



**AGENDA
COUNCIL MEETING**

MARCH 16, 2021

BY ZOOM

(View on Website – Live Video Stream/Town Hall)

7:00 P.M.

Town Council

Allen Ward, Chair
Don Fellows, Vice Chair
Norm Albert
Jeffrey Ganong
Kasie Kolbe
Fern Larochelle
Mark Lunt

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
 - ___ Councilor Albert ___ Councilor Fellows ___ Councilor Ganong ___ Councilor Kolbe
 - ___ Councilor Larochelle ___ Councilor Lunt ___ Councilor WardTown Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA
 - 2021- 56 ORDER –
 - A. Municipal Accounts Payable Warrants – \$ 214,210.89
 - B. Municipal Payroll Warrants – \$
 - C. School Accounts Payable Warrants– \$270,960.99
 - D. School Payroll Warrants – \$ 743,670.25
 - E. March 2 & March 9, 2021 Council Meeting Minutes
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
 - 2021-57 ORDER – Crest Avenue Sewer Project Bid Award
 - 2021-58 ORDER – Apply to DEP for Sewer Project Funding
 - 2021-59 ORDER – Municipal Budget Presentation
 - 2021-60 ORDER – Solicit Bids for Paving Projects
 - 2021-61 ORDER – IT Managed Services Bid Results
 - 2021-62 ORDER – AARP Community Challenge Grant Application
 - 2021-63 ORDER – Request funding through Maine Community Foundation’s Scale up Grant
 - 2021-64 ORDER – Solar Array Moratorium Emergency Ordinance
 - 2021-65 ORDER – Tax Acquired Bid Award
8. OTHER BUSINESS
 - A. Council Committee Reports:
 1. School (Councilor Albert)
 2. Planning Board (Councilor Fellows)
 3. LDC (Councilor Larochelle/Albert)
 4. Conservation Commission (Councilor Ward)
 5. Recreation (Councilor Albert)
 6. County Budget (Councilor Ward)
 7. Library (Councilor Lunt)
 8. Water Commission (Councilor Fellows)
 9. Finance Committee (Councilor Albert)
 - B. Town Manager's Report
 - C. Department Head Written Reports
9. APPOINTMENTS
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
13. ADJOURNMENT
 - 2021-66 ORDER – To Adjourn

**To comment on Public Hearings, Audience Participation and Audience Participation & Response New Items,
email award@lisbonme.org the Chair prior to or during this meeting.**

SUMMARY OF LISBON COUNCIL MEETING RULES

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

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

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



Town of Lisbon

Diane Barnes
Town Manager

Town Council

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

MEMO

To: Town Council

From: Diane Barnes, Town Manager

Subject: Recommendations

Date: March 16, 2021

Agenda Item 2021 – 57 Crest Avenue Sewer Project Bid Award

On March 8, 2021, bids were opened for the Lisbon Crest Avenue Main Replacements project. Six bids were received as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>Base Bid</u>
<u>Aceto & Sons Earthwork LLC</u>	<u>Lisbon, Maine</u>	<u>\$89,521.50</u>
<u>St. Laurent and Son Inc.</u>	<u>Lewiston, Maine</u>	<u>\$97,435.00</u>
<u>C.L.H. & Son Inc.</u>	<u>Auburn, Maine</u>	<u>\$121,894.40</u>
<u>R Labbe & Sons Inc</u>	<u>Brunswick, Maine</u>	<u>\$131,095.00</u>
<u>Longchamps & Sons Inc.</u>	<u>Lisbon, Maine</u>	<u>\$244,664.40</u>
<u>Pratt and Sons Inc.</u>	<u>Mechanic Falls, Maine</u>	<u>\$334,170.00</u>

The low bidder is Aceto & Sons Earthwork LLC. Attached please find a copy of the bid tabulation and the low bid from Aceto & Sons. We have not worked with this firm before, so we requested references. Those that we contacted stated that Aceto is a good firm to work with, they have ample equipment, and have worked on sewer utilities before. Based on this, we have no reason to recommend awarding the project to a higher priced bidder.

Their quoted price of \$89,521.50 is close to the construction estimate of \$89,000 which was noted in our letter of August 3, 2020. We had included \$15,600 of construction contingency in that estimate due to the unknown location of the force mains and possible extra impact to the pavement, and recommend that the Town reserve those funds for the project in case they are needed.

Recommendation

To award the Crest Avenue Sewer Project Bid to Aceto & Sons Earthwork LLC in the amount of \$89,521.50.

Agenda Item 2021 – 58
Apply to DEP for Sewer Project Funding

Olver Associates prepared for the Town September, 2016 identified a number of sanitary sewers which are in poor condition and require attention. A first phase of sewer repairs was completed in 2019, and a second contract will be completed in 2021. Both of these projects, as well as the Main Street MDOT related sewer work and the Davis Street Pump Station and Chlorine Contact Tank Expansion projects are funded by the \$ 9 million dollar USDA Rural Development grant/ loan package that the Town voted to accept in 2017.

While these projects are an excellent start to addressing needs related to the sewer system and wastewater treatment plant, more projects will be necessary. The Maine Department of Environmental Protection (DEP) is urging the Town to start planning for additional projects. There are two projects under discussion which would both satisfy the DEP's request to continue addressing the condition of the sewers, while also addressing MS4 goals as they in the watershed of Alder Brook, which DEP considers an impaired stream.

The attached map shows the locations of the projects in the labeled boxes, and updated costs estimates in 2022 dollars are attached. The Huston Street Extension (Cross to East) project includes reconstruction of 1200 feet of poor condition pipe and has an estimated cost of \$ 890,000. The Hinkley Street Cross county sewer project includes lining of 3600 liner feet of 10" pipe, which restores its structural integrity and reduces leaks, and has an estimated cost of \$ 585,000.

The DEP is now soliciting applications for their low interest loan program which includes a grant component. These are due April 2. There is also talk of an infrastructure funding program (stimulus) funding that DEP will soon be offering. We suggest that the Town apply for funds, and if the offer is not favorable, there is no obligation to accept the funds.

Recommendation

To authorize the Town Manager permission to submit an application for DEP Sewer Project Funding for their low interest program.

Agenda Item 2021 – 60
Solicit Bids for Paving Projects

I, Randy Cyr, am requesting to send RFP for paving at the earliest possible date. The following streets and roads requested for paving are as followed:

STREET NAME	LINEAR FEET	MILES
Josephine St	10,618	2.01
Merrill	450	0.09
Bonifide	1,320	0.25
Fillion	2,690	0.51
Hinkley	1,035	0.20
Parillo	1,320	0.25
Vining (Royal to 2 nd)	5,400	1.02
Charity	1,360	0.26
Edgecomb (Stable Rd to dirt section)	1,000	0.19
Earle St Ext (All)	234	0.04
Wagg (All)	21,636	4.10

Recommendation

Authorize the Town Manager and Public Works Director to solicit bids for the FY 22 paving projects

Agenda Item 2021 – 61 IT Managed Services Bid Results

The following bids were received and publically opened:

Winxnet DBA Logically
63 Marginal Way
Portland ME 04103

Outsourced Managed Services (Annual)	\$47,400
Secure Care Next Generation Security (Annual)	\$18,120
Managed Backup & DR (Annual)	\$ 9,480
Onboarding one-time	<u>\$ 8,000</u>
	\$83,000

Project Hourly Rates \$125-\$195

Burgess Technology
6 Oak Grove Ave.
Bath, ME 04530

Option 6/3-yr Contract

Bizguard Guardian Managed Service Plan	\$50,820	\$60,408
Barracuda Appliance Managed Backup Costs	\$ 9,000	9,000
Burgess Anti-Virus \$154 per month 77 Devices	\$ 1,848	1,848
Hosted Anti-Spam/Email Protection Costs		
(\$340 for 68 mailboxes)	<u>\$ 4,080</u>	<u>\$ 4,080</u>
	\$65,748	\$75,336

\$140/hour for all work during regular hours except Consulting

\$140/hour for Consulting

\$280/hour for Emergency after hours work

I also asked for pricing on options to have a technician on site weekly, bi-weekly and monthly. I also asked for pricing on a 3-year contract. Below are the results:

BizGuard Guardian to include (1) 8 hour pre-scheduled technician onsite monthly would be \$5,299 monthly without the 5% discount or \$63,588 annually.

BizGuard Guardian to include (1) 8 hour pre-scheduled technician onsite bi-weekly would be \$6,540 monthly without the 5% discount or \$78,480 annually.

BizGuard Guardian to include (1) 8 hour pre-scheduled technician onsite weekly would be \$8,603 monthly without the 5% discount or \$103,236 annually.

A 3-year contract would give us a 5% discount on the Guardian package and during the term of the 3-year contract, the monthly fee would remain the same.

We are currently paying \$52,320 for the above services. This amount was going to increase to \$116,780 if we continued contracting with our current vendor. I believe \$65,748, that does not include a monthly onsite technician is a reasonable price for the services that will be provided. This amount would further be reduced by \$2,541 with a multi-year contract for a total of \$63,207. I believe it would be beneficial to have someone onsite monthly to complete scheduled work that is outside the scope of the managed service plan. This work includes setting up new computers and printers etc.

References were provided and those that we contacted stated that Burgess Technology was very good to work with.

Bid packets were sent to the following:

API Technology, Gardiner, ME
BEK, Inc., Brunswick, ME
Maine Total Technology, Gorham, ME
Round Table Technology, Lewiston, ME
Symquest, Lewiston, ME
Systems Engineering
Maine Technology Group, Winslow, ME
Winxnet DBA Logically, Portland, ME
Network Knowledge, Inc., Lewiston, ME

Recommendation

Accept the Bid from Burgess Technology in the amount of \$75,336 and allow the Town Manger to enter into a 3-year contract for IT managed services.

Agenda Item 2021 – 62 AARP Community Challenge Grant Application

The AARP Community Challenge program provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications are accepted for projects to improve public spaces, housing, transportation, civic engagement, coronavirus recovery, diversity and inclusion, and more.

The Town of Lisbon's Police, Public Works, Parks and Recreation, and Economic and Community Development Departments have teamed up to develop a project to improve pedestrian safety and mobility in Lisbon's village areas. The collaborative project will include the installation of a permanent raised speed table on School Street to slow vehicle traffic near the MTM Center, the purchase and installation of 12 in-street crosswalk signs to enhance pedestrian safety, and community engagement through celebratory painting of the crosswalks during summer 2021.

The proposed project will assist Lisbon residents and visitors of all ages to safely access the MTM Center, local trails, parks, Grazi Square, and village businesses.

