to enter into this Agreement.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by either party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Headings, Pronouns. The headings of sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. The pronouns "he", "she" or "it" are also used for convenience, and in the event that an improper pronoun has been used, it shall be deemed changed so as to render the sentence in which it is contained effective in accordance with its terms.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment; Subcontract. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned or subcontracted by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except that either party may assign this Agreement without consent (1) to its parents, subsidiaries and corporate affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates; provided that if the Town is not satisfied with the

Haul Rate due from Town for Each Pull of the Container:

\$245.00	11/1/2020 – 10/31/2021
\$254.80	11/1/2021 – 10/31/2022
\$265.00	11/1/2022 – 10/31/2023

For each Renewal Term, the Haul Rate due from the Town shall increase by CPI-U or four percent (4%), whichever is greater.

PRICING TERMS – BALED MATERIAL

Pricing for Baled Material: The price payable to Town for each ton of Baled Recyclables supplied under this Agreement. (“Purchase Price”) shall be the market price above the New England high price (per table below) published in the first monthly issue of the “Price Watch: Recovered Paper – Domestic” section (the “Price Watch Section”) of the then current issue of PPI Pulp & Paper Week. In the case of an excessive shift in value or marketability of a commodity, Casella reserves the right to find alternative methods of disposition of the commodity, including disposal, if that is the only available outlet. In such cases, Seller shall be charged a disposal fee. Please note that the rate per ton for any given commodity may be adjusted by Casella with 30 days written notice to the Town based on market conditions.

Commodity	Estimated Monthly Tons	Purchase Price	Freight
Baled OCC	10	High New England +\$5/ton	FOB
Baled Mixed Paper	4	Market Rate	FOB
Baled News	2	Market Rate	FOB

Mill Direct Loads of Baled Material: Town shall load Baled Materials for mill direct transport into Casella-provided fifty-three (53) foot trailers, the average weight of each load of which shall be forty thousand (40,000) pounds (“Minimum Average Weight”). If the average weight of a load is less than the Minimum Average Weight, then Casella shall invoice Town for an additional sum equal to the amount necessary to cover associated transportation costs. This sum shall be determined by multiplying the percentage of weight deficiency (Minimum Average Weight less actual weight of the load received at the mill) multiplied by the total transportation costs of Casella to bring the load to the mill, multiplied by the number of loads.

SPECIFICATIONS

The Institute of Scrap Recycling Industries (ISRI) specifications and quality standards shall apply to all Recyclable Materials subject to this Agreement.

SCHEDULE C

STANDARD TERMS & CONDITIONS

Governing Law. This Agreement and any issues arising hereunder or relating hereto are governed by and shall be construed in accordance with the laws of the State of Maine without giving effect to its principles relating to conflicts of laws.

Venue. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts having jurisdiction over the State of Maine and the parties consent to the personal jurisdiction of such courts. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between Casella and the Town arising out of or related to this Agreement.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity. This disclaimer in no event applies to any special, incidental, exemplary, punitive or consequential damages that are included in any third party claim for damages arising from a party's indemnification obligations as set forth in this Agreement.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) a significant change in economic conditions; (v) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (vi) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement without penalty.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance;

b. it has full power and authority to execute, deliver and perform its obligations under this Agreement;

c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and

d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

performance of any assignee, it may terminate this Agreement upon written notice and without penalty.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities to the extent arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the sale of the assets described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or through binding arbitration in Lisbon, Maine under the rules of the American Arbitration Association, before having recourse to the courts. However, this clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Judgment on an arbitration award may be entered in any court having jurisdiction.

Indemnification. The parties agree that the indemnification provisions in this Agreement shall survive termination of the Agreement.

Mutual Indemnity.

a. Each party (each, an "Indemnifying Party"), to the fullest extent allowed by law, shall indemnify, defend, and hold harmless the other party and any director, officer, affiliate or elected or appointed officials of the other party (each, an "Indemnified Party") from and against any and all claims, actions, suits, judgments, proceedings, liabilities, obligations, losses, and damages, amounts paid in settlement, interest, costs and expenses (including reasonable attorneys' fees, penalties (civil, criminal or administrative), court costs and other out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) relating to or arising from personal injury, bodily harm or death, property damage or damage to the environment ("Losses") incurred or suffered by any Indemnified Party to the extent that such Losses arise by reason of, or result from (i) the material breach or inaccuracy of any representation or warranty of the Indemnifying Party contained in this Agreement; (ii) the material breach by the Indemnifying Party of any of its covenants or agreements contained in this Agreement, or (iii) the act or omission of the Indemnifying Party or any of its agents, employees or subcontractors; to the extent not waived by the other party, in each case; provided that nothing in this Agreement shall be deemed to expand upon the limits of liability set by the Legislature under the Maine Tort Claims Act.

b. The indemnification obligations of the parties under this Section shall inure to the benefit of the directors, officers, affiliates, employees and elected or appointed officials of the parties and with regard to claims arising in contract (but not third party claims or claims arising out of third party actions, tort, or otherwise), shall expire, as to each party, six (6) years from the date of expiration or termination of this Agreement. Third party claims and claims arising out of third party actions, tort, or otherwise shall be limited only by Maine's applicable statutes of limitation.

Third Party Claims.

a. The Indemnified Party seeking indemnification under this Agreement shall promptly notify the party against whom indemnification is sought of the assertion of any claim, or the commencement of any action, suit or proceeding by any third party, in respect of which indemnity may be sought hereunder and will give the Indemnifying Party such information with respect thereto as the Indemnifying Party may reasonably request, but failure to give such notice shall not relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered material prejudice by such failure). The Indemnifying Party shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of notice from the Indemnified Party of the commencement of or assertion of any claim, action, suit or proceeding by a third party in respect of which indemnity may be sought hereunder (a "Third-Party Claim"), to assume the defense and control the settlement of such Third-Party Claim with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party seeking indemnification may also choose to assume responsibility for its entire defense at any time, including the right to settle or compromise any claim against it without the consent of the Indemnifying Party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the Indemnifying Party has declined to defend against the claim.

b. The Indemnifying Party or the Indemnified Party, as the case may be, shall have the right to participate in (but

not control), at its own expense, the defense of any Third-Party Claim that the other is defending, as provided in this Agreement. In the event an Indemnified Party does so, in doing so it in no event waives its right to indemnification.

c. The Indemnifying Party, if it has assumed the defense of any Third-Party Claim as provided in this Agreement, shall not consent to a settlement of, or the entry of any judgment arising from, any such Third-Party Claim without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld) unless such settlement or judgment relates solely to monetary damages. The Indemnifying Party shall not, without the Indemnified Party's prior written consent, enter into any compromise or settlement that (i) commits the Indemnified Party to take, or to forbear to take, any action, or (ii) does not provide for a complete release and, if applicable, covenant not to sue by such third party of the Indemnified Party.

Worker's Compensation Waiver.

Exclusively for purposes of the foregoing indemnities, and only to the extent that this waiver does not affect such party's statutory immunity against claims by its own employees, each party waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its employees, and each party agrees to allow civil determination of fault through cross-claim(s) between the parties for purposes of determining the waiving party's liability resulting from its obligation to indemnify under this Agreement. This waiver will not operate to waive any other rights of either party under any worker's compensation act, disability benefits act, or other employee benefits acts, whether in tort, contract, or otherwise.

Performance. Casella shall perform the Services in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services.

Insurance. At all times during the term of this Agreement, Casella shall maintain, and shall require its subcontractors to maintain, workers' compensation insurance and commercial general liability insurance in coverages and amounts satisfactory to Town.

Terms and Conditions

Our Commitment:

- * To provide the proper equipment necessary to insure you the best quality of service in the industry relative to your recycling and solid waste needs.
- * To continue to evaluate your recycling and solid waste service needs and to recommend better service alternatives based on new technology, alternate disposal methodologies, or changes in regulatory requirements.

Your Commitment:

- * The opportunity to collect and dispose of your non-hazardous waste materials.
- * Payment of the monthly invoice by the end of the month in which it's received.

References: All references throughout this document to "Us", "We" or "Our," shall be deemed herein to be Pine Tree Waste, Inc., the Casella entity responsible for providing the services described and, set forth herein.

Changes in Services: Changes in services or fees may be made by verbal or written agreement between us and are considered agreed upon with receipt of payment for new services or fees.

Terms: This Agreement will be effective upon the signature date for the period defined on the front of the agreement.

Disposal: We will dispose of waste materials according to all applicable laws, regulations and ordinances. We will use a disposal facility (landfill, transfer station, etc.) that meets all legal and regulatory requirements and is the most overall cost effective disposal option.

Responsibility of Disposed Materials: We are responsible for all non-hazardous and recycling materials once collected in our trucks. You will be responsible for any fines or penalties and additional handling fees if you dispose of any hazardous material in our container. Hazardous material is defined but not limited to: any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable, explosive, biomedical or infectious and that is regulated by any local government, state government or United States government including certain electronic devices categorized as Universal Waste.

Weight: The weight of your waste material is a comprehensive part of the overall cost for service. On the reverse side we have specified a weight per cubic yard that is based on industry averages for similar businesses. We have used this weight as a component in calculating your monthly charge. If through our weight evaluation, your actual weight doesn't meet this industry estimate we may adjust your monthly charge to reflect the change.

Adjustment: Because disposal, collection, processing, and compliance are components of our cost for providing service, any increase these costs may result in a proportionate increase in your monthly rate.

Responsibility for Equipment and Property:

Equipment:

- * We will deliver and install our equipment to the location specified by you on this Agreement and/or addendum
- * We will maintain the equipment and repair any damage to the equipment that may occur as a result of normal wear and tear.
- * We retain the right to charge you for any repairs as a result of misuse of the equipment that occurs while our equipment is in your possession.

Property:

- * Proper roadways, surfaces and pavement need to be provided in order to service your account and therefore, we are not responsible for damage to roadways, surfaces and pavement that are not suitable for access.
- * We reserve the right to suspend service if suitable roadways or pavement are not provided.
- * Container placement must be in mutually agreed upon designated areas.

Cancellation: Although there is no early cancellation penalty, as your partner we are committed to resolving any issue that may arise. In the event that you are still not satisfied, we request you give us a four months notice in writing so that we can find a new home for your container.

Indemnity: By signing this Agreement, we agree to pay all costs, fines and legal fees incurred as the result of our gross negligence, willful misconduct or violation of the law that occurs during the handling of your non-hazardous waste and recycling material. We will also be responsible for all personal injury or property damage claims resulting from our gross negligence or willful misconduct.

By signing this Agreement, you authorize us to enter your property to provide service, and you are responsible for keeping roadways and pavement suitable for access. You agree to indemnify, hold harmless and defend us against all claims, lawsuits, demands, costs or other liability resulting from or arising out of your gross negligence or willful misconduct while our equipment is in your possession. You will not hold us responsible for damage to our equipment or the improper use of our equipment by you, your employees, guests, or any persons on your premises.

We are committed to providing you, our customer and partner, with the highest quality of service available in order to build a sustainable, long-term business relationship



ATTACHMENT A PRICING TERMS

Zero-sort Recycling Formula:

$ACR - \text{Threshold} = \text{Rebate (Charge)}$

Average Commodity Revenue "(ACR)" - means the current market value for each recyclable commodity (including residue tons) less any direct costs of Processor related to transportation, capital improvements, storage, or marketing of product divided by the total tons of commodities shipped from that facility over the same month.

If recyclables are received from the Generator that materially distort the ACR, causing an excessive shift in value, the Processor reserves the right to make a mid-month ACR adjustment to reflect the value for that month. In addition, if there is a material change in the ACR during any thirty-day period, the Processor reserves the right to make an immediate adjustment to the ACR

Rebate (Charge) - means the percentage of value paid to the Generator when the ACR is greater than the Threshold. When the Rebate is negative, each dollar below the ACR will be charged to the Generator.

Rebate Split = 50% to Generator when ACR is above Threshold

Threshold - means the base rate required to process recyclable material (including increases in labor expenses due to federal, state or local law) and to cover capital investments. Threshold will be increased annually beginning on the anniversary date of the Effective date, and each anniversary date thereafter, to an amount equal to the percentage increase of the CPI-U All Urban NE Index (source – Survey of Current Business – Department of Labor) as compiled by the most recent twelve (12) month period for which such data is available as compared with the comparable figure for the prior twelve month period. Notwithstanding anything to the contrary, the increase shall not be less than three percent (3%) per year. Processor reserves the right to adjust the Threshold during the Term in the case of extraordinary fluctuations in the recyclable commodity market.

Example Pricing Scenarios:

ACR above Threshold	ACR below Threshold
ACR = \$150 per ton Threshold = \$120 per ton Transportation + Handling = \$12.50 + \$7.00	ACR = \$64 per ton Threshold = \$120 per ton Transportation + Handling = \$12.50 + \$7.00
Pricing Formula $\$150 - \$139.50 = \$10.5$	Pricing Formula $\$64 - \$139.50 = \$75.50$
Rebate: 50% over Threshold (to Generator) and dollar for dollar below the Threshold (to Processor)	Rebate/Charge: 50% over Threshold (to Generator) and dollar for dollar below the Threshold (to Processor)
Net Payment to Generator is \$5.25/ton ($\$10.50 \times 50\%$)	Net Charge to Generator is \$75.50/ton ($\$75.50 \times 100\%$)

Acceptable List

<ul style="list-style-type: none"> ☆ Newspaper ☆ Magazines ☆ Cardboard boxes ☆ Brown bags ☆ Junk mail ☆ Phone books ☆ Catalogs ☆ Soft cover books ☆ Envelops ☆ Advertisements & inserts ☆ Boxboard & paperboard <ul style="list-style-type: none"> ○ Cereal boxes ○ Pasta boxes ○ Shoe boxes ☆ Mixed office paper 	<ul style="list-style-type: none"> ☆ Plastic bottles <ul style="list-style-type: none"> ○ Milk jugs ○ Bleach/detergent bottles ○ Soda/juice bottles ○ Shampoo bottles ○ Water bottles ○ Cottage cheese containers ○ Margarine containers ○ Yogurt containers ☆ Rigid plastics <ul style="list-style-type: none"> ○ Large buckets ○ Laundry baskets ○ Plastic chairs 	<ul style="list-style-type: none"> ☆ Aluminum can & bottles <ul style="list-style-type: none"> ○ Pie plates/trays/foil) ☆ Tin cans <ul style="list-style-type: none"> ○ Steel ☆ Glass bottles & jars
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Not Acceptable

<ul style="list-style-type: none"> * Plastic bags or bagged recyclables * No coated paper items <ul style="list-style-type: none"> ○ Waxed coffee or soda cups ○ Waxed paper plates ○ Items with any type of plastic-coated lining * No disposable items <ul style="list-style-type: none"> ○ Polystyrene (Styrofoam) ○ Napkins ○ Tissues ○ Paper towels ○ Plastic utensils ○ Dirty recycling ○ Register tape ○ Condiment packets ○ Straws ○ Stirrers ○ Coffee pods 	<ul style="list-style-type: none"> * No toys, clothing or hangers * No wood waste or waste (bodily or food) <ul style="list-style-type: none"> ○ Rope ○ Twine ○ Diapers ○ Food ○ Pet waste ○ Yard waste * No plastic wrap, film or tarps <ul style="list-style-type: none"> ○ Food bags ○ Wrappers ○ Plastic or shrink wrap ○ Tarps * No hazardous material <ul style="list-style-type: none"> ○ Fire extinguishers ○ Propane tanks ○ Paint cans ○ Held a toxic substance 	<ul style="list-style-type: none"> * No rubber or scrap metal * No medical waste * No ceramics, pots, pans or baking glass <ul style="list-style-type: none"> ○ No window glass ○ Mirrors * No electronic items, batteries or bulbs * No appliances
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Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Diane Barnes, Town Manager

Ref: Agenda request

Date: November 3, 2020

I am requesting to be placed on the November 10th Council agenda. I would like to ask the Council permission to apply for the Assistance to Firefighters Grant (AFG).

"The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Round 2 (AFG-S 2) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazard"

The objectives of the AFG-S 2 program are to provide critically needed resources that equip personnel to respond to the COVID-19 public health emergency and support community resilience.

The AFG is a matching grant. Communities with population of less than 20,000 have a 5% match.

My goal is to obtain additional personal protective equipment (respiratory) to protect firefighters while responding to calls with potential COVID-19 exposures, such as medical and medical assist calls.

Nathan LeClair

Fire Chief

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19
Supplemental Round 2 (AFG-S 2)**

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in **Section D – Application and Submission Information** of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

Issued By

Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Assistance Listings (formerly Catalog of Federal Domestic Assistance (CFDA) Number)
97.044

Assistance Listings Title (formerly CFDA Title)
Assistance to Firefighters Grants

Funding Opportunity Title
FY2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Round 2

Funding Opportunity Number
DHS-20-GPD-XXX-XX-XX

Authorizing Authority for Program
Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136); Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

Appropriation Authority for Program
Coronavirus Aid, Relief, and Economic Security (CARES) Act, Div. B (Pub. L. No. 116-136)

Announcement Type
Modification

Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant Program – COVID-19 Supplemental Round 2 (AFG-S 2) is a supplemental funding opportunity under the Assistance to Firefighters Grant Program (AFG). AFG is one of three grant programs that constitute the Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards.

This is a modification of the original AFG-S NOFO published on April 24, 2020, Funding Opportunity Number DHS-20-GPD-044-00-99. In that original AFG-S NOFO, the initial application period, which was open to career, volunteer and combination fire departments; nonaffiliated emergency medical service (NAEMS) organizations; and state fire training academies, closed on May 15, 2020. By law, at least 25 percent of available AFG-S funds must be awarded to volunteer fire departments and at least another 25 percent must be awarded to combination fire departments. Funding made available in this modified NOFO for a second application period of AFG-S funding is limited to volunteer and combination fire departments to fulfill this requirement. Volunteer and combination fire departments are eligible to apply in this round even if they had a successful application in the first round of AFG-S funding; however, such applications must support new or additional needs or capabilities. Departments that applied in the first round of AFG-S funding but were unsuccessful can reapply to be considered for funding in this round; applications from the first round of AFG-S funding will not automatically carry forward to this round for consideration. This NOFO allows eligible applicants to apply for critical Personal Protective Equipment and supplies needed to prevent, prepare for and respond to the COVID-19 public health emergency. The AFG-S 2 Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG-S 2 Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the Administrator of FEMA is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The extent of an applicant's need for an AFG-S 2 grant and the need to protect America as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management nationwide. The AFG-S 2 Program supports the goal of Ready the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger agency and a more prepared and resilient Nation.

Objectives

The objectives of the AFG-S 2 program are to provide critically needed resources that equip personnel to respond to the COVID-19 public health emergency and support community resilience.

Priorities

Information on program priorities and objectives for the FY 2020 AFG-S 2 can be found in [Appendix A - Programmatic Information and Priorities](#).

Performance Metrics

Performance metrics for this program are as follows:

Percentage of AFG-S 2 recipients who equipped 100 percent of on-duty active members with Personal Protective Equipment (PPE) in compliance with applicable National Fire Protection Association and Occupational Safety and Health Administration standards.