The budget for the proposed projects is \$22,500. No matching funds are required. The application is due April 14th and awards are announced in June 2021. Public Works has the capacity to complete the project as proposed and Lisbon's Police Department has endorsed this project as a top public safety priority.

On behalf of Police, Public Works, and Parks & Recreation Departments, we respectfully request Council approval to submit an application to AARP for \$22,500 for the village areas pedestrian improvement and safety project, and if the grant is awarded to implement the project as proposed.

Recommendation

To approve submitting an application to AARP for \$22,500 for the village areas pedestrian improvement and safety project, and if the grant is awarded to implement the project as proposed.

Agenda Item 2021 – 63
Request funding through Maine Community Foundation's Scale up Grant

The Maine Community Foundation's (MCF) Start Up Scale Up Grant Program invests in nonprofit organizations and projects that help start up new businesses or help grow existing businesses. This includes but is not limited to "incubator" and "accelerator" programs and collaborative workspaces such as "makerspaces" or "coworking" spaces. By supporting innovation and entrepreneurship, these organizations and projects help support Maine people, contribute to community vitality, and help grow Maine's economy.

The Town of Lisbon was selected by MCF as an Entrepreneurship Ecosystem (EE) pilot community in 2020. The local planning phase for Lisbon's entrepreneurship initiative has been completed and the implementation phase of the programming is underway. The Town Council approved a proposed budget and project list during their meeting on March 2, 2021, including a budget of \$47,500 to advance development of an entrepreneurial hub in a village area of Lisbon.

As currently envisioned, development of the local entrepreneurial hub will include revitalization and upgrades to an underutilized building in a visible, high-traffic area of Lisbon. Pending additional analysis and planning support from Main Street America via the entrepreneurship grant, the hub will include a commercial kitchen, event and community space, a co-working space for entrepreneurs and remote workers, and/or a maker space for hands-on projects.

Development of the Lisbon entrepreneurial hub is a good fit for the funding priorities of MCF's Start Up Scale Up program. To develop and sustain the entrepreneurial hub, additional funding will be required.

Therefore, we respectfully request Council approval to submit an application to MCF for \$25,000 under the Start Up Scale Up program to advance development of the Lisbon entrepreneurial hub.

Recommendation

To approve submitting an application to MCF for \$25,000 under the Start Up Scale Up program to advance development of the Lisbon entrepreneurial hub.

Agenda Item 2021 – 65
Tax Acquired Bid Award

Letters were sent out to the abutters of R09-050, Littlefield notifying of the Town's intent to sell the property.

The following bids were received and publically opened:

Michael J. Daley	\$700.00
76 Littlefield Road	
Lisbon, ME 04250	

Recommendation

Accept payment of \$700 from Michael J. Daley and deposit the funds into the Sale of Town Owned Property reserve account and authorize the Town Manager to issue a quit claim deed without warranties to Michael J. Daly.

Agenda Date: 03-16-2021

Date	Brenda Martin	Municipal Accts Payable
3/11/2021	3102021	\$ 9,493.07
3/16/2021	3162021	\$ 204,717.82
		<u>\$ 214,210.89</u>

Date	Megan Lavigne	Municipal Payroll Warrants
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Date	Louise Levesque	School Accts Payable
3/12/2021	2118	\$ 270,960.99

Date	Eva Huston	School Payroll Warrants
3/12/2021	1094	\$ 12,416.16
3/12/2021	1095	\$ 112.80
3/12/2021	1096	\$ 351,879.43
3/16/2021	1097	\$ 365,114.63
3/16/2021	1098	\$ 14,147.23
		<u>\$ 743,670.25</u>



TOWN COUNCIL MEETING MINUTES MARCH 02, 2021

Normand Albert 2021
Kasie Kolbe 2021
Allen Ward 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022
Fern Larochelle 2023

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, Lunt, Larochelle, Ganong, and Fellows. Councilor Kolbe was absent. Also present were Diane Barnes, Town Manager; Mark Stevens, Parks and Recreation Director; Brett Richardson, Economic and Community Development Director; Jared Blake, Dispatcher/Communications Center; Ryan McGee, Police Chief; Renee Bernard, Patrol Officer/SRO, Richard St. Amant, Detective; Pauline Pelletier, Finance Department/Collections Clerk; Jeff Cooper, ACO; and Elwood Beal a retired Public Works employee; along with 3 other citizens in the audience.

VOTE (2021-44A) Councilor Albert, seconded by Councilor Larochelle moved to excuse Councilor Kolbe's absence. **Order passed – Vote 6-0.**

GOOD NEWS & RECOGNITION

The Chairman called Elwood Beal to the lectern and presented him with a Certificate of Appreciation Award for his 30 years of service to the Town of Lisbon serving as a laborer, Foreman, Interim Public Works Director, and Operations Manager. He said it is praiseworthy to note that Mr. Beal served in many different capacities while dedicating his entire career to public service. Mr. Beal thanked the Council.

The Chairman read the names of all Lisbon's full-time employees receiving recognition as follows:

A. EMPLOYEE SERVICE AWARDS

5 Year Service Awards Go To:

Diane Barnes	Town Manager	
Jared Blake	Communications Center	Dispatchers
Dennis Douglass	Code Enforcement	Code Enforcement Officer
Megan Lavigne	Town Manager's Office	Admin/Assistant HR, Tax, Treasurer
Claudia Lemieux	Library	Circulation Aide
William Meakin	Library	Children's Librarian
John St. Amant	Public Works	Driver/Operator

10 Year Service Awards Go To:

Stephen Aievoli	Treatment Plant	Superintendent
Glenn Darby	Police Department	Patrol Officer
Kathleen Malloy	Assessing	Assessor
Brenda Martin	Finance	Accounts Payable Clerk
Marcel Obie	Transfer Station	Operations Manager
Andrea Tapley	Police Department	Administrative Assistant

15 Year Service Awards Go To:

Renee Bernard	Police Department	Patrol & School Resource Officer
Steven Dickinson	Communications Center	Dispatchers
Shawn Kelly	Police Department	Patrol Officer
Ryan McGee	Police Department	Police Chief
Cynthia Medlen	Library	Circulation Aide
Daniel Poisson	Public Works	Foreman
Shellie Reynolds	Water Department	Business Manager

20 Year Service Awards Go To:

Jeffrey Cooper	Animal Control	Animal Control Officer
Nathan LeClair	Fire Department	Fire Chief
Jeffrey Picard	Police Department	Sergeant
Jason St. Pierre	Police Department	Sergeant

25 Year Service Awards Go To:

Pauline Pelletier	Finance/Tax Department	Collections Clerk
Mark Stevens	Parks & Recreation Dept	Director

30 Year Service Awards Go To:

Twila Lycette	Town Clerk/ Election Dept	Town Clerk/Voter Registrar
Diane Nadeau	Library	Director

35 Year Service Awards Go To:

Richard St. Amant	Police Department	Detective
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Library DepartmentPart-timers with 10 Years of Service:

Candace Williams, Custodian

Fire DepartmentPart-timers with 5 Years of Service:

Joshua Dubois, Firefighter	Ryan Robitaille, Firefighter
Scot Therrien, Firefighter	Kevin Lerette, Firefighter
Thomas McGrath, Firefighter	DJ Judd, Firefighter

Part-timers with 10 Years of Service:

Alex Kazimer, Firefighter	Eric Watson, Firefighter
Chad Pelletier, Firefighter	Joseph Robitaille, Firefighter
Jimmy Berube, Firefighter	Jeffrey Carr, Firefighter
Adam Kazimer, Firefighter	Jeremy Williams, Firefighter

Part-timers with 15 Years of Service:

Ryan Guay, Firefighter	Leland Gamache, Firefighter
Thomas Wrobel, Firefighter	Ronald Ouellette, Firefighter

Part-timers with 20 Years of Service:

Charles Thompson, Firefighter	James Lemieux, Firefighter
Johnathan Adams, Firefighter	

Part-timers with 25 Years of Service:

Leo Hewes, Firefighter

Part-timers with 35 Years of Service:

Dana Adams, Firefighter

Part-timers with 40 Years of Service:

Robert Robitaille, Firefighter

Other DepartmentsPart-timers with 5 Years of Service:

Lisa Ward, Emergency Management Director

Parks & Recreation DepartmentPart-timers with 5 Years of Service:

Traci Beaulieu, Bus Driver
Barry Pomerleau, Coach
Jennifer Perron, Coach
Christopher Kates, Coach
David Novaria, Coach
Jennifer Novaria, Coach

Linn Morin, Instructor
Tonia Keating, Instructor
Julie Collins, Program Supervisor
Karen Durisko, Program Supervisor
Steven Martin, Camp Counselor
Amanda Martin, Camp Counselor

Part-timers with 10 Years of Service:

Jolene McKay, After School Program
Julie Petrie, Camp Counselor
Kristie Feely, Camp Counselor

Joseph Normand, Custodian of Town Buildings
Aline Strout, Senior Coordinator for Parks & Recreation

Part-timers with 15 Years of Service:

Anthony Russo, Referee

Part-timers with 25 Years of Service:

Stephanie Doughty, Custodian

Part-timers with 30 Years of Service:

Irene Tobin, Bus Driver

Part-timers with 40 Years of Service:

Priscille Allard, Bus Driver

Police DepartmentPart-timers with 5 Years of Service:

Melissa Kelly, Dispatcher at the Communications Center
John Chonko, Dispatcher at the Communications Center
Andrew Levesque, Reserve Officer at the Police Department
Tiffany Libby, Reserve Officer at the Police Department
Glen Brushwein, Reserve Officer at the Police Department

Part-timers with 20 Years of Service:

Mark Bingellis, Reserve Dispatcher

Town Clerk & Election DepartmentPart-timers with over 5 years but less than 10:

Victoria Baldwin-Wilson, Election Clerk & Deputy Registrar
Mary DeGroft, Election Clerk
Bertrand Levesque, Election Clerk
Richard Roberts, Warden

Part-timers with over 10 years:

Jody Durisko, Election Clerk
Linda Douglass, Election Clerk
Jane Fellows, Election Clerk
Robert Jordan, Election Clerk

Katherine Church, Election Clerk/Deputy Registrar
Jo-Jean Keller, Election Clerk
Sheila Gray, Election Clerk

Part-timers with over 15 years:

Anita Fournier, Election Clerk/Deputy Warden

Part-Timers with over 20 years:

Gwen Michel, Deputy Registrar
Karen Hanlon, Election Clerk

Peggy Ganong, Election Clerk
Lorraine Dunn, Election Clerk

Part-Timers with over 25 years:

Dona Stewart, Election
Monique Gayton, Election Clerk

Councilor Ward thanked each of these employees for their time and devotion to the Town of Lisbon making everything run smoothly.