B. Federal Award Information

Available Funding for the NOFO:	\$31 million
Projected number of Awards:	500
Period of Performance:	Twelve months from the date of award. For additional information on period of performance extensions, refer to Section H.
Projected Period of Performance Start Date(s):	Jan. 15, 2021
Projected Period of Performance End Date(s):	Jan. 14, 2022
Funding Instrument:	Grant

C. Eligibility Information

Eligible Applicants

- Volunteer Fire Departments
- Combination Fire Departments

Applicant Eligibility Criteria

Volunteer and Combination Fire Departments: Volunteer and Combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the

Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. Departments that pay fees or stipends to firefighting personnel for each event to which they respond (paid on call) are also considered under this category.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

Eligible Activities

Activities under this solicitation are limited to the purchase of PPE and supplies to prevent, prepare for, and respond to the COVID-19 public health emergency. This includes reimbursement for expenditures made since January 1, 2020.

Other Eligibility Criteria

National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for the AFG-S 2 Program. However, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report.

Capacity to report to the NFIRS must be established prior to the termination of the one-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance in 2 C.F.R. Part 200, unless it has yet to develop the capacity to report to NFIRS, as described above.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

National Incident Management System (NIMS) Implementation

AFG-S 2 applicants are not required to be in compliance with NIMS to apply for AFG-S 2 funding or to receive an AFG-S 2 award. Any applicant who receives an FY2020 AFG-S 2 award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG-S 2 grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO and the FY 2019 AFG NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG-S 2 grant is awarded.

In other words, an applicant agrees, if it receives a grant award, to keep its overall expenditures during the award's period of performance (including those funded with non-Federal funding) for activities that could be allowable costs under this AFG-S 2 NOFO and the FY 2019 AFG NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in fiscal years 2018 and 2019.

Cost Share or Match

In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG-S 2 award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 5 percent of the grant awarded; and/or
- When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to and not less than 10 percent of the grant awarded.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: <https://www.fema.gov/media-collection/fy-2020-assistance-firefighters-grant-program-covid-19-supplemental-afg-s>.

Types of Cost Share

- Cash (Hard Match):** Cost share of non-federal cash is the only allowable recipient contribution for AFG-S 2 activity.
- Trade-In Allowance/Credit:** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

- iii. **In-kind (Soft Match):** In-kind cost share is not allowable for AFG-S 2.

The award budget will not account for any voluntary committed cost sharing or overmatch.
The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers

The Administrator of FEMA may waive or reduce recipient cost share or maintenance of effort requirements in cases of demonstrated economic hardship. Please see **Appendix B: Award Administration Information** for additional information.

D. Application and Submission Information

Key Dates and Times

Application Start Date:	Oct. 6, 2020 at 8 a.m. ET
Application Submission Deadline:	Nov. 13, 2020 at 5 p.m. ET
Anticipated Funding Selection Date:	Jan. 15, 2021
Anticipated Award Date:	Jan. 15, 2021

In general, DHS/FEMA will not consider for funding applications received after the deadline. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. If applicants experience technical issues, they must notify the AFG Help Desk as soon as possible. The AFG Help Desk can be reached at 1-866-274-0960 or by e-mail: firegrants@fema.dhs.gov. The AFG Help Desk is open Monday – Friday, 8 a.m. – 4:30 p.m. ET.

Other Key Dates

Event	Suggested Deadline for Completion
Register Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

Agreeing to Terms and Conditions of the Award

By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an award.

Address to Request Application Package

The online FY 2020 AFG-S 2 application is only available via the AFG Program's FEMA GO (FEMA Grants Outcomes) application portal, at <https://go.fema.gov>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

Steps Required to Submit an Application.

DHS makes all funding opportunities available on the internet, accessible at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at <https://go.fema.gov>, which contains the online AFG-S 2 application. The online AFG-S 2 application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

Note: FEMA GO is compatible with Internet Explorer (version 11 or higher), Microsoft Edge (version 85 or higher), Firefox (version 63 or higher), or Chrome (version 70 or higher). Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by applicants.

Electronic Delivery

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS Grant, applicants must have a Data Universal Number System, or DUNS number, and must be registered and active in SAM.

DUNS Number

All entities applying for funding, including renewal funding, must have a Data Universal Numbering System (DUNS) number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form. Instructions for obtaining a DUNS number can be found at the following website:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>.

System for Award Management (SAM)

Applicant registration in SAM is free. All applicants must be registered and active in order to apply online. Step-by-step instructions for registering with SAM can be found here: SAM Registration Home Page. Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.gov account holders should check their account to make sure it is “**ACTIVE.**” SAM registration should be completed at the very beginning of the application period and renewed annually to avoid becoming “**INACTIVE.**”

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant’s SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant’s SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

As part of the SAM registration process, applicants must now provide information in SAM on their immediate owner and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a federal contract or federal financial assistance within the last three years. This is a new requirement instituted by amendments to 2 C.F.R. part 25 made by the Office of Management and Budget on Aug. 13, 2020.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible and provide the details of the exigent circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

IMPORTANT: The SAM registration process must be completed by the applicant. It is imperative that the information provided by the applicant is correct and current. Please ensure that your organization’s name, address, DUNS number and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. The organization’s name on the SF 1199A Direct Deposit Form must be entered as it appears in SAM. Payment under any FEMA award is contingent on the recipient’s having a current SAM registration.

Help with SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call tollfree (866) 606-8220.

How to Get a Commercial and Government Entity (CAGE) Code

To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants may view the CAGE code online by logging in to the SAM account.

Timely Receipt Requirements and Proof of Timely Submission

All applications must be received by Nov. 13, 2020 at 5 p.m. ET. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and will not be considered for funding.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this; it may cause your application to fail to be submitted and consequently not be considered for funding. Please be patient and give the system time to process the application.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (see <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2019/02/SPOC-February-2019.pdf>).

Funding Restrictions

Federal funds made available through this award may only be used for the purposes set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement and may require the return of all federal funds disbursed under the grant.

Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

Allowable Costs

Pre-award Costs

Pre-award expenditures for eligible PPE and supplies are eligible under this program. The expenditures must have been made after Jan. 1, 2020. Fees for grant writers are also included as a pre-award expenditure.

Fire Departments

The total amount of funding a fire department recipient may receive under an AFG-S award (defined for these purposes as the sum total of any awards under the initial AFG-S and this AFG-S 2) is limited to maximum amounts set by §33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a one percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG-S 2 funding a recipient is eligible to receive but no recipient may receive an award (when considering any initial AFG-S award plus an award under AFG-S 2) that exceeds one (1) percent of available grant funds for the entire FY 2020 AFG-S, or \$1,000,000. FEMA may waive this aggregate cap of \$1 million in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population size.

The following table explains the maximum funding that a recipient may receive under this solicitation:

100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$1 million	Yes, but no more than \$2 million
500,001 – 1,000,000 people	No more than \$1 million	Yes, but no more than \$3 million
1,000,001 – 2,500,000 people	No more than \$1 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$1 million	Yes, but no more than \$9 million

The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding (MOU).

Allocations and Restrictions of Available Grant Funds by Organization Type

- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$3,000) for eligible activities does not impact an applicant's request or federal participation under Regional projects. Applicants who select Micro Grants as a funding opportunity choice may still apply for a Regional project. Further, at least \$150,000 of the available funds will be allocated toward this applicant type.
- **Regional Projects:** A Regional application is an opportunity for a volunteer or combination Fire Department to act as a host and apply for funding on behalf of itself and any number of other participating AFG eligible organizations. Fire Departments that serve as host regional applicants can apply on behalf of other eligible fire departments within the same application. Career fire departments are not eligible to apply under the Regional activity or be included in a regional award. Regional activities should achieve cost effectiveness, support regional efficiency and

resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds.

The community identification characteristic (e.g., rural, urban, or suburban) and the organizational status of the host applicant (e.g., combination or volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

In the application narrative, a Regional host must include a list of all the AFG-S 2 eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's Employee Identification Number (EIN), and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined supply inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG organization and must be a party to the MOU or equivalent document.

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for \$1 million, they have met their cap and are no longer eligible for additional funds through this solicitation.

Management and Administration (M&A) Costs: Expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. No more than 3 percent of the federal share of AFG-S 2 funds awarded may be expended by the recipient for management and administration (M&A) for purposes associated with the AFG-S 2 award.

Indirect Facilities & Administrative (F&A) Costs: Indirect costs are allowable under this

program as described in 2 C.F.R. pt. 200, including 2 C.F.R. § 200.414. Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. pt. 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. pt. 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Copies of the indirect cost rate agreements or proposals, along with the AFG-S 2 application number, must be submitted electronically to FireGrants@fema.dhs.gov. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, and Executive Orders as applicable.

E. Application Review Information

Funding priorities and criteria for evaluating AFG-S 2 applications are established by FEMA based on the recommendations from the Criteria Development Panel. FEMA convened a panel of fire service professionals to develop funding priorities for the AFG-S 2 grant program. The panel made recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs;
- International Association of Fire Fighters;
- National Volunteer Fire Council;
- National Fire Protection Association;
- National Association of State Fire Marshals;
- International Association of Arson Investigators;
- International Society of Fire Service Instructors;
- North American Fire Training Directors; and
- Congressional Fire Service Institute.

The Criteria Development Panel is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the panel's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity-specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Eligible Activities

AFG-S 2 has three activities:

- Operations and Safety – PPE;
- Regional Projects; and
- Micro Grants.

Each activity has its own eligibility requirements. These requirements are outlined in **Appendix A: Programmatic Information and Priorities.**

Application Evaluation Criteria

Prior to making a federal award, the federal-awarding agency is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313, and 2 C.F.R. Part 200 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore, application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award(s); (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

All investments selected for recommendation will also undergo an additional risk review conducted by the DHS/FEMA Grants Management Specialist to evaluate the risk for noncompliance in carrying out the federal award. Using their subject matter expertise, the questions the DHS/FEMA Grants Management Specialist may assess include, but are not limited to:

- Is the applicant on any exclusion lists as identified in the System for Award Management (SAM.gov)?
- If the applicant has received federal funding in the past, has the applicant performed all audits required by the Single Audit requirements under 2 C.F.R. Part 200, Subpart F?
- Has the applicant provided sufficient budget information and justification as required by the NOFO?
- Are the costs proposed by the applicant in the budget information and justification allowable and reasonable based on the criteria set forth in the applicable appendix in the Preparedness Grants Manual, NOFO, and regulations?
- Is the budget representative of the total cost of performance of the projects?
- If indirect costs are included, has the applicant provided an approved Indirect Cost Rate agreement?
- Is the applicant delinquent on any federal debt?
- Has the applicant had substandard performance in a prior award?
- Is the applicant on the Do Not Pay List?