PUBLIC HEARINGS

A. AMEND CHAPTER 10. BUSINESS LICENSES ARTICLE IV. ITINERANT VENDORS, SECTIONS 10-253 & SECTION 10-259

Councilor Ward opened the public hearing. Councilor Ward invited the public to comment by emailing award@lisbonme.org; no comments were received. The Chairman closed the public hearing.

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

Councilor Ward opened the agenda item. The public was invited to comment by emailing award@lisbonme.org; He received an email, which he will read after audience members have spoken.

Peter Larochelle who lives on Frost Hill Avenue circulated some pictures to the Council. He spoke about his concerns with the Solar Farm Project going in on Frost Hill Avenue. He stated that there is an issue across the nation with Solar Farms popping up everywhere and nobody knows where these fit into communities and nobody has a lot of information on them. He said the State considers Solar Farms tax exempt. He said he built his house two years ago up high on the ridge. It has a beautiful view and now this proposed Solar Farm would be out in front of his window. He asked Council to consider a moratorium on Solar Projects until the town has more information on them, such as the impact on neighborhoods and where they belong in communities. He said that other towns counties in Maine are considering the same thing, including Monmouth, Knox, Mt. Blue, Madison, Farmington, Wilton, Blue Hill, Belgrade, Rockport, and Bangor, and was unanimously passed by all of them. He mentioned solar panels create blinding glares when the sun shines on them. He explained that observers see a direct reflection of the sunlight caused by a mirror like reflection from the panel surfaces that is similar to a reflection off from high polished steel, wet pavement, or water; a visual impact analysis could be done to measure this. He asked if one had been done for this project. He said that a large commercial project like this being installed in a limited residential zone should be looked into. He said it is going to have a huge impact on our Frost Hill neighborhood. He indicated that with the growing number of applicants for Solar Farms a moratorium should help give the town the time it needs to understand Solar Farms better.

Lisa McDougal circulated pictures to the Council of the proposed Solar Zone 1 area and stated that in the picture her house was listed as the Pelletier house. She said the Solar Farm would impact half of her property. She indicated she owns a two story house. They moved back to Maine after being gone for 37 years. She and her husband love Lisbon Falls and bought this house because it is set back from the road and has a nice prairie in the back with beautiful trees on her property with deer, fox, turkeys, and lots of wildlife roaming around as well. She works from home and that she would be able to see these Solar Panels from every window in her house. She explained she would not be able to go outside and enjoy the view. She said this is not fair to them. She indicated her property values would go down, which she's done some research on. She asked Council to support a

moratorium to allow more time to research whether there are other places this could be done, other land that's already been cleared.

The Chairman read into the record an email received March 2 from John L. Mynahan, Jr. regarding a Solar Farm Moratorium as follows:

Dear Council Members,

Thank you for the opportunity for me to be heard. I would be there in person, however, we have a positive COVID case in my home and I am unable to attend tonight's council meeting in person. I own the property at 93 Frost Hill Avenue. I want to express my hope for a retroactive moratorium for any pending or planned solar array or solar farms in our town. Specifically, there is a proposed 17.5-acre solar farm on 101 Frost Hill Avenue that is currently before the Planning Board pending approval. Although I am certainly not an appointed spokesperson for my neighbors, we are all in alignment that the proposed project should be placed on hold pending a vote by the taxpayers. Other municipalities have adopted similar retroactive moratoriums to give their respective communities an opportunity to be educated on what solar farms are, what they look like, how they operate, what effect they have on the local economy, and where they should be developed in the community. For reference, the town of Monmouth has recently adopted a retroactive moratorium and they have a large commercial solar farm that was in before its Planning Board, as well.

As it stands now, these companies can place these very large commercial structures in residential neighborhoods with no regard for the abutting property owners. I would like to argue that the following should be considered:

1. The size and scope of such a proposed commercial project is not appropriate for a limited residential zoned neighborhood. Under current zoning, these structures can be placed and developed unacceptably close to neighboring homeowners causing them great grief.
2. There was not, in our opinion an acceptable amount of time given to the abutting property owners regarding this proposal, therefore causing us to be greatly unprepared to properly voice our concerns other than the obvious visual aspect of how it affects us as property owners. There is much we need to learn about the impact of such a large scale project in a residential setting.
3. We also feel that the town itself is unprepared for these solar arrays or farms to be developed. More time needs to be given to the community so it can be decided where these large, commercial grade, utilitarian structures are to be developed. We should also be able to examine what the property tax/value implications should or could be for abutting property owners. It's been stated at the Planning Board hearing that property values would not be impacted – I would argue that there is a definite perceived loss in value if a homeowner decided to sell their home, and if potential buyers were to compare a similar home that does not abut a large scale and unappealing solar farm; there would be a clear disadvantage.
4. At the very least, if this specific Frost Hill project were to be approved, it should be revised so that the 10-acre southern section is moved back to a more northwestern section so that it lessens the impact felt by the abutting property owners on the eastern boundary. It is my understanding that the property owner on the northern boundary is a proponent of this project and has stated so, and the northwestern boundary is owned by the town. The current plan leaves this southern section in direct view and unacceptably close to the abutting property owners along the eastern boundary, the majority of which oppose this project.

Thank you for the opportunity to be heard. I hope that you will take this into consideration as it has long lasting effects on this community and ultimately, our very own neighborhood here on Frost Hill. Respectfully, John L. Mynahan, Jr.

CONSENT AGENDA

VOTE (2021-44) Councilor Larochelle, seconded by Councilor Albert moved to approve the following:

- A. Municipal Accounts Payable Warrants for \$ 251,506.79
- B. Municipal Payroll Warrants for \$ 197,034.82
- C. School Accounts Payable Warrants for 174,243.94

- D. School Payroll Warrants for \$ \$358,072.94
- E. Council Meeting Minutes for February 16, 2021 and
- F. The Temporary Road Postings – which includes authorization to adopt the MDOT State Rules in Chapter 308 for local roads and authorize the Temporary Road Closures for:

Bowdoinham Road
Burrough Road
Edgecomb Road
Ferry Road
Fisher Road
Gould Road
Hudon Road
Keay Road
King Road
Littlefield Road
Mill Street
Moody Road
Pinewoods Road
River Road and
Summer Street, along with
Wing Street and Webster Road, which are posted year around

Order passed - Vote 6-0.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

SOLAR FARM DISCUSSION

COUNCILOR COMMENTS: Councilor Larochelle stated he had received concerns from citizens regarding the Frost Hill Solar Farm project. He indicated he suggested they go to the Planning Board meeting. He said they attended the Planning Board meeting and still have concerns so they asked him if they could present their concerns at tonight's Council Meeting. He asked Mrs. Barnes if she had a chance to speak with legal to see what our options were.

Mrs. Barnes said she did speak to Attorney Stockford who indicated the Council could treat this issue the same way they treated the Medical Marijuana Ordinance by enacting an emergency moratorium ordinance. They just need to work on the language and then present it at the next meeting if that is the direction the Council wants to go.

Councilor Fellows said he does not disagree with the moratorium, he said there is not a zone in the whole zoning ordinance that addresses specifically Solar Farms or Solar at all. He mentioned this is something the Planning Board needs to address. He asked whether or not the Council could adopt an emergency moratorium that would effect those applications already filed with the Planning Board for Frost Hill and/or filed and approved for Mill Street.

Mrs. Barnes reported Attorney Stockford said the case that had already been approved by the Planning Board on Mill Street could fall under the emergency moratorium as long as the town has not issued any permits, which we haven't. That would mean that all projects so far could be placed on hold while the moratorium is in effect, which would include the one that was already approved by the Planning Board and no one could act until the Council decided what to do during the moratorium.

Councilor Lunt said Council would be risking a lawsuit, because the Planning Board issued an approval and the town would be denying the permits despite their obtaining Planning Board approval. He said the town just should not retroactively change the law.

Councilor Albert said that there may be something in the appeals process that would allow citizens who spoke tonight, to be able to, upon appeal, go back and say here's why we believe this doesn't fit and should not have been approved; there is an appeal process for after approval. If that approval overturns, then that would open the door for the Council to put a moratorium in place and then we could go back to the drawing board. This would keep the integrity of that process sound. He suggested the Council Chairman and Planning Board Chairman meet to talk

this through. He recommended letting the folks who came tonight know that there are options in place and that those options could be pursued.

Councilor Fellows, Council Liaison to the Planning Board, said he attended last week's meeting and heard these same comments from these same citizens tonight. He said he did not disagree with their point of view that it is valid, particularly when questioning zoning, but the owner's property rights have to be considered, as well. He explained that in a limited residential area a property owner could set up a subdivision by application on that very same property, not that this should be the case, but it could be the case and the Council would not have much leeway to refuse that, to the point of obstructing views and all that stuff. If you do not own the property, it is not your property to control the view on.

Councilor Ward asked Councilor Fellows if the zoning for commercial and residential neighborhoods was incomplete in our current ordinance. Councilor Fellows answered most commercial activity is prohibited in limited residential, but there is nothing in there that covers Solar. Councilor Ward said our ordinances would be incomplete, because there are no provisions for something like Solar that addresses commercial use in a residential neighborhood. Councilor Fellows said that if it is not in there, then it is prohibited; that's the wording right in front of the chapter.

Councilor Lunt pointed out that is why it is a good idea to develop an ordinance that deals with Solar Farms, and it would be a good idea to adopt an emergency moratorium to be able to develop that ordinance.

Councilor Ward asked Councilor Lunt to clarify whether he was advocating for a moratorium, but not making it retroactive. Councilor Lunt said he would support an emergency moratorium to give the town time to have the Planning Board create an actual Solar Ordinance. He said if completed quick enough, before Planning Board approval on this existing case on Frost Hill, then the town could avoid a legal issue on that one, but if Council makes it retroactive it will run into the project on Mill Street, which might turn into a legal matter.

Councilor Ward asked Councilor Fellows if he was of that same mind set. Councilor Fellows answered yes. He said it is not ethical to take an application on a project and then take it back.

Councilor Lunt pointed out the current project on Frost Hill has been tabled by the Planning Board and has not been approved yet. Councilor Fellows indicated the applicant stated they are willing to adapt the plan to make it work, even if it included other property.