Based on the outcome of this review, DHS/FEMA may determine that it will not make an

award to an applicant that poses a risk of noncompliance. DHS/FEMA may also determine that it will make an award to an at-risk applicant, subject to additional terms and conditions as described in 2 C.F.R. Part 200.

Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold, currently \$250,000 (see Section 805 of the National Defense Authorization Act for Fiscal Year 2018, Pub. L. No. 115-91, OMB Memorandum M-18-18 at <https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf>; see also FEMA Information Bulletin No. 434, *Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds*):

- DHS/FEMA is required to review and consider any information about the applicant in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS) and is also accessible through the SAM website.
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- DHS/FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. Part 200.

Review and Selection Process

AFG-S 2 applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO. Applications with the highest pre-score rankings are then scored competitively by (no less than three) members of a Peer Reviewer Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix A and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-score process will undergo a peer review process. A panel of peer reviewers is comprised of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's

score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During this review, priority for award will be given to applications that did not receive funding in the first round of AFG-S application.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, Restrictions on Use of Award Funds.

Narrative Evaluation Criteria

1. Financial Need (25 percent)

Applicants should describe their financial need and how consistent it is with the intent of the AFG-S 2 Program. The Financial Need statement should include details describing the applicant's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

2. Project Description and Budget (25 percent)

The Project Description and Budget statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals. Applicants should describe how their current response capabilities are impacted by COVID-19 as well as the overall rate of COVID-19 in their community. Applicants can reference data supported by the Centers for Disease Control and Prevention (CDC) through referencing state level data from the following website: <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>. This data will be taken into consideration when prioritizing funding.

3. Cost Benefit (25 percent)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs.

4. Statement of Effect on Operations (25 percent)

The Statement of Effect on Operations statement should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will

impact the daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should detail whether award funding will seek reimbursement of pre-award expenses related to the acquisition of eligible PPE, acquire PPE for immediate use, or acquire PPE resources to strengthen future response capabilities. Applicants will be evaluated on the current inventory of supplies, response usage of requested supplies, and anticipated future needs (e.g., actual or anticipated burn rate percentage of PPE resources).

F. Federal Award Administration Information

Notice of Award

Once FEMA has approved and recorded an award in the system, FEMA GO sends an award package to the grant official authorized by the recipient. FEMA GO will provide the award package and email notification. The authorized grant official should follow the directions in the notification to accept the award documents. The authorized grant official should read the award package carefully for instructions on administering the grant, to determine whether there has been an adjustment to the award, and to become familiar with the terms, conditions and responsibilities of federal award recipients.

The offered award will remain on hold and be available for a maximum of 30 days until the recipient either accepts or declines the award via FEMA GO online or unless FEMA grants additional time to accept the award. The recipient should follow the directions in the notification to confirm acceptance of the award. Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Differences Between Application Request and Award

During the review process for an AFG-S 2 award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested by but not funded by the award. The award package will identify any differences under the Approved scope of work section.

Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2020 AFG-S 2 award with a turndown notification.

Administrative and National Policy Requirements

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#). The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and

conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

Record Retention

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for at least three years from the date the final FFR is submitted or longer if the award or entity is under audit or other circumstances necessitate longer retention of records, as required by 2 C.F.R. Part 200. If the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the three-year retention period.

FEMA requires that recipients maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;
- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of canceled checks for verification as permitted by 2 C.F.R. Part 200. Recipients who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

Federal Financial Reporting Requirements

Federal Financial Reports (FFR)

Recipients of AFG-S 2 grants are required to submit a Federal Financial Report (SF-425) on a semi-annual basis. The FFR is to be submitted using the online FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- No later than July 30 (for the period Jan. 1 – June 30)
- No later than January 30 (for the period July 1 – Dec. 31)
- Within 90 days after the end of the Period of Performance

The Federal Financial Report Form (SF-425) and instructions are available at the following sites: [SF-425](#)

OMB #4040-0014.

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after Dec. 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <https://www.ecfr.gov/cgi-bin/text-idx?SID=6f12725a5b5811eb8f2ed19f6dde0417&mc=true&node=pt2.1.200&rgn=div5>.

Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The Programmatic Performance Report is due every six months after the grant's award date, and thereafter until the period of performance ends.

The PPR should include the following:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

Program Performance Reporting Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period Jan. 1 – June 30)
- No later than January 30 (for the period July 1 – Dec. 31)

Monitoring

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification. Recipients have the opportunity to participate in a Post Award Orientation (PAO) offered by the FEMA Regional Fire Program Specialist (FPS) to have their questions answered, receive technical assistance, or to review the terms and conditions of the grant. The PAO is optional.

Closeout

Within 90 days after the end of the period of performance, recipients must submit a final Federal Financial Report Form (SF-425) and a final performance report (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at <https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial>.

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. Part 200. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final Federal Financial Report Form (SF- 425). The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient. Information on how to return funds to FEMA is available at: <https://www.fema.gov/about/payment>.

Administrative Closeout

Administrative closeout is a unilateral mechanism for FEMA to move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient. It is a last resort and recipients should always submit their final reports instead of relying on this mechanism. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

FEMA may use the administrative closeout process when a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process. FEMA will make three written attempts to collect required reports before initiating administrative closeout.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the three-year record retention period under 2 C.F.R. Part 200.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. Part 200, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government- wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;

- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

G. DHS Awarding Agency Contact Information Contact and Resource Information

AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m. ET, Monday through Friday.

FEMA Regional Fire Program Specialists

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional Fire Program Specialist can be located on the AFG website at <https://www.fema.gov/fire-grant-contact-information>.

FEMA GO System Information

For technical assistance with FEMA GO, please contact the Enterprise Service Desk at (877) 611-4700. Regular hours of operation are also from 8:00 a.m. to 4:30 p.m. ET, Monday through Friday.

H. Additional Information

Extensions to the Grant Period of Performance

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. *Approval is not guaranteed.*

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required.

All extension requests must contain:

- Grant Program, fiscal year, and award number;
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
- Current status of the activity/activities;
- Approved period of performance termination date and new project completion date;
- Amount of funds drawn down to date;
- Remaining available funds, both federal and non-federal;
- Budget outlining how remaining federal and non-federal funds will be expended;
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

Requirements for Extension Consideration

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests no later than 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance.

Appendix A –Programmatic Information and Priorities

Appendix A contains details on AFG-S 2 Program information and priorities.

Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG-S 2 eligibility. FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.
- Nonaffiliated emergency medical service organizations.
- State Fire Training Academies.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or Authority Having Jurisdiction (AHJ).
- Auxiliaries, hospitals or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments or regional organizations that are for-profit.

B. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms, (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016

edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident. NFPA 1710; 3.3.28. <https://www.nfpa.org/Codes-and-Standards/All-Codes-and-Standards/Free-access>.

C. Community Classifications

The information the applicant organization supplies in Community Description of the AFG-S 2 application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>.

FY2020 Demographics for Determining Urban, Suburban, or Rural Include:

Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within Primary first due response area	<25% for agriculture (based on zoning); industrial and commercial combined >50%	25-49% used for agriculture (based on zoning); industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning); industrial and commercial combined <25%
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

D. Restrictions on Use of Award Funds

- No AFG-S 2 funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workman's compensation, pension, or retirement plans) for any personnel.

E. Funding Priorities

I. Operations and Safety - Personal Protective Equipment (PPE) Overview

Training for requested PPE

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- Applicants must certify that when using PPE optimization strategies, training on PPE use, including proper donning and doffing procedures, must be provided to Health Care Professionals before they carry out patient care activities.

Personal Protective Equipment (PPE) List – Funding Priorities

COVID-19 Response

- **Eye Protection** - Appropriately fitted, indirectly vented goggles or single use disposable face shield that fully covers the front and sides of the face.
- **Isolation Gowns** – Nonsterile, single use fluid-resistant and impermeable patient isolation gown.
- **Protective Coveralls** - 360-degree protection of whole body, including the back, lower legs and feet.
- **Gloves** – patient examination gloves.
- **Footwear Covers** – Single use, disposable medical footwear covers.
- **Respirators** - Any NIOSH-approved particulate respirator (i.e., N-95 or higher-level respirator). Includes the purchase of filters appropriate for use.
- **Surgical Type Face Masks** - loose-fitting, single use disposable physical barrier between the mouth and nose of the wearer to allow fire and EMS personnel to meet CDC recommendations and/or state mandates for face covering when in a public setting other than direct patient contact.
- Other supplies are also eligible, however will be considered a lower priority than items listed above. Examples include:
 - Decontamination supplies and services for PPE, station-quarters, and vehicles.
 - Replacement High-Efficiency Particulate Air filters and other types of disposable filtration supplies used on EMS respiratory and/or ventilator equipment.
 - Personally-issued antiseptic hand washes, antiseptic hand rubs such as alcohol-based hand sanitizers, foams or gels, and reasonable refill supply

- Departments will be rated against like departments (i.e., combination, volunteer, regional, micro grants) through the following data points:
 - Call volume
 - Size of population of the jurisdiction served.
- Applicants requesting reimbursement or requesting immediate use of PPE will receive a higher consideration than applicants requesting funds to prepare for future response capabilities. Applicant requests should align with information about current supply, response usage, and anticipated peak dates.