Councilor Larochelle said that we should rely on Attorney Stockford's advice. He indicated he was in favor of a moratorium and it being retroactive. Attorney Stockford advises retroactive would be okay and the town would not be liable at all. He explained going through the Appeals Board process after it's been approved by the Planning Board and then having the Appeals board deny the appeal leaves landowners without a way to backup from there. At that point, we'll require our citizens to hire lawyers to meet the criteria of proving to the Appeals Board something wrong. This is not the place the town should put these people in.

Councilor Ward clarified with Councilor Fellows that the ordinance was incomplete for something like Solar, and said so the moratorium does make sense. Councilor Fellows said that's true.

Councilor Albert clarified that the Frost Hill project had not been approved. Councilor Fellows said it has not been approved. Councilor Albert said we know that the Planning Board has heard the same concerns we have heard and they will be reviewing the information in two weeks. Councilor Fellows said the Planning Board has 60 days to make a decision. Councilor Albert mentioned in the past when the Planning Board had a case similar to this, they weighed through all of that information. This is about understanding that we may have some deficiencies in our ordinances and if this project does not meet that criteria, they cannot move forward.

Councilor Fellows reminded them that once the application has been accepted as complete, then that puts us in a different game.

Councilor Larochelle asked Councilor Fellows, that as the Frost Hill application stands now, if they were to choose to not change anything about it, would there be any grounds for the Planning Board to refuse it, and if they did refuse, on what grounds would that be on. Councilor Fellows answered yes, and said the Planning Board can refuse it on the grounds they can't meet the conditions and those conditions are reasonable. Councilor Larochelle asked if the Planning Board could put on any condition they wanted. Councilor Fellows answered yes, as long as

they are reasonable. Councilor Larochelle pointed out this is not a conditional use area. Councilor Fellows said, no, but approval of a Solar Farm is conditional, it was applied for as a conditional use permit.

Councilor Albert indicated the situation is not so much about whether they don't favor this project, but that it is right up against their homes and that they are willing to consider the 17-acre Solar Farm in a different area on the 73-acre parcel. He pointed out that the Planning Board has the ability to shape what the company needs to meet to get a final approval. He indicated he would support a moratorium.

Councilor Fellows said the company is leasing this land for 20 years with an opportunity to extend it another 20. Councilor Larochelle asked what platform could be used, if the Planning Board met with the landowners, to come up with reasonable conditions. Councilor Fellows suggested the Planning Board hold another Public Hearing or hold a workshop not open to the public, but they could invite the applicant. Councilor Fellows recommended the Planning Board take all 60 days to work through it.

VOTE (2021-45A) Councilor Fellows, seconded by Councilor Ganong moved to establish a moratorium and not retroactively.

Councilor Albert suggested the Council allow this process to play out at the Planning Board level. He indicated he was in support of a moratorium that is retroactive. He mentioned it was important to protect the residential neighborhoods out of no fault of the landowners or the companies.

Councilor Larochelle explained that if Council votes now, there would be no aspect that the moratorium would be retroactive. Councilor Albert said that Councilor Fellows motion is going to take everything from this day forward.

Councilor Fellows asked Mrs. Barnes what Attorney Stockford meant about retroactive. Mrs. Barnes explained the attorney indicated the moratorium can be retroactive as long as any permits have not been issued. She said that the project that is before the Planning Board right now has not been approved, so if you adopt a moratorium, then it should cover that one.

Councilor Fellows said it would, but would the town get away with that legally. Councilor Albert clarified if Councilor Fellows was saying that if Council does do a moratorium from this moment forward, because we haven't issued a permit for the project on Frost Hill, so Frost Hill would fall under that umbrella.

Councilor Fellows answered no, that's what Mrs. Barnes said. He explained that there has already been an accepted application and that it would not be ethical to throw a moratorium into it, because there is a condition that could be met.

Councilor Larochelle asked if Councilor Fellow's motion would actually effect the project on Frost Hill and that it would fall under the moratorium at this point. Mrs. Barnes agreed it would.

Councilor Larochelle asked if the moratorium, whether it is retroactive or not, would still affect all the same projects so they wouldn't have to do a retroactive moratorium. Councilor Ward answered it could as Mrs. Barnes has stated that if there have been no permits pulled on the other projects then they'd fall under that moratorium.

Mrs. Barnes indicated Attorney Stockford could write it in a way that says it would only cover those pending and future projects, but not ones that have already been approved. Councilor Lunt said that we should be careful on how it's worded, because a project that's application has been accepted as complete is different from one that's been approved. Councilor Fellows said that accepted means its complete and that it should not fall under the moratorium.

Mrs. Barnes asked if Council had any issues with the Mill Street Project. Council unanimously agreed with none.
Order passed - Vote 6-0.

MAINE DOWNTOWN CENTER COMMUNITY ENTREPRENEURSHIP PILOT PROGRAM
REQUEST FOR PROPOSAL RESPONSE

Item taken out of order

INTRODUCTION: In March 2020, Mr. Richardson reported the Maine Development Foundation's Maine Downtown Center (MDC) and Maine Community Foundation (MCF) awarded an Entrepreneurship Ecosystem

Grant to the Town of Lisbon. The grant included a total of \$60,000 in funding plus technical assistance from Main Street America, a national organization focused on economic development through downtown revitalization.

Mr. Richardson said over the period of the last several months, ECD and local business owners and volunteers worked through a planning process led by Matt Wagner of Main Street America to identify opportunities to support entrepreneurship in Lisbon. The findings are detailed in a report, available on the Town webpage, titled, *Entrepreneurial Ecosystem Development – Findings and Recommendations*. He said based on needs identified in the *Findings and Recommendations* report, Lisbon's entrepreneurship community team identified short-term projects and long-term initiatives to prioritize for technical assistance and funding. These priorities include:

Technical Assistance

1. Market Analysis for key market drivers, with a special focus on the former Worumbo Mill site and Village Street
2. Pipeline Programming Design to map out calendar of events and programs to connect entrepreneurs with resources and opportunities

Funded Projects

1. Pipeline Program & Summer Events: The event series will create a marketing platform for local businesses, feature entrepreneur-focused event programming, and build social capital and near term momentum. A group of local entrepreneurs who have participated in the planning phase will take the lead in creating a packet of Moxie-focused collaborative marketing assets. The creation of the brand assets, including logos, a window decal, and web and social media applications, will represent an entrepreneur-led design process that will feed culture and build social capital. The entrepreneur-designed brand assets will create the aesthetics for a multimedia spring advertising campaign to promote the Summer Market Series and Lisbon's momentum to the broader region.
2. Develop of a place-based entrepreneurial hub that combines co-working, community, and pop-up retail space to address Lisbon's lack of start-up space and third spaces. An Entrepreneur Hub, with co-working space, a small commercial kitchen, short-term retail opportunities, and community space for pop-up markets and events, will address Lisbon's current shortage of third spaces, start-up space, entrepreneur-focused events, and social networking opportunities for entrepreneurs focused on business development. Funding will enable appropriate planning, coordination, design, space fit-up, and equipment purchases to launch the hub.

VOTE: (2021-47) Councilor Larochelle, seconded by Councilor Albert moved to authorize the receipt of \$50,000 from Maine Community Foundation and implementation of technical assistance and funded projects as planned and proposed by Lisbon's entrepreneurship community team and to pursue those projects. **Order Passed- Vote 6-0.**

MOXIE FESTIVAL

INTRODUCTION: Mr. Stevens recommended based on the current CDC guidelines that Council cancel the Moxie Festival. He suggested his team work within their means to provide smaller, "spread out" events over the summer that would meet the needs of our community. He said that the enthusiasm in our community is at an all-time low with festivals, schools, and events. He mentioned he has been working with Mr. Richardson on Moxie Plaza activities and the Summer Event Series to see what they can do in a safe way spreading things out. He explained they could not plan an effective safe parade or even a Friday night event, but they could do smaller events and monitor the number of people attending. He suggested having the Moxie 5k race at Beaver Park instead of on the road and that we call it something different. He suggested having the fireworks on the 3rd of July instead of on Moxie weekend and to market that only to our community instead of the entire New England area to minimize attendance.

COUNCILOR COMMENTS: Councilor Albert thanked Mr. Stevens, Mr. Richardson, and all the folks they worked with coming up with a very creative and robust calendar of well thought out Moxie themed and summer events spread out over a calendar period, allowing people to participate but being mindful of COVID guidelines. He said there's no way we could have the traditional Moxie Festival safely, but we can look toward to 2022 and maybe we will be able to kick that off again then. He said right now we can do a lot of cool things with what we have.

Councilor Ward said he looked to Mr. Stevens last year during this time, because his department was hit the hardest by having to pull the plug on the Moxie Festival. Back in May, he thought it was extremely cool to see a virtual fishing derby at Beaver Park. He said, don't tell me what we can't do, tell me what we can do. He explained we have good staff associated with these events and that he would not want to slow Mr. Steven's roll down. He made huge things happen last year and indicated Council supported it.

Councilor Ganong said based on our State's current vaccination rate of about 5,200 people a day; we should have vaccinated the entire state by the end of July. The Moxie Festival will be happening in July, which means 80% of the state will have been vaccinated based on the current CDC guidelines by then. The guidelines could look vastly different by summer. He suggested we could make a go of the Moxie Festival this year.

Councilor Ward explained that the town needs to be able to sell this to a community, which is a lot of work. Councilor Fellows agreed and suggested may be physically impossible to do all that vaccinating in time, plus people are not willing to commit right now.

Mr. Stevens indicated he would not suggest business sponsorships right now so they are not asking. Instead they are doing things they know pay for themselves with user fees or have already been funded like the fireworks.

VOTE (2021-45B) Councilor Ward, seconded by Councilor Fellows moved to cancel the 2021 Moxie Festival as traditionally run in years past, and to pursue other Moxie themed events. **Order passed - Vote 5-0. (Abstained: Ganong)**

AMEND CHAPTER 10, ARTICLE IV ITINERANT VENDORS, SECTIONS 10-253 & 10-259

Second Reading - Roll Call Vote Required

VOTE (2021-46) Councilor Fellows, seconded by Councilor Larochelle moved to adopt the following amendments to Chapter 10, Article IV Itinerant Vendors, Sections 10-253 & 10-259:

CHAPTER 10 – BUSINESSES ARTICLE IV. – ITINERANT VENDORS

...

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

- (a) Every license issued under this article shall be issued only for the following terms, subject to the corresponding fee. For terms and Application fees shall be: See Appendix C-Fee Schedule

Temporary stands (90 days or less)	\$75
6 months itinerant vendor	100
12 months itinerant vendor	150
1 week carnivals and festivals	200
12 month outdoor flea market	100
12 month indoor flea market	200
Public records checks	50.00

- (b) Municipal organizations, Lisbon Non-Profit School Groups, or agencies are exempt from fees in this section.