- The CDC provides timely updates on the evolving spread of COVID-19 public health emergency cases by state on the following website <https://www.cdc.gov/coronavirus/2019-ncov/cases-updates/cases-in-us.html>. This data will be taken into consideration when prioritizing funding.

Ineligible Items

- Thermometers
- Narcotics and medications
- N95 Fit Tester
- Separation barriers or flexi glass
- COVID-19 Testing Kits
- Pulse Oximeters

Monthly Departmental Project Agenda (November 2020)

The following list includes goals for work to be completed within specific projects in the following month. This in no way represents a list of all work done within a department, nor does it guarantee that all items will be completed exactly on schedule. The constantly changing requirements placed by the public and internal service aspect of our departments along with cooperation with outside agencies will always come into play when scheduling projects within the town.

Department	Project	Items to Complete
Town Manager	Municipal Law For Tax Collector's & Treasurers	I will be attending a Zoom session on Oct. 22 nd & Nov 12 th from 1pm-5pm. This class is required for recertification.
	Municipal Stream Crossing Grant(Burrough Rd)	I will be submitting this grant by the November deadline.
	Police Chief Vacancy	I will be scheduling interviews during November.
	CDBG-Housing Grant	I will continue working on the grant with the Finance Director and Economic Development Director.
	CDBG-Façade Grant	I will continue working on the grant with the Finance Director and Economic Development Director.
	Evaluations	I have completed several evaluations and I continue working on them until they are done.
	FY 20 Personal Property Tax Collections	I will continue contacting delinquent business and equipment taxpayers to get them to pay their outstanding taxes before starting small claims court action against them. There are 5 outstanding accounts.
	AVCOG Planning Day & General Assembly	AVCOG's Planning Day & General Assembly meeting is scheduled for November 4 th and 5 th from 9:00am-1:30pm. I plan to zoom in when time permits.
	Munis Utility Billing	On November 4 th we have a stakeholders presentation and introduction call.
	AVCOG Finance Committee, Executive Committee, & Policy Committee Meetings	I attend monthly committee meeting with AVOCG. These meetings are via zoom due to COVID-19.
	Annual Thanksgiving Day & Christmas Giving Tree Donation Letter	I sent out annual requests for donations in October. I will be working with Pastor Jonathan Jones, Lisbon Falls Baptist Church, Lisbon Schools, and Mark Stevens to purchase turkeys and nonperishable items for the Thanksgiving Baskets
	Trio-SQL Conversion	We have another meeting scheduled with Trio on November 10 th . We have many questions and concerns regarding address changes in the Utility module that will affect Assessing.

	Brownfields Phase I & 2 Assessments	EPA has approved a Phase I ESA assessment on a property in Lisbon to be funded using the Brownfields Grant. The assessment will continue in November.
	ACO Contracts	The ACO contracts for Sabattus and Bowdoin expired on June 30 th . The contracts have been updated and will be on the November 10 th agenda for Council approval.
	Police Chief Vacancy	The interview process will be begin in November. I hope to have a recommendation for Council to consider at their November 10 th meeting.
	Finance Committee	The Finance Committee will be meeting the last Monday of each month at 5pm. The dates and times may change as we schedule budget meetings.
	New Business Ribbon Cutting	We have scheduled ribbon cuttings for Paul's Shoe Repair and Mainly Vintage on November 12 th at 5:30pm. We have scheduled ribbon cuttings for Lisbon Cannabis and Align Tattoo on November 16 th at 5:30pm.
Assessing Clerk	Turn Around Document Elections, Renewal Business Licenses, and 2020 Dog Licensing begins.	Verify information for 182 sales from 7-1-2019 thru 6-30-2020 for MRS Set up polling location Monday Nov 2. Send totals out to the distribution list election night. Put election equipment away. Hold public hearings for renewal business license notices for Campbell's and Huston's Junkyards. If possible, mail renewal notices to dog owners. When authorized begin inputting voter history.
Code Enforcement	Permitting Job Duties	Continue to issue permits and perform required inspections. Fall is the busiest on-site inspection time. Chasing permitted work from the summer. Contractors scrambling to complete before winter.
	HHE200-IP Inspections	Still doing 2-3 septic systems per day to close out the fall before the ground freezes.
	Respond to Complaints	Continue to answer realtors, appraisers, homeowners....Land Use questions, complaints, building files. This has become very burdensome with COVID-19. Extra time being spent scanning and emailing documents. Respond to health related complaints as they come in. Average 3-4 per week. Filing- Trying to get ahead of year end.
Economic Development	Worumbo Redevelopment	Flood plain fill plan and FEMA Letter of Map Adjustment preparation.
	Entrepreneur Grant/Moxie Plaza	Wrap-up planning grant planning phase and ID implementation phase priorities.
	CDBG Grants	Execute façade contracts and select contractor; Phase II for Housing grant.
	Biz Retention & Expansion	Main Street parking plan; promote façade grant opportunity.
	LDC	Land bank concept/Worumbo/Hot Spot/ CDBG projects.
Finance	Audit	The FY20 Audit will be my focus this month as I work with the auditors. I have submitted items requested per their checklist. They have the week of November 30 th scheduled as potential work to be done on-site. Most of the audit will be

		performed remotely but if they need to come on-site to look at documents that cannot be scanned, we have them scheduled accordingly.
Fire	Training	Structural fire attack.
	Respiratory Protection	Conduct annual fit testing for all personnel required to wear respirators.
	Fire Station Costs	Continue working on data for the cost of running 2 fire stations.
Library	Assist Town Manager & Rec Department with Community Thanksgiving Baskets & Giving Tree Projects	Review/update Library Department Procedures Manual to assist with staff cross training. Ensure the library building & garden are all set for the winter months.
Parks and Recreation	Forestry Management Plan	Canceled our work with Sappi and took up with Timberland Consultants. David Schaible, Forester, has been inspecting and working with the Tree Farm at Beaver Park for over 30 years. The inspection he did in 2011 is still valid for our future harvesting plans.
	After and Before School	November: walk and mark boundary lines.
	Trail Maintenance	Continue to manage 40-50 after school kids in MTM
	Renovate Room 9 flooring	Continue to mark trails and replace posts and signs at Beaver Park. Temp Fence at Miller Trail
Police	Traffic Enforcement/Training	Laying the floor in room 9 and painting entry way in MTM Office side. Estimates were received and materials purchased.
		For the month of November, the police department will be completing training in the following areas: Implicit Bias training, Law Enforcement Approach to Substance Use Disorders, Situational Use of Force Training, and Weapons Restriction Law training. During this month, we hope to also be able to schedule and AED/First Aid training as well as Respiratory fit testing for our new Hazmat equipment that was received on a grant for all sworn officers, however, this is in the beginning stages and may not be able to be scheduled until December. Officers also will be conducting traffic enforcement details targeting problem areas, Community policing, and Criminal investigations. The department is looking forward to the scheduled interview date for our open police officer position and looks forward to the police candidate hiring process.
Public Works	Town Office	Finish up on the outside of the town office building drainage project.

	Fleet Maintenance	Sticker and undercoat the last of the plow trucks.
	New Employee	Our new mechanic will be starting around November 16 th .
	Winter Maintenance	Currently installing our snow fence and should be wrapped up with that by the end of next week the 13 th .
Transfer Station	Winter Prep	Includes getting the TV's out and making room for the street sweeper.
	Finance Committee	Get ready to present the finance committee options for pay-per-bag trash disposal.
Waste Water Treatment	Headworks Grit Area Sump Piping	Re-configure sump pump piping to allow pumping directly to the grit hopper.
	Inspect Cross Country Sewer Lines	Complete the inspections that began in October.
	Complete Fall Clean-up	Perform fall clean-up of the treatment plan and pump station grounds.
	Install Centrifuge Parts	Install the new parts in the centrifuge as soon as they arrive.
	Clean Chlorine Contact Tanks	Perform a thorough cleaning on the tanks.
	Switch Aeration Tanks	Pump down, clean and changeover to aeration tank#1
	Inspect Big Three Stations Daily	Inspect the three largest pump stations daily.
	Inspect Pump Stations Twice a Week	All pump stations inspected for proper operation and repaired as necessary.
	Maintenance on WWTP Blowers	Change the oil and Grease the blowers. Check air filters.
	Paint the walls in the Laboratory	Re-paint the walls.

MEMO TOWN OF LISBON

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

- Deeds processed
 - July-41 1 land split
 - August-24
 - September 33
- Municipal Valuation Return completed
 - Annual report submitted to Maine Revenue Services
 - This report is a summary of tax information. It classifies the different categories of taxable and exempt property; specifies the amount of TIF captured assessed value; supports the final tax commitment.
- Processed 2 homestead applications and 2 BETR applications
- Per Maine State Statute, deleted homestead applications must be kept for 3 years. We went through our deleted applications and discarded 684.

Code Enforcement

Dennis J. Douglass

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

Monthly Report for October

Building permits issued - 13 –

- 1 New homes
- 2 Mobile homes
- 2 Garages
- 2 Remodel residential
- 4 Storage sheds
- 2 Misc.

Electrical permits issued – 10

- 3 Service upgrades
- 1 Mobile home hook-up
- 1 Remodel
- 1 Generator hook-up
- 1 Rooftop solar
- 3 Misc.

Plumbing permits issued - 11

- 2 New HHE200
- 2 Replacement HHE200
- 1 Internal plumbing
- 4 mobile home connections
- 2 Commercial internal plumbing

Planning Board: Forbes Road Solar – Solar Provider Group

- Preliminary discussion on a proposed solar farm project to be located next to 11 Forbes Road in Lisbon Falls. Tax Map U26 Lot 091

Appeals Board – No Cases to report

Health Officer -

- Bed Bugs case – Woodgate apartments
- Landlord / Tenant issues - Multiple



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: November 10, 2020
RE: Monthly Department Report

During the month of October, the Economic Development Department (ECD) advanced ongoing grant activities, Worumbo redevelopment planning, and business retention and expansion programming.

GRANTS

- CDBG Business Façade Program implementation commenced with the approval of a exterior renovation project at 14 Main Street. The project has gone out to bid. A contractor will be selected on Friday, November 13.
- Phase II activities for the CDBG Housing grant are underway to prepare for renovation and creation of new affordable housing units at Farwell Mill Apartments.
- The new LED message board at Town Hall was installed with funding from the Maine Department of Health and Human Services. Installation of the sign marked the end of grant activities totalling over \$50,000 in Lisbon to promote local resilience during the pandemic.
- The planning phase of Lisbon's entrepreneurship initiative funded by Maine Community Foundation is nearing completion. During October, programming priorities were refined for the upcoming implementation phase of the program. Business owner survey results, a focus group listening session were convened, and a couple of coordination sessions were held with regional economic development organizations to focus on opportunities to collaborate in Lisbon.

UPCOMING GATHERINGS

- Ribbon Cutting for [Paul's Shoe Repair](#) at [350 Lisbon Street](#): Thursday, 11/12 at 6pm.
- Ribbon Cutting for [Align Tattoo](#) at 13 Union Street. Monday, 11/16 at 5:30pm.
- November Network & Learn session. 11/16 at 6pm at the MTM Center. Following the ribbon cutting at Align Tattoo, we'll migrate to the MTM Center on School Street to hear from Scott Benson, Economic Development Director for the [L-A Metro Chamber](#) about the upcoming L/A Top Gun program. Top Gun program is designed specifically for the entrepreneur with a desire to *grow* his/her business and *achieve long-term success* through the use of the right tools, resources, and related mentorship.

MOXIE PLAZA

On Wednesday, October 28th, Moxie Plaza was broken down by the Parks and Recreation and Public Works Departments and Route 125 was reopened to through traffic after almost four months of outdoor dining on Main Street. Moxie Plaza demonstrated the resilience of the Lisbon community during a challenging time.

Parking and Wayfinding Improvements. The Main Street closure also highlighted opportunities to improve the visitor experience in the Lisbon Falls village area, particularly pertaining to parking and wayfinding signage. In response, ECD has completed a village parking survey and coordinating the development of parking adjustments to address business owner concerns and ideas. ECD anticipates gathering business input prior to the upcoming holiday season and to finalize the plan in early 2021.

LISBON DEVELOPMENT COMMITTEE UPDATE

During the LDC's October meeting, committee members:

- Approved a CDBG Business Façade Program project at 14 Main Street
- Reviewed flood plain considerations for redevelopment of the former Worumbo Mill parcel, including the need to conduct an elevation study of the parcel to understand potential costs associated with addressing floodplain liabilities.
- Discussed potential for "land bank" activities in Lisbon, which is a proactive approach by which municipalities expedite the transition of abandoned and foreclosed properties back to value-producing real estate. The LDC intends to further research the possibility of establishing policies and programs in Lisbon to facilitate investment in key areas of Town for the benefit of Lisbon residents.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Lisbon Town Council
Department Monthly Report: October 2020

In the month of October, the Fire Department responded to 31 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns). The Department responded to 6 requests for the Fire Department First Responders. The Department responded to 3 request to assist Lisbon Emergency this past month.



In the month of September we responded to 2 request for mutual aid. These were to the towns of Durham and Freeport. Both calls were to the scene of an incident, but were re-routed to station coverage

Year to date, we are at 376 total calls for the calendar year. The last two years we have broken 400 calls and we are still on track to do the same this year.

We were not able to get into the schools this year to present our fire prevention message due to COVID-19. We did do a video that was posted on kitchen fire safety, which was this year's topic. If you haven't seen it, it's on our Facebook page.

October's training was the annual haz-mat operations refresher. In order for us to respond to fuel spills and any other spill of hazardous substances, we must do annual refresher training under federal regulations. Every year we sit through a refresher course, by an outside agency, which is covered by Maine Emergency Management.



With some of the recent storms, people are out trying to clean up debris prior to the first snow. We have had in increase of people burning without permits, as required under state law. This is a reminder to the folks of Lisbon that a permit is required for any outdoor burning for disposal of wood products. It is also illegal to burn household trash and plastics. These permits are free if you use wardensreport.com or get one from the police department, during the allowed hours.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



Month of October incident type break down.

Incident Type	Occurrences
Fire, other	1
Medical assist, assist EMS crew	3
EMS Call, excluding vehicle accident with injuries	5
Motor vehicle accident with injuries	3
Extrication, rescue, other	1
Hazardous conditions, other	1
Electrical wiring/equipment problem, other	1
Power line down	1
Unauthorized burning	2
Cover assignment, standby, moveup	2
Good intent call, other	2
No incident found on arrival at dispatch address	2
Smoke scare, odor of smoke	1
HazMat release investigation w/no HazMat	1
System malfunction, other	1
Smoke detector activation, no fire – unintentional	2
Alarm system activation, no fire – unintentional	1
Citizen complaint	1
Total:	31

Respectfully submitted

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

Nathan LeClair

Fire Chief

LIBRARY DEPARTMENT
October 2020 Monthly Report

Adult Books	754	New Patrons	28
Adult DVD's	154	Cloud Library E-Books	71
Juvenile Books	753	Cloud Library Audio Books	91
Juvenile DVD's	92	Cloud Library Users	45
Adult Audio Bks	38	Inter Library Loan Outgoing	233
Juv Audio Bks	6	Inter Library Loan for Lisbon Patrons	126
Paperbacks	50	Patron Count	762
Patron Computers	92	Patron photocopy Serv.	40 (approx.)
Magazine Circulation	12	Patron Fax Services	12 (approx.)
Child Craft kits: Quilled Paper Apple	17 given out in-house & 164 Facebook Reach	Lego On-Line Programs (two for October 2020)	206 Facebook Reach
Steam Lab/Science Kit	10 kits given out in-house & 132 Facebook Reach	Halloween Treat Bags	18 given out in-house
Fall 2020 Reading Challenge	22 Participants who read 220.50 hours	Adult Author Feature: Malcom Gladwell	146 Views
Where'd That Come From	197 Facebook Reach	Crafting with Claudia: Textured Glass Vase	152 Views
In the Kitchen: Pumpkin Recipes	182 Views	Display Case: Angela Murray paintings	230 views

The Library continued to see an increase in the number of Lisbon residents and patrons visit the library for a variety of services last month. They appreciate the fax and photocopy services as well as the patron use computers. Patrons have mentioned they also appreciate the convenience of the Inter Library Loan Services that are now "back-to-normal" with our 3-day weekly delivery system. 126 items were requested and delivered to the Lisbon Library patrons in October.

The children and their families continued to visit the library for their school research, reading and DVD needs. The children and their parents continue to do a great job complying with the state mandates and safety policies.

I have added Children and Adult on-line Facebook and You Tube programs statistics to the monthly Town Council/Manager report. I feel it is important to share this information with town officials as we continue to adapt and offer library services to our Lisbon community. The programs have become popular with patrons of all ages!

I continued to work with Chief LeClair to address the library building's need for new emergency lights and additional outlets to meet the needs of our equipment. The work began on Monday, November 2nd and the electricians will be back before the end of the week to complete the work. I will keep the Town Manager informed.

The library building and garden are all set for the winter months. Public Works staff delivered the "blue salt box" on 11/3/2020. We will remove two of the front window flower boxes to ensure there is enough space for the sidewalk plow to keep the sidewalk cleared and safe. The third flower box, inside the alcove, will stay throughout the winter. We will fill it with a seasonal arrangement to continue to honor Linda Patrick and add a bit of cheer to our Main St. neighborhood!

Respectfully submitted,
Diane Nadeau
Library Director



FINANCE REPORT - REVENUE

SUBJECT: Finance Department Council Report – through Period 4 (October 2020)
Kayla Tierney, Finance Director

DATE: November 10, 2020

Revenues:

- Revenues are in line with our projections to the budget as of the end of Period 4.
- Revenue Sharing for July through October of 2020 are listed below:

Payment Date ▾	Revenue Sharing 1 ▾	Revenue Sharing 2 ▾	Total Amount ▾
Jul-20	86,377.46	27,396.54	113,774.00
Aug-20	65,769.47	21,948.22	87,717.69
Sep-20	79,323.80	26,472.00	105,795.80
Oct-20	105,136.25	35,086.16	140,222.41
	\$ 336,606.98	\$ 110,902.92	\$ 447,509.90

- Budgeted \$800,000 for Revenue Sharing for FY21 – overall we are doing well thus far. Given the state of the economy at the moment, it is hard to predict what Revenue Sharing will mean in the upcoming months. I am happy with the amounts that we have received thus far, totaling \$447,509.90. The Finance Department is keeping a diligent eye on this.
- When looking at Revenue collected on an Organizational Level within the General Fund, we are doing well.