- (c) The town council may waive fees for charitable and non-profit organizations registered with the Secretary of State and in compliance with the Internal Revenue Service Code Section 501.

(T.M. of 5-20-1996, art. 18; Sel. Ord. of 2-18-2003, § 5.158; Sel. Ord. of 6-21-05, § 5.016; C.M. of 7-1-2014, V. 2014-118; C.M. of 7-7-2015, V. 2015-192; C.M. of 3-1-2016, V. 2016-55; C.M. of 2-20-2018, V. 2018-38)

...

Sec. 10-259. - Amendments.

The town council shall have the further power to adjust the fees and license requirements of this article as appropriate ~~after public hearing~~.
(T.M. of 5-20-1996, art. 18; T.M. of 5-15-2007, § 2007-068)

Roll Call Vote: Yeas- Albert, Lunt, Larochelle, Ward, Ganong and Fellows. Nays - None. Order passed-6-0.

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert said the School Budget presentation is next week, March 9, 2021 at 6:00 pm by Zoom and the Finance Committee will be attending.
2. Planning: Councilor Fellows said that the Planning Board is working on the Adult Use Marijuana land use table/ordinance, which is about ready to come forward to Council for approval. They are also working on Solar Farms.
3. LDC: Councilor Larochelle mentioned Mr. Richardson has been highlighting some of the information that has been going on at LDC meetings. They recently review the Worumbo renderings. They are working on the Entrepreneurship Grant that he presented tonight. If anyone has any questions on meetings, or activities coming up, they should reach out to him.
4. Conservation Commission: Councilor Ward said they held a virtual meeting on the 22nd and discussed their goals. They are working on logging, where to use the logging revenue, trail maps, and invasive species.
5. Recreation: Councilor Albert said that Moxie will not happen in the traditional form this year, but Mr. Stevens has a great calendar of events put together and that he is excited to see how that's going to take shape for the summer.
6. County Budget: Councilor Ward said he had nothing to report.
7. Library: Councilor Lunt said he had nothing to report.
8. Water Commission: Councilor Fellows said they meet next week at 5:30 pm.
9. Finance Committee: Councilor Albert said they put a pause on their regular monthly meetings through to the end of April so they can focus on working with Council at Council Budget Workshops.

B. TOWN MANAGER'S REPORT

Mrs. Barnes said she spoke with Mrs. Nadeau to find out what she had for fines due from 2004 to 2020. Mrs. Nadeau reported that there were only 220 red flag patrons. Twenty-one of them owe fines totaling \$322.20, which is pre-COVID. There are 129 patrons owing for lost or not returned books, totaling \$8,800. She said they don't owe that, but do need to return those books. She indicated COVID has not had an impact on fines really.

Councilor Larochelle asked if the Generator project at the Police Station was fired up on Monday as scheduled. Mrs. Barnes said they were not able to do the work due to the rain. They rescheduled to Friday morning at 7:30am so it will not affect the offices. Councilor Albert asked if the town has a maintenance contract for that so one of our own does not have to go out there every month to fire it up. Mrs. Barnes answered yes.

APPOINTMENTS

LISBON DEVELOPMENT COMMITTEE APPOINTMENTS

*2 Regular Members to 2024 and
1 Associate Member to 2024*

VOTE (2021-48) Councilor Larochelle, seconded by Councilor Ganong moved to re-appoint Zack Henderson a Regular Member to the Lisbon Development Committee to 2024. **Order passed - Vote 6-0.**

Councilor Ward asked Mrs. Lycette, Town Clerk, if there were any other vacancies that people can apply for. Mrs. Lycette said those that are interested and want to know which positions are open can go to our town website and click on Boards and Committees and then click on the link to our On Board program where the vacancies are listed. Applications are available online as well.

Mrs. Barnes thanked Mrs. Lycette for putting together all the Employee Service Awards. It was a lot of work and they really came out good.

COUNCILOR COMMUNICATIONS

Councilor Ward asked if they were going to move forward with the treatment on the rest of the sidewalk on Village Street. Councilor Fellows said that it is still covered so they will have to wait until the snow is gone. He will keep an eye on it. Councilor Ward asked to schedule a site walk on Village Street for April 6, 2021 at 6:30 pm with the Public Works Director. Mrs. Barnes said she would send Mandy Olver over to look at it next week.

Councilor Ward mentioned Mrs. Barnes has explored the first piece of pursuing IT with Roundtable. He said its cost prohibitive for the price on the headhunter for a temp. It was in excess of \$75,000 to \$80,000. Mrs. Barnes said we would be better off doing a direct hire through them and then paying a one-time fee. He said Option #2 would be the RFP, which Mrs. Barnes is pursuing as well. Mrs. Barnes said the bid opening for the RFP is next week and should be ready for the next meeting. She indicated she would start putting together a job description and soliciting for candidates as well.

Councilor Ward asked Mrs. Barnes to move the commitment on paving forward for the coming year so the Public Works Director can put that out to bid soon. Mrs. Barnes indicated she would put that on the next Agenda.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS

Councilor Ward opened the agenda item. The public was invited to comment by emailing award@lisbonme.org; no comments were received. The Chairman moved on to the next item.

EXECUTIVE SESSION

VOTE (2021-49) Councilor Fellows, seconded by Councilor Lunt moved to go into Executive Session at 9:05 PM per 1 M.R.S.A. section 405 (6) (A) Personnel Matters. **Order passed 6-0.**

The Council came out of executive session at 9:13 PM and resumed the meeting.

ADJOURNMENT

VOTE (2021-50) Councilor Ganong, seconded by Councilor Larochelle moved to adjourn at 9:13 PM. **Order passed – Vote 6-0.**

Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved: March 16, 2021



**TOWN COUNCIL
MEETING MINUTES
MARCH 9, 2021**

Normand Albert 2021
Kasie Kolbe 2021
Allen Ward 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022
Fern Larochelle 2023

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 (arriving at 6:12 PM), Kolbe (arrived at 6:05 PM), Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Kayla Tierney, Finance Director; Rick Green, Superintendent of Schools; Haley McCrater, Bookkeeper; Finance Committee members-Heather Ward, Noly Lopex, Curtis Lunt, and Dan Leeman.

GOOD NEWS & RECOGNITION - NONE

PUBLIC HEARING - NONE

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

Councilor Ward indicated he received one email from Cindy Schafer regarding the Main Street Closure. Ms. Schafer mentioned in her email that her group had collected over 450 signatures from citizens opposed to the closure wrote that downtown businesses deserve to be heard.

CONSENT AGENDA

VOTE (2021-52) Councilor Larochelle, seconded by Councilor Ganong moved to approve the following:

- A. Municipal Accounts Payable Warrants \$ 320,476.50
- B. Municipal Payroll Warrants - \$ 138,676.84
- D. School Payroll Warrants \$ 364,408.39

Roll Call Vote: Yeas – Lunt, Larochelle, Ward, Ganong and Fellows. Nays - None. Order passed - Vote 5-0.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

SCHOOL BUDGET PRESENTATION

INTRODUCTION: Dr. Green said he would be presenting the budget figures on the report dated March 8, 2021. He said the School Budget's overall increase in numbers is primarily centered around salaries and benefits. This preliminary budget maintains all existing programs and services. He said with over 325 people on our payroll, our average operating expenses increased this year in the amount of roughly \$550,000. As a result, the overall budget has an increase of 3% or \$543,802. The total budget, including Adult Education is \$18,215,334. He pointed out the total local fund amount including Adult Education is \$8,136,032 or a 7.6% increase over the prior year of \$577,457.

Dr. Green pointed out revenues are expected to total \$545,420, or be a 3.4% increase. He reported the state subsidy amount should be \$3,038,974 for the coming year.

Dr. Green indicated his office remained focused on their mission and vision and re-established a positive working relationship with all vested stakeholders within the Lisbon School Department and Community. They continue to prioritize program and facility improvements, as listed in their 5-year Capital Plan. Their goal continues to consider technology improvements and along with maintaining professional development time for staff.

Dr. Green explained that Council created a Capital Reserve Account in 2012, which has a balance of \$28,275 in it today. He indicated they use those funds for capital improvements throughout the year. He indicated approximately \$118,211 will be available from undesignated funds, which is similar to past budgets, however that

Dr. Green explained that Council created a Capital Reserve Account in 2012, which has a balance of \$28,275 in it today. He indicated they use those funds for capital improvements throughout the year. He indicated approximately \$118,211 will be available from undesignated funds, which is similar to past budgets, however that amount may end up higher because COVID-19 prevented some funds from being used. He mentioned they negotiated a one-year contract with all union groups at a 3% pay increase. He said staff was pretty impressive and our kids are in school 100 days here in Lisbon as compared to other communities at 75 days.

Dr. Green reported the middle school roof and 1970's wing at the Lisbon High School need replacing at some point soon. He said his department has been able to do 60% to 70% of the HVAC upgrades, replacing windows, installing air quality systems to increase protection, and so forth. He said that because of those upgrades they were able to open our schools back up sooner.

COUNCILOR COMMENTS: Councilor Larochelle said he was glad to hear Dr. Green is careful about creating cliffs where funds are available to lower budgets one year but not the next year. Councilor Ward pointed out that infrastructure improvements would pay off in the end.

Councilor Ward asked that Dr. Green get the School's paving list to the Public Works Director, Randy Cyr, to be included with the town's list of paving requests for proposals that is scheduled for Council approval at their next meeting. Dr. Green indicated Allen Ouellette would have those estimates.

Councilor Ward asked that questions from the Finance Committee and Council be directed to Dr. Green. He asked the Town Manager to create a group email for questions and answers. He suggested each member use that group contact list throughout the budget season.

Councilor Ward explained the budget when completed would be adopted by the Council on May 11th and that the School Budget Validation Referendum Election will be held on June 8 this year. Voters will have time to respond by absentee or on Election Day.

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS - NONE

B. TOWN MANAGER'S REPORT

Mrs. Barnes reported the municipal budgets should be finalized by tomorrow and Councilors can pick up their thumb drives then. She mentioned that warrants, including payroll warrants need signing as well.

APPOINTMENTS -NONE

COUNCILOR COMMUNICATIONS

Councilor Ward thanked the Finance Committee for everything that they are doing. He said this budget process now has greater depth with all the involvement.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS - NONE

EXECUTIVE SESSION - NONE

ADJOURNMENT

VOTE (2021-54) Councilor Fellows, seconded by Councilor Larochelle moved to adjourn at 7:03 PM.