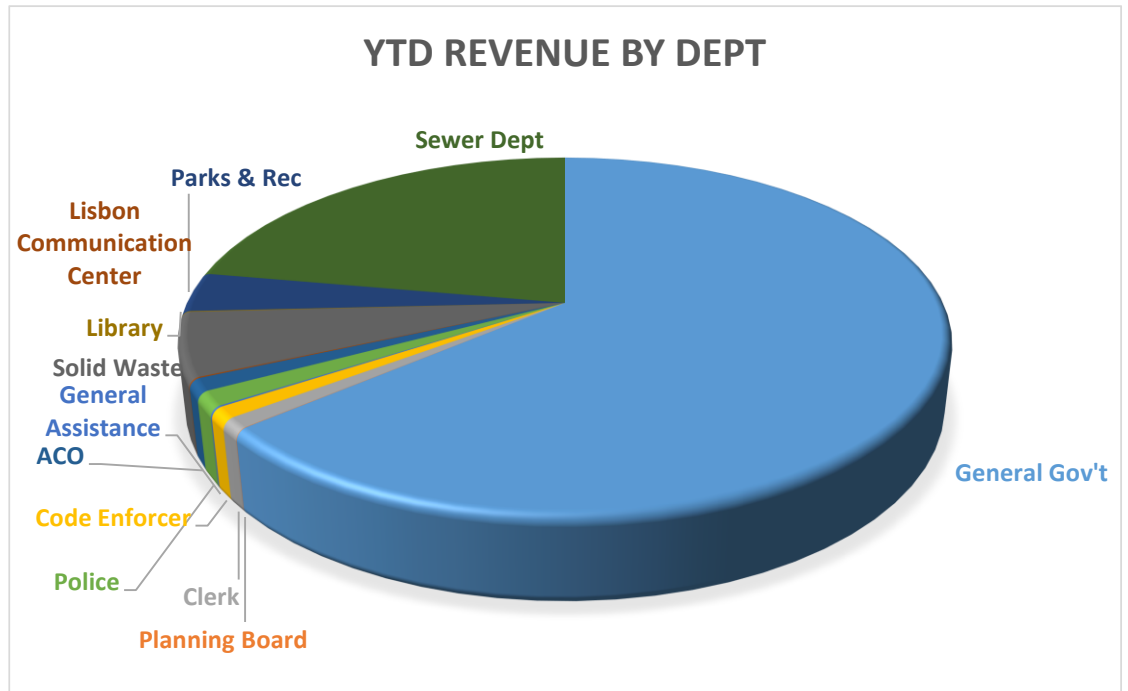
General Funds - by Organization ▾	YTD Revenue ▾	FY21 Budget ▾	FY21 % Co ▾
1000-20 Gen Fund - Gen Gov't	1,124,535.90	2,709,494	42.00
1000-30 Gen Fund - Health & Welfare/General As	1,895.02	17,500	10.80
1000-40 Gen Fund - Public Safety	43,625.58	124,303	35.10
1000-50 Gen Fund - Public Works	99,129.67	146,800	67.50
1000-60 Gen Fund - Culture & Recreation	61,956.16	271,123	22.90
TOTAL GENERAL FUND	1,331,142.33		

All other Funds - by Organization	YTD Revenue	FY21 Budget	FY21 % Co
ED Loan Fund	1,739.10	-	100.00
Special Revenue Fund	23,208.27	-	100.00
DARE Fund	(0.30)	-	100.00
Snowmobile Reserve	(2.11)	-	100.00
Debt Service	18,724.79	-	100.00
Capital Projects	2,757.32	-	100.00
Trust Funds	136.12	-	100.00
Sewer Fund	379,951.60	1,364,655.00	27.80
TOTAL ALL OTHER FUNDS	426,514.79		

- Total Revenues collected \$1,757,657.12 as of October 31, 2020.
- When looking at Revenues within the General Fund and the Sewer Fund – we can break it down by Department as follows:

Of the \$1,757,657.12 listed above as total revenue from July 1, 2020 through October 31, 2020 \$1,331,142.33 is within the General Fund and \$379,951.60 is within the Sewer Fund.

General Fund - by Dept	YTD Revenue
General Gov't	1,091,188.53
Planning Board	449.92
Clerk	16,022.55
Code Enforcer	16,874.90
General Assistance	1,895.02
Police	22,837.33
ACO	19,288.25
Lisbon Communication Center	1,500.00
Solid Waste	99,129.67
Library	1,054.23
Parks & Rec	60,901.93
Sewer Dept	379,951.60
TOTAL REVENUE - GENERAL FUND	1,331,142.33
TOTAL REVENUE - SEWER FUND	379,951.60
	1,711,093.93



- General Government largely comprised of :
 - \$712,614.74 YTD collected from Motor Vehicle Excise Taxes
- Sewer Department largely comprised of:
 - \$287,052.62 YTD Domestic Sewer Revenue
 - \$66,012.40 YTD Septage Revenue
- Parks & Rec largely comprised of:
 - \$13,728.96 YTD Playground Summer Camp
 - \$10,848.96 YTD Trekker Summer Camp
 - \$5,856.52 YTD Beaver Park Fees
- Solid Waste largely comprised of:
 - \$67,214 YTD Transfer Station Stickers/Permits
 - \$14,446 YTD Yard Items
- ACO largely comprised of:
 - \$10,661.50 YTD Sabattus ACO Revenue
 - \$5,578 YTD Bowdoin ACO Revenue
 - \$2,848.75 YTD Durham ACO Revenue



FINANCE REPORT - OTHER ITEMS

SUBJECT: Finance Department Council Report through Period 4 (October 2020)
Kayla Tierney, Finance Director

DATE: November 10, 2020

- Other Items to note as of the end of Period 4:
 - We received the 2020 Center for Tech and Civic Life Grant in the amount of \$5,000 on October 9, 2020
 - The purpose of this grant is exclusively for the public purpose of planning and operationalizing safe and secure election administration in the Town of Lisbon.
 - Our Contract Period for the Keep ME Healthy DHHS Grant ended on October 31, 2020 and we have submitted our final invoices to DHHS.
 - Finance Department was working with the Economic Development Director in October, as well as with the Town Manager, for the 2020 CDBG Façade Grant next steps
 - We are continuing to work with FEMA as it relates to COVID related expenditures items.
 - Audit – the FY20 audit is currently ongoing and the on-site (if needed) schedule is for the week of November 30th through December 3rd.



FINANCE REPORT - EXPENSES

SUBJECT: Finance Department Council Report through Period 4 (October 2020)
Kayla Tierney, Finance Director

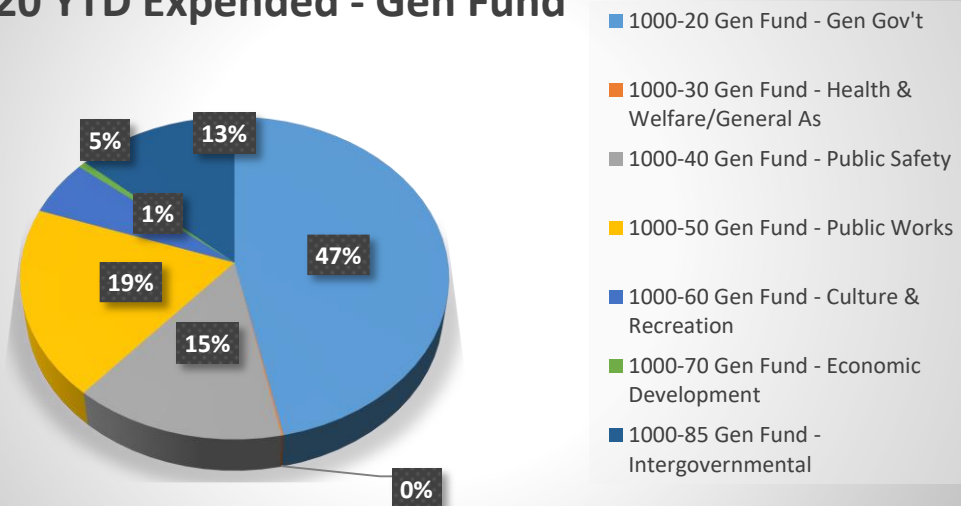
DATE: November 10, 2020

Expenses:

- Total General Fund Expenses YTD are: \$5,895,595.24. FY21 Budget for General Fund Expenses is \$16,831,006. There is \$267,288.23 encumbered which leaves an \$11,457,710 remaining budget. Approximately 35% of the budget has been used YTD – for period 4, this aligns just slightly higher than where I would expect. For end of Period 4, I would expect 33% expended.

General Fund by Org	YTD Expended	FY21 Budget	FY21 %
1000-20 Gen Fund - Gen Gov't	2,751,170.64	9,276,081	0.30
1000-30 Gen Fund - Health & Welfare/General As	7,183.67	44,645	20.10
1000-40 Gen Fund - Public Safety	859,837.06	2,736,712	33.10
1000-50 Gen Fund - Public Works	1,124,256.17	2,905,191	42.40
1000-60 Gen Fund - Culture & Recreation	326,143.65	971,517	35.70
1000-70 Gen Fund - Economic Development	37,943.26	107,799	36.30
1000-85 Gen Fund - Intergovernmental	789,060.79	789,061	100.00
	5,895,595.24	16,831,006	

FY20 YTD Expended - Gen Fund



- When looking at the other Funds, \$1,601,784.82 has been expended YTD. FY21 budget for all other funds is \$1,612,679 – which includes budget for the Debt Service Fund and the Sewer Fund. YTD expended for Debt Service and Sewer Fund is: \$704,629.72 with \$52,343.60 encumbered, leaving \$855,706 in available budget.