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

OLVER ASSOCIATES INC.**ENVIRONMENTAL ENGINEERS**

March 10, 2021

Ms. Diane Barnes, Town Manager
 Lisbon Town Office
 300 Lisbon Street
 Lisbon, Maine 04250

RE: Lisbon Crest Avenue Main Replacements Project

Dear Diane:

On March 8, 2021, bids were opened for the Lisbon Crest Avenue Main Replacements project. Six bids were received as follow:

CONTRACTOR	LOCATION	Base Bid
Aceto & Sons Earthwork LLC	Lisbon, Maine	\$89,521.50
St. Laurent and Son Inc.	Lewiston, Maine	\$97,435.00
C.L.H. & Son Inc.	Auburn, Maine	\$121,894.40
Ray Labbe & Sons Inc.	Brunswick, Maine	\$131,095.00
Longchamps & Sons Inc.	Lisbon, Maine	\$244,664.40
Pratt and Sons Inc.	Mechanic Falls, Maine	\$334,170.00

The low bidder is Aceto & Sons Earthwork LLC. Attached please find a copy of the bid tabulation and the low bid from Aceto & Sons. We have not worked with this firm before, so we requested references. Those that we contacted stated that Aceto is a good firm to work with, they have ample equipment, and have worked on sewer utilities before. Based on this, we have no reason to recommend awarding the project to a higher priced bidder.

Their quoted price of \$89,521.50 is close to the construction estimate of \$89,000 which was noted in our letter of August 3, 2020. We had included \$15,600 of construction contingency in that estimate due to the unknown location of the force mains and possible extra impact to the pavement, and recommend that the Town reserve those funds for the project in case they are needed.

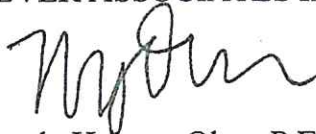
OLVER ASSOCIATES INC.

Ms. Diane Barnes, Town Manager
March 10, 2021
Page 2

Please let us know if you have any questions or need anything further at this time.

Very truly yours,

OLVER ASSOCIATES INC.

A handwritten signature in black ink, appearing to read 'Mandy Holway Olver', written in a cursive style.

Mandy Holway Olver P.E., Vice-President
Construction Services Manager

MHO/sb

1634/090

CC: Mr. Steve Aievoli, Superintendent

CREST AVENUE FORCE MAIN REPLACEMENTS

TOWN OF LISBON, MAINE

BID TABULATION

March 8, 2021

Item No.	Item Description	Est. QTY	Unit	Aceto & Sons Earthwork LLC Unit Price	Aceto & Sons Earthwork LLC Total Price	St. Laurent and Son Inc. Unit Price	St. Laurent and Son Inc. Total Price	C.L.H & Son Inc. Unit Price	C.L.H & Son Inc. Total Price
1	Temporary Erosion Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 6,650.00	\$ 6,650.00	\$ 8,000.00	\$ 8,000.00
2	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 13,000.00	\$ 13,000.00
3	Trench Paving	30	Tons	\$ 155.00	\$ 4,650.00	\$ 216.00	\$ 6,480.00	\$ 166.00	\$ 4,980.00
4	Pavement Overlay	100	Tons	\$ 145.00	\$ 14,500.00	\$ 133.00	\$ 13,300.00	\$ 124.00	\$ 12,400.00
5	2" Force Main	1880	LF	\$ 30.00	\$ 56,400.00	\$ 26.00	\$ 48,880.00	\$ 30.78	\$ 57,866.40
6	Manhole Modification	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 2,600.00	\$ 2,600.00	\$ 1,000.00	\$ 1,000.00
7	Loam & Seeding	1	LS	\$ 3,240.00	\$ 3,240.00	\$ 6,000.00	\$ 6,000.00	\$ 8,668.00	\$ 8,668.00
8	Test Pits	15	EA	\$ 350.00	\$ 5,250.00	\$ 800.00	\$ 12,000.00	\$ 1,000.00	\$ 15,000.00
9	2" Rigid Insulation	350	SF	\$ 1.09	\$ 381.50	\$ 1.50	\$ 525.00	\$ 2.80	\$ 980.00
	TOTAL BID				\$ 89,521.50		\$ 97,435.00		\$ 121,894.40
Item No.	Item Description	Est. QTY	Unit	Ray Labbe & Sons Inc. Unit Price	Ray Labbe & Sons Inc. Total Price	Longchamps & Sons Inc. Unit Price	Longchamps & Sons Inc. Total Price	Pratt and Sons Inc. Unit Price	Pratt and Sons Inc. Total Price
1	Temporary Erosion Control	1	LS	\$ 1,900.00	\$ 1,900.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
2	Traffic Control	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
3	Trench Paving	30	Tons	\$ 232.00	\$ 6,960.00	\$ 250.00	\$ 7,500.00	\$ 216.00	\$ 6,480.00
4	Pavement Overlay	100	Tons	\$ 152.00	\$ 15,200.00	\$ 125.00	\$ 12,500.00	\$ 250.00	\$ 25,000.00
5	2" Force Main	1880	LF	\$ 47.00	\$ 88,360.00	\$ 84.13	\$ 158,164.40	\$ 133.00	\$ 250,040.00
6	Manhole Modification	1	EA	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
7	Loam & Seeding	1	LS	\$ 6,400.00	\$ 6,400.00	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00
8	Test Pits	15	EA	\$ 450.00	\$ 6,750.00	\$ 1,200.00	\$ 18,000.00	\$ 750.00	\$ 11,250.00
9	2" Rigid Insulation	350	SF	\$ 3.50	\$ 1,225.00	\$ 10.00	\$ 3,500.00	\$ 4.00	\$ 1,400.00
	TOTAL BID				\$ 131,095.00		\$ 244,664.40		\$ 334,170.00

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

3/7/2021
(Date)

D. J. Aceto
(Signed)
Name: Dan J Aceto
Title: President
Representing: Aceto & Sons Earthwork LLC.
Address: P.O. Box 516 Lisbon
Maine, 04250

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$2,000.00	\$2,000.00
2.	Traffic Control	LS	LS	\$2,000.00	\$2,000.00
3.	Trench Paving	30	Tons	\$155.00	\$4,650.00
4.	Pavement Overlay	100	Tons	\$145.00	\$14,500.00
5.	2" Force main	1880	LF	\$30.00	\$56,400.00
6.	Manhole Modification	LS	EA	\$1,100.00	\$1,100.00
7.	Loam & Seeding	LS	LS	\$3,240.00	\$3,240.00
8.	Test Pits	15	EA	\$350.00	\$5,250.00
9.	2" Rigid insulation	350	SF	\$1.09	\$381.50

TOTAL BID (IN FIGURES):\$ 89,521.50

TOTAL BID (IN WORDS): Eighty nine thousand, five hundred twenty one Dollars
and fifty cents.

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.

The undersigned agrees to the following:

- To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Date: 3/7/2021

Signed: D. J. Aceto

Name: Don J Aceto

Title: President

Representing: Aceto & Sons Earthwork LLC.

Address: P.O. Box 516 Lisbon, ME 04250

Telephone: 207-740-6763

Fax: _____

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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

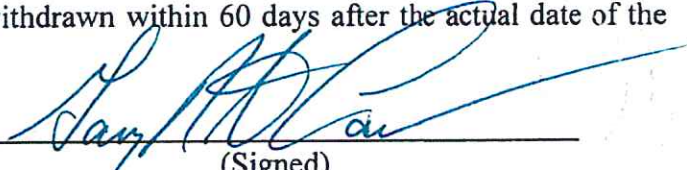
Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

3/8/2021
(Date)


(Signed)
Name: Gary St. Laurent
Title: President
Representing: St. Laurent and Son, Inc
Address: 20 Highland Spring Rd
Lewiston, ME 04240

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$ <u>6,650⁰⁰</u>	\$ <u>6,650⁰⁰</u>
2.	Traffic Control	LS	LS	\$ <u>1,000⁰⁰</u>	\$ <u>1,000⁰⁰</u>
3.	Trench Paving	30	Tons	\$ <u>216⁰⁰</u>	\$ <u>6,480⁰⁰</u>
4.	Pavement Overlay	100	Tons	\$ <u>133⁰⁰</u>	\$ <u>13,300⁰⁰</u>
5.	2" Force main	1880	LF	\$ <u>26⁰⁰</u>	\$ <u>48,880⁰⁰</u>
6.	Manhole Modification	LS	EA	\$ <u>2,600⁰⁰</u>	\$ <u>2,600⁰⁰</u>
7.	Loam & Seeding	LS	LS	\$ <u>6,000⁰⁰</u>	\$ <u>6,000⁰⁰</u>
8.	Test Pits	15	EA	\$ <u>800⁰⁰</u>	\$ <u>12,000⁰⁰</u>
9.	2" Rigid insulation	350	SF	\$ <u>1.50</u>	\$ <u>525⁰⁰</u>

TOTAL BID (IN FIGURES):\$ 97,435⁰⁰
TOTAL BID (IN WORDS): ninety seven thousand four hundred thirty five Dollars

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.

The undersigned agrees to the following:

- To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

N/A

Date: 3/8/2021

Signed: 

Name: Gary St. Laurent

Title: President

Representing: St. Laurent and Son, Inc.

Address: 20 Highland Spring Rd

Lewiston, ME 04240

Telephone: 207-784-7944

Fax: 207-784-6592

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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


Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

3/8/21
(Date)


(Signed)
Name: Ryan Carrigan
Title: V.P.
Representing: Ray Labbe + Sons, Inc.
Address: 4 Highland Rd.
Brunswick, ME 04011

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$ 1,900.00	\$ 1,900.00
2.	Traffic Control	LS	LS	\$ 1,100.00	\$ 1,100.00
3.	Trench Paving	30	Tons	\$ 232.00	\$ 6,960.00
4.	Pavement Overlay	100	Tons	\$ 152.00	\$ 15,200.00
5.	2" Force main	1880	LF	\$ 47.00	\$ 88,360.00
6.	Manhole Modification	LS	EA	\$ 3,200.00	\$ 3,200.00
7.	Loam & Seeding	LS	LS	\$ 6,400.00	\$ 6,400.00
8.	Test Pits	15	EA	\$ 450.00	\$ 6,750.00
9.	2" Rigid insulation	350	SF	\$ 3.50	\$ 1,225.00

TOTAL BID (IN FIGURES):\$ 131,095.00

TOTAL BID (IN WORDS):ONE HUNDRED THIRTY-ONE THOUSAND NINETY-FIVE 00/100 Dollars

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.

The undersigned agrees to the following:

- To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

Date:

3/8/21

Signed:

Name:


Ryan Carrigan

Title:

V.P.

Representing:

Ray Cabbe + Sons, Inc.

Address:

4 Highland Rd.

Brunswick, ME 04011

Telephone:

207-725-7336

Fax:

207-725-0796

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

3/8/21

(Date)

James Longchamps

(Signed)

Name: James Longchamps

Title: President

Representing: Longchamps & Sons, Inc.

Address: 15 Lisbon Street

Lisbon, ME 04250

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$ <u>10,000.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>
2.	Traffic Control	LS	LS	\$ <u>5,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
3.	Trench Paving	30	Tons	\$ <u>250.⁰⁰</u>	\$ <u>7,500.⁰⁰</u>
4.	Pavement Overlay	100	Tons	\$ <u>125.⁰⁰</u>	\$ <u>12,500.⁰⁰</u>
5.	2" Force main	1880	LF	\$ <u>84.¹³</u>	\$ <u>158,164.⁴⁰</u>
6.	Manhole Modification	LS	EA	\$ <u>10,000.⁰⁰</u>	\$ <u>10,000.⁰⁰</u>
7.	Loam & Seeding	LS	LS	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
8.	Test Pits	15	EA	\$ <u>1200.⁰⁰</u>	\$ <u>18,000.⁰⁰</u>
9.	2" Rigid insulation	350	SF	\$ <u>10.⁰⁰</u>	\$ <u>3,500.⁰⁰</u>

TOTAL BID (IN FIGURES):\$ 244,664.⁴⁰

TOTAL BID (IN WORDS): Two Hundred forty Four Thousand Six Hundred Sixty Four Dollars
& 40/100

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.

The undersigned agrees to the following:

- To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

N/A

Date: 3/8/21

Signed: James Longchamps

Name: James Longchamps

Title: President

Representing: Longchamps & Sons, Inc.

Address: 15 Lisbon Street

Lisbon, ME 04250

Telephone: (207) 353-2349

Fax: _____

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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

Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

March 5, 2021

(Date)



(Signed)

Name: Travis Stearns

Title: President

Representing: C.L.H. & Son, Inc

Address: 2841 Turner Rd
Auburn, ME 04210

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$ _____	\$ 8,000.00
2.	Traffic Control	LS	LS	\$ _____	\$ 13,000.00
3.	Trench Paving	30	Tons	\$ 166.00	\$ 4,980.00
4.	Pavement Overlay	100	Tons	\$ 124.00	\$ 12,400.00
5.	2" Force main	1880	LF	\$ 30.78	\$ 57,866.40
6.	Manhole Modification	LS	EA	\$ _____	\$ 1,000.00
7.	Loam & Seeding	LS	LS	\$ _____	\$ 8,668.00
8.	Test Pits	15	EA	\$ 1,000.00	\$ 15,000.00
9.	2" Rigid insulation	350	SF	\$ 2.80	\$ 980.00

TOTAL BID (IN FIGURES):\$ 121,894.40

TOTAL BID (IN WORDS): One hundred twenty one thousand eight hundred ninety four dollars and 40/100 ~~XXXX~~ Dollars

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.


The undersigned agrees to the following:

- a. To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- b. That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

N/A

Date: March 5, 2021

Signed: 

Name: Travis Stearns

Title: President

Representing: C.L.H. & Son, Inc

Address: 2841 Turner Rd

Auburn, ME 04210

Telephone: 212-2483

Fax: 784-6048

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

PROPOSAL
CREST AVENUE FORCE MAINS REPLACEMENT
TOWN OF LISBON, MAINE

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

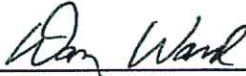
Greetings:

The undersigned, as Bidder on the above indicated Project, declares that the only persons or parties interested as principals in this Bid or in the Contract proposed to be taken, are named herein; that this Bidder has carefully examined the location of the proposed work, the Drawings and Specifications including the Invitation to Bid, Proposal, Contract, and Technical Specifications; and proposes and agrees if this Bid is accepted that he/she will contract to provide all necessary and proper labor, machinery, equipment, facilities, and incidentals, and to do all the Work and furnish all labor and material necessary or proper to carry out the Contract in the manner and time therein set forth, and that he/she will do all other things required and incidental to the completion of the Work.

All entries in the entire proposal have been made clearly and in ink; total prices bid have been written in both words and figures. All items defined in the Contract Documents have been bid upon.

It is understood that this Bid may not be withdrawn within 60 days after the actual date of the opening thereof.

3/8/21
(Date)


(Signed)
Name: Dan Ward
Title: General Manager
Representing: Pratt and Sons Inc.
Address: PO Box 236
Mechanic Falls, ME 04856

BID FORM

BIDDER agrees to perform all Work as described in these Contract Documents for the following unit prices for the payment items indicated:

ITEM	DESCRIPTION	APPROX. QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Temporary Erosion Control	LS	LS	\$ <u>5,000 -</u>	\$ <u>5,000 -</u>
2.	Traffic Control	LS	LS	\$ <u>20,000 -</u>	\$ <u>20,000 -</u>
3.	Trench Paving	30	Tons	\$ <u>216 -</u>	\$ <u>6,480 -</u>
4.	Pavement Overlay	100	Tons	\$ <u>250 -</u>	\$ <u>25,000 -</u>
5.	2" Force main	1880	LF	\$ <u>133 -</u>	\$ <u>250,040 -</u>
6.	Manhole Modification	LS	EA	\$ <u>5,000 -</u>	\$ <u>5,000 -</u>
7.	Loam & Seeding	LS	LS	\$ <u>10,000 -</u>	\$ <u>10,000 -</u>
8.	Test Pits	15	EA	\$ <u>750 -</u>	\$ <u>11,250 -</u>
9.	2" Rigid insulation	350	SF	\$ <u>4 -</u>	\$ <u>1,400 -</u>

TOTAL BID (IN FIGURES):\$ 334,170.00

TOTAL BID (IN WORDS): Three Hundred Thirty Four Thousand One Hundred Seventy Dollars
and zero cents

*Note: Asterisk indicates indeterminate quantity for bidding comparison.

The undersigned agrees to furnish all required insurance certificates and bonds within 10 days after formal acceptance of the proposal by the Owner. All insurance certificates and bonds must be furnished before formal execution of the contract by the Owner.

The Base Bid is the basis of determination of low bidder.

The undersigned agrees to the following:

- To substantially complete the work within 60 calendar days and to fully complete the work within 75 calendar days of the formal Notice to Proceed.
- That the Owner may retain liquidated damages of \$750 per day for each day in excess of those mentioned above that the work is not completed as indicated.

The undersigned acknowledges the receipt of the following Addenda:

N/A

Date: 3/8/21

Signed: Dan Ward
Name: Dan Ward
Title: General Manager
Representing: Pratt and Sons, Inc.
Address: PO Box 236
Mechanic Falls, ME 04250
Telephone: (207) 345-3311
Fax: (207) 345-3313

(Seal - if Bid is by Corporation)
(Also attached Certificate of Authority
for signatory to execute contract)

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

March 11, 2021

Ms. Diane Barnes, Town Manager
Lisbon Town Office
300 Lisbon Street
Lisbon, Maine 04250

RE: Lisbon Sewer Projects Funding Opportunities

Dear Diane:

As you know, the report that Olver Associates prepared for the Town September, 2016 identified a number of sanitary sewers which are in poor condition and require attention. A first phase of sewer repairs was completed in 2019, and a second contract will be completed in 2021. Both of these projects, as well as the Main Street MDOT related sewer work and the Davis Street Pump Station and Chlorine Contact Tank Expansion projects are funded by the \$ 9 million dollar USDA Rural Development grant/ loan package that the Town voted to accept in 2017.

While these projects are an excellent start to addressing needs related to the sewer system and wastewater treatment plant, more projects will be necessary. The Maine Department of Environmental Protection (DEP) is urging the Town to start planning for additional projects. There are two projects under discussion which would both satisfy the DEP's request to continue addressing the condition of the sewers, while also addressing MS4 goals as they in the watershed of Alder Brook, which DEP considers an impaired stream.

The attached map shows the locations of the projects in the labeled boxes, and updated costs estimates in 2022 dollars are attached. The Huston Street Extension (Cross to East) project includes reconstruction of 1200 feet of poor condition pipe and has an estimated cost of \$ 890,000. The Hinkley Street Cross county sewer project includes lining of 3600 liner feet of 10" pipe, which restores its structural integrity and reduces leaks, and has an estimated cost of \$ 585,000.

The DEP is now soliciting applications for their low interest loan program which includes a grant component. These are due April 2. There is also talk of an infrastructure funding program (stimulus) funding that DEP will soon be offering. We suggest that the Town apply for funds, and if the offer is not favorable, there is no obligation to accept the funds.

OLVER ASSOCIATES INC.

Ms. Diane Barnes, Town Manager
March 10, 2021
Page 2

Please let us know if you have any questions.

Very truly yours,

OLVER ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read 'MHO', is positioned above the typed name.