All Other Funds by Org	YTD Expended	FY21 Budget	FY21 %
ED Loan Fund	21,225.00	-	100.00
Special Revenue Fund	80,482.51	-	100.00
Snowmobile Reserve	8,500.00	-	100.00
Debt Service	330,741.83	419,104.00	78.90
Capital Projects	786,947.59	-	100.00
Sewer Fund	373,887.89	1,193,575.00	35.70
	1,601,784.82	1,612,679	

- The Debt Service Fund is showing as 78.9% expended as of Period 4
 - This is within my expectations as the majority of our bonds have the first half of the payments due by September 15th. We did have some final fall bonds paid out in October. The remaining amounts due for debt service are primarily interest and those will be due in the spring of 2021.
 - The Sewer Fund is 35.70% expended which is just slightly higher than the 33% expectation for Period 4. There were some emergency items that needed to be purchased as some things had unexpectedly broke. I foresee that it will go back to being on trend in the next period.
- Looking at it on a department level within the General Fund:
 - County Tax is 100% within the budget for county taxes paid out for FY21 as these get fully paid early on in the fiscal year.
 - The General Fund as a whole is 35% expended which is just slightly higher than the expected 33% but of no concern at the moment.
- Please see below for the chart showing the YTD expended and the associative % expended on a department level:

General Fund by Dept ▼	YTD Expended ▼	% Expended ▼
Elected Officials	7,279.37	36.70
Town Manager	81,126.66	33.70
Appeals Board	222.97	13.10
Planning Board	1,210.39	6.60
Legal	11,048.25	29.70
Clerk	56,094.42	31.00
Finance	70,704.90	34.30
Tax Collection	63,297.68	34.00
Assessor	37,627.79	33.20
Code Enforcement	38,553.41	32.60
Liability Insurance Program	29,669.48	46.70
Technology	74,534.97	40.00
School	2,204,584.41	29.20
Town Buildings	68,316.90	34.20
Abatements	6,899.04	100.00
Health Officer	2,268.03	33.60
General Assistance	4,915.64	17.70
Police	499,824.36	33.30
Fire	109,405.63	24.60
Emergency Management	100,223.85	49.90
ACO	39,716.13	39.60
Lisbon Communication Center	110,667.09	32.20
Public Works	1,124,256.17	42.40
Library	92,000.41	32.30
Parks & Rec	224,143.24	37.20
Other Public Services	10,000.00	36.40
Economic Development	37,943.26	36.30
County Tax	789,060.79	100.00
Sewer	373,887.89	35.70
TOTAL GENERAL FUND	5,895,595.24	
TOTAL SEWER FUND	373,887.89	



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, October 2020

DATE: November 6, 2020

October is always a transition month for both programming and park maintenance for our department. We are wrapping up all the sports from the fall and preparing for the winter. We collect equipment, uniforms, take inventory and put away for the following year. This is the time of year when we prune, clip and mow for the last time, and start to put our gardens to bed for the winter. We performed well, and our volunteer coaches as well as our parents and athletes all deserve a lot of credit for getting thru this fall season with no incidents.



Lee Huston, our Seasonal maintenance staffer ended his employment on Oct 28. Lee was a powerhouse employee making picnic tables for Moxie plaza, and putting up guardrails around MTM Park. He enjoyed working for the town of Lisbon as much as we enjoyed his help!

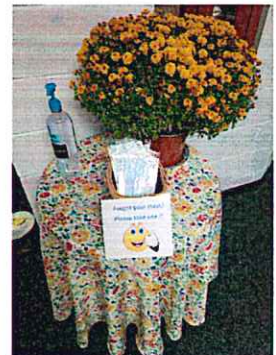
Brett, along with Randy, Jordan and I cleaned up the Moxie Plaza during the final week of October.



Aline kept her meals rolling out to the public during the month of October.

Jordan is still working on replacing and marking trails at Beaver Park. This will be an ongoing project for the foreseeable future.

We keep doing what we do with staying on top of the CDC requirements to keep our folks safe!





Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Interim Chief of Police

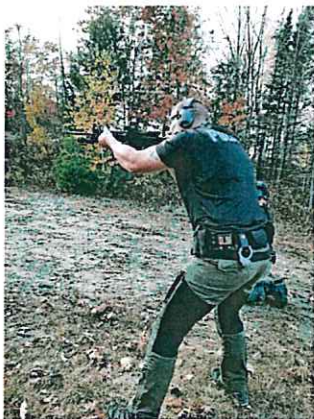
October 2020 Report to Council

Police Department

The Lisbon Police Department has had a busy month in October between calls for service and training. We implemented 19 new standard operating procedures for the Communication Center to reduce liability and enhance efficiency within the Com Center.

Also, all sworn officers completed an extensive firearms training program that included both daytime and night courses of fire. The purpose of training during the day, and at night, is to ensure that the training is as realistic as possible for the conditions the officer will face. All sworn Lisbon Officers this past month also underwent Use of Force Training, as well as Implicit Human Bias training through Dirigo Training LLC.

Here are a few photos from our recent firearms training during the daytime and nighttime hours.



The bidding process was completed for a new Ford Interceptor cruiser, and we expect to receive the new cruiser in November from Quirk Ford Augusta who won the bid.

In the month of October, the requests for police assistance totaled **1253 calls**. There were a total of **17** motor vehicle crashes and **232** motor vehicle stops conducted during patrol shifts and directed traffic enforcement details. There were a total of **83** investigations initiated, and **30** individuals were arrested or charged with criminal violations.

These Criminal Investigations and/or arrests this past month include, but are not limited to the following: DOMESTIC VIOLENCE ASSAULT, ASSAULT, UNLAWFUL SEXUAL TOUCHING, TERRORIZING, THEFT, THEFT BY DECEPTION, CRIMINAL MISCHIEF, DRIVING UNDER THE INFLUENCE, MINOR CONSUMING LIQUOR, CRIMINAL TRESPASS,



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Interim Chief of Police

VIOLATING CONDITION OF RELEASE, BURGLARY, VIOLATION OF PROTECTIVE ORDER, KEEPING DANGEROUS DOG, KEEPING UNLICENSED DOG, LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT, PASSING STOPPED SCHOOL BUS (Criminal), DRIVING TO ENDANGER.

There were also 16 investigations that were not criminal in nature, and the more serious investigations included Mental Health Crisis calls, Attempted/threatened suicide calls, Unattended/Sudden deaths that were investigated.

Included in those calls for service this past month, was the evacuation of the Lisbon High School for a threat that was received during the school day. The Lisbon Police Department, working in conjunction with the school department, safely evacuated the high school. Lisbon Officers were called in to assist in the investigation at the scene. Outside agencies were also utilized during this time, including the Maine State Police Explosives Unit, who conducted a search of the Lisbon High School. The juvenile who was responsible for the threat was taken into custody that evening by Lisbon Police Investigators.

Thank you,

Ryan McGee

Interim Chief of Police

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR
SUBJECT: OCTOBER 2020, MONTHLY REPORT
DATE: NOVEMBER 4, 2020

Public Works – In the month of November, Investigated and actioned on resident and dispatch calls for potholes, ditching and drainage issues as well as policing up trash and deceased animals. Did curbing on Andrea St, Memorial St and also did town office with curb machine. Fixed generator door at police station. Cleaned tops of catch basins. Dug holes filled with cement for kiosk at Graziano parking lot. Prepped and paved memorial St. Did ditching work on Deschene and installed a culvert. Worked on ditching project for Town Office building. Worked at Worumbo dumping loads for the grader and prepping cement for new fence. Started putting head gears on dump trucks for winter. Installed a cement pad for Composting project at transfer station and ordered material for the roof. Employees had annual hearing test. Worked on bad trench on Bartholomew St. Paved a driveway apron on Summer St. Opened up Main St.

Mechanic continued working on vehicles/equipment to ensure inspections were completed and safe for operation and also had assistance from 1x employee. Also assisted the transfer station by covering down as needed.

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.

<u>Item</u>	<u>Tonnage</u>
Single Stream	6.4
Trash	231.63
OBW	50.5
Wood	25.9
Brush	22.75
Compost/ leaves	23.2
Freon	104 units

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER
FROM: STEVE AIEVOLI
SUBJECT: OCTOBER 2020 MONTHLY REPORT
DATE: NOVEMBER 3, 2020

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

- Shutdown the Sodium Hypo-Chlorite disinfection system
- Centrifuge issue. A bearing in the scroll motor section of the gear box failed. Parts have been ordered
- New opener installed on one of the Headworks Building doors
- Cut Brush on the Huston Street cross country line
- The rebuilt pump for septage receiving was received and installed
- Repaired the pavement at a manhole on the walking path
- reconfigured the piping on the Headworks building sump pump
- One of the Headworks building garage door openers is down. A replacement has been ordered.
- Adjusted the brushes on the Headworks building screen

Please contact me if you have any questions.

NOVEMBER 2020 MONTHLY REPORT TOWN CLERK & ELECTION DEPARTMENT

ELECTION

We received State and Local ballots and verified the number received. We removed some for testing and then resealed the boxes. Absentee and regular ballots were tested. Supply boxes were stocked. We emptied green and blue ballot transfer containers and pack up the previous ballots into cardboard boxes for destruction according to the schedule. We printed the incoming voting list and public view copy. Tally sheets were prepared for the wardens. We notified party chairs about our absentee processing times.



Picture from August 2020 Primary Election w/ Verla Brooks

Public Works delivered the materials; staff set up the polling place and tore down the booths. Public Works put the signs out on Election Day and brought them back in.

Election Officials were sworn in that morning, the results were tallied that night, and the minutes were completed for Council to ratify.

We batched absentee ballots as they came back, attached the absentee application to the ballot envelope, and processed them on October 27, October 31, and at the polling place Election Day. Absentee ballots were verified against the voter list, inspected for signatures, and envelope initialed before it was checked off the voting list and put through the machine. There were absentees returned at the polls on Election Day as well to process.

Voter registration cards arrive weekly from motor vehicle. Approximately 50 voters moved out of town so cards were pulled and deleted in CVR. 195 changed status and/or addresses within our town. We added 473 new voters as of November 2. We issued 3,181 absentees, 21 to military and overseas residents, 2,973 have been returned as of November 2, 2020.

A huge "thank you" goes to Randy Cyr and his awesome staff for all their help with moving materials on set up day and after the Election. In addition, a huge "thank you" goes to the Election Volunteers who dedicate their time to this process and a job well done on everyone's part.

TOWN CLERK

The 2021 *Dog licenses* are in and are being sold. A Rabies Clinic will not be held this year.

Business Licenses were processed along with Games of Chance applications. Council agendas and electronic packets were prepared and posted. Planning Board minutes were transcribed. Monthly dog and vital record reports were prepared and checks will be mailed soon. Minutes of Council Meetings were transcribed, posted on the website, and at Clerkbase. Several vital record requests were received and processed.