Mandy Holway Olver P.E., Vice-President
Construction Services Manager

MHO/sb

1634/090

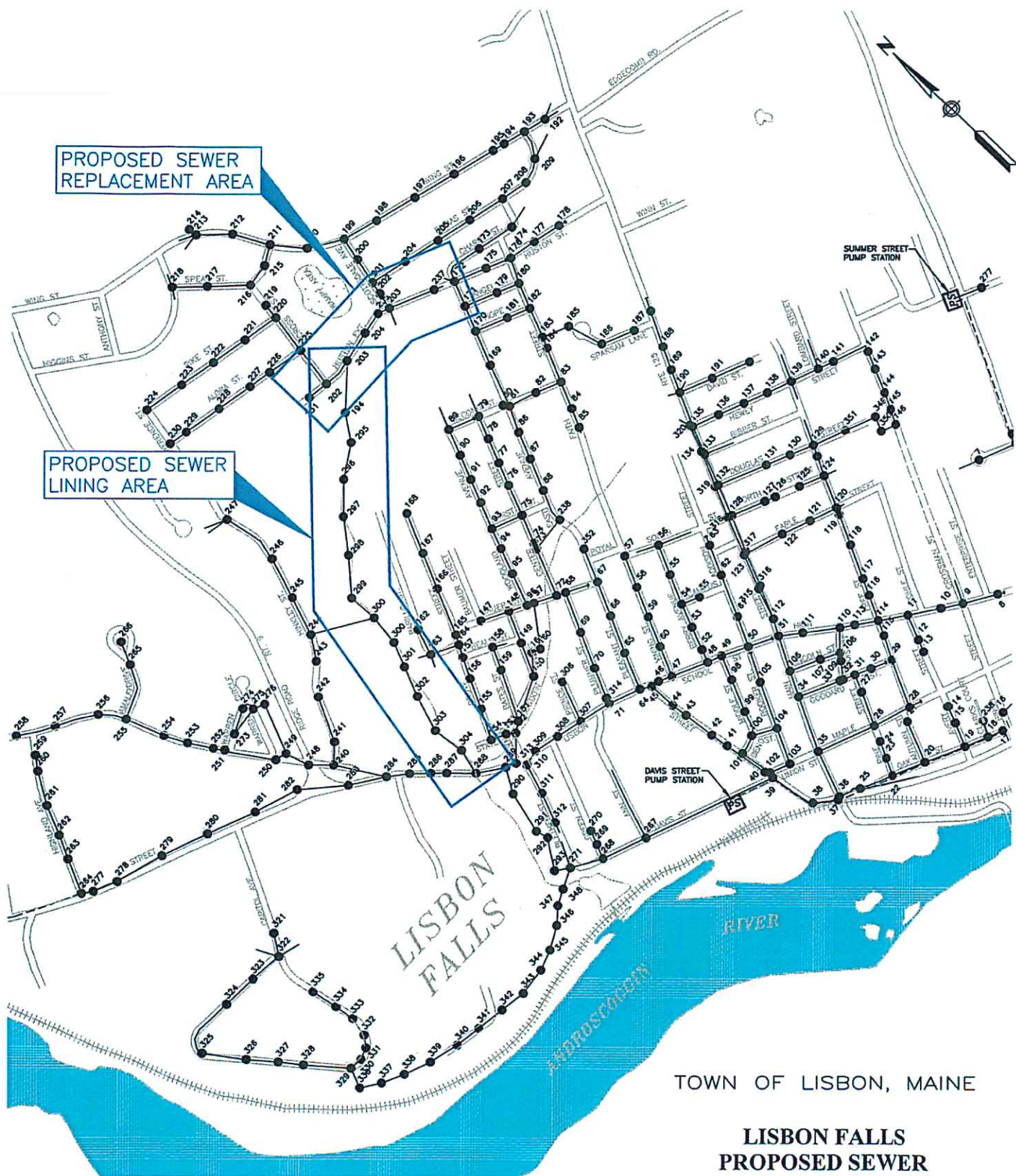
CC: Mr. Steve Aievoli, Superintendent

APPENDIX A.6 - PRELIMINARY ORDER-OF-MAGNITUDE PLANNING COST
ESTIMATE FOR HUSTON STREET EXTENSION (CROSS TO EAST) SEWER
IMPROVEMENTS

QUANTITY	DESCRIPTION	ESTIMATE
LS	Traffic control/mobilization @ \$45,000/LS	\$ 45,000
50 EA	Test pits @ \$500/EA	25,000
LS	Temporary erosion control @ \$18,000/LS	18,000
5 EA	Precast structure removal @ \$1,000/EA	5,000
1,200 LF	10"Ø PVC sewer @ \$190/LF	228,000
800 LF	4"Ø PVC building sewer @ \$140/LF	112,000
5 EA	4'Ø precast manholes @ \$6,000/EA	30,000
400 Tons	4" Trench pavement @ \$200/Ton	80,000
400 Tons	1 ¼" Roadway pavement @ \$200/Ton	80,000
1,200 SF	Trench insulation @ \$4.00/SF	5,000
LS	Loam and seed @ \$10,000/LS	10,000
LS	Owner's testing allowance @ \$2,000/LS	2,000
LS	General conditions @ \$65,000/LS	65,000
	Subtotal	\$ 705,000
LS	Soils boring allowance	5,000
LS	Design allowance	50,000
LS	Inspection allowance	60,000
LS	Contingency allowance	70,000
	Estimate	\$ 890,000

APPENDIX A.5 - PRELIMINARY ORDER-OF-MAGNITUDE PLANNING COST
ESTIMATE FOR HINCKLEY STREET CROSS-COUNTRY (LISBON TO HUSTON)
SEWER IMPROVEMENTS

QUANTITY	DESCRIPTION	ESTIMATE
LS	Mobilization @ \$30,000/LS	\$ 30,000
3,600 LF	Reline 10"Ø PVC sewer @ \$95/LF	342,000
15 EA	4'Ø manhole rehabilitation @ \$2,500/EA	38,000
LS	Owner's testing allowance @ \$5,000/LS	5,000
LS	General conditions @ \$40,000/LS	40,000
	Subtotal	\$ 455,000
LS	Additional television inspection allowance	15,000
LS	Design allowance	30,000
LS	Inspection allowance	40,000
LS	Contingency allowance	45,000
	Estimate	\$ 585,000



SOURCE:
TOWN OF LISBON AND MAINE
OFFICE OF GIS



LEGEND

- SANITARY SEWER
- - - FORCE MAIN
- MANHOLE
- NODE MANHOLE
- PS PUMP STATION

TOWN OF LISBON, MAINE

**LISBON FALLS
PROPOSED SEWER
REMEDATION PROJECTS**

OLVER ASSOCIATES INC.
ENVIRONMENTAL ENGINEERS
290 MAIN STREET WINTERPORT, MAINE

FY 2022 PROPOSED BUDGET PRESENTATION
Tuesday, March 16, 2021
7:00 P.M.

TO: Town Council
FROM: Diane Barnes, Town Manager
DATE: March 16, 2021

RE: First draft of fiscal 2022 Proposed Municipal Operational Budget

Presented tonight is the first draft of the FY 2022 Municipal and Waste Water expenditure budgets for your review and consideration. We propose a budget for municipal services with the goal to fund our operational needs and begin a capital improvement reserve for future expenditures. This budget maintains the level of service currently provided to the citizens of Lisbon. I want to thank the Department Heads and Staff for their assistance in preparing the proposal before you.

The FY 2022 estimated revenues are not part of the budget document but will be presented at a later date. (The FY 21 expenditures listed are as of 3/1/2021.)

FY 2021 was an extremely demanding and busy year. Covid-19 swept across the country in the spring of 2020. The Town of Lisbon closely monitored and adhered to all State mandates issued from the Governor's Office. The Town Council and Department Heads worked diligently together ensuring the smooth operation of municipal government and assisting me with valuable advice and guidance. These efforts in turn enabled us to see that services were still to be provided to the best of our ability, within the restrictions set upon us for the safety of our employees and our community. Department Heads and staff worked hard and were creative to provide services to our community; these included but are not limited to: Library services for adults and children, the Parks & Recreation department maintaining sports camps and before/after school programs and the Economic Development office assisting in Moxie Plaza; all of these were at the most reasonable cost to the taxpayers. With so many uncertainties in the future direction of the economy at the State and National levels, we will continue to find ways to be more resourceful in delivering quality services to our community. Although our municipal services are used to their maximum, non-controllable costs, some goods and services continue to escalate, causing our budget requests to react in-kind. Increases are proposed only if absolutely necessary to keep pace with those non-controllable cost items that are critical to our service delivery.

At the end of FY20, the Town of Lisbon re-evaluated where we were and where we needed to be in the midst of this pandemic. Therefore, the Town of Lisbon found it prudent to issue an expense freeze for all departments, albeit emergency expenditures. This expense freeze carried into the new fiscal year, FY21. In addition, open positions were re-evaluated and in some cases postponed until a point in time when we could recover these positions. This budget includes additional personnel, as well as the recovery of personnel that are critical to the needs of certain

departments. It further includes capital items that were deferred under the expense freeze during FY21.

The economy has a major impact on revenue available to fund municipal services. Considering the growing economy of the area, Lisbon has been fortunate to benefit from a steady increase in motor vehicle excise taxes; a trend that I see continuing through FY 2022. Excise tax is our major revenue source after property tax revenue. The State has not produced an estimated revenue sharing report for FY 2022 as of the date of this letter; however it is expected to remain the same, if not slightly decrease as a result of the economic impacts of Covid-19. During the FY 2021 budget season, revenue sharing was budgeted conservatively as there were a lot of unknowns due to Covid-19. During FY21, the Town received more revenue sharing than was expected at the time. Because of all these outside factors and impacts, it is too soon to tell if there will be a continuing growth in excise taxes past 2021. By our June budget meetings, I will have better estimates of our final revenues and expenditures for this fiscal year, as well as, a more refined estimate of next year's revenue.

The Budget-Initial Request

The Municipal Budget Initial FY 2022 department requests total \$9,924,769 for an increase of \$1,000,484, or 11.2%, over the current FY 2021 budget of approximately \$8,923,285. Of this increase, 38.4% is comprised of wages and benefits. These budgetary numbers exclude the County Tax, the local contribution to the School Department.

The Town's FY 2022 share of the County budget will increase \$34,970.00, or 4.6%, over the FY 2021 amount.

Wages and benefits for FY 2022 total \$5,482,351, comprising 55.2% of the budget. This represents a wage and benefit increase of \$384,566, or 7.5%. The total wage increase is \$283,721 and total benefit increase is \$100,845. Proposed personnel restructure, recovery and addition requests make up \$297,506. The remaining wage and benefit increase of \$87,060, 1.7% over the FY 2021 wage and benefits budget, includes a cost of living adjustment, contracted longevity and step increases, and various insurance and retirement rate changes. No cost increase was factored into the health insurance premiums for January 1, 2022, due to a rate hold instituted by the health trust for this year.

Initial Budget Requests	
2022 Initial Not Including County Tax	\$ 9,924,769.00
2021 Final Not Including County	\$ 8,923,285.00
Total Increase	\$ 1,001,484.00
Percentage Increase	11.2%
2022 County Tax Increase	\$ 34,970.00
Increase over FY 2021	4.6%
2022 Wage and Benefits Request	\$ 5,482,351.00
2021 Wage and Benefits Adopted	\$ 5,097,785.00
Wage and Benefits Increase	\$ 384,566.00
Percentage Increase	7.5%
Percent of Total Increase	38.4%
Percent of Total Budget	55.2%
Wage and Benefits Increase	\$ 384,566.00
Position Change Requests	\$ 297,506.78
Remaining Wage and Benefit	\$ 87,059.22
Remaining Wage and Benefit Increase %	1.7%

Included in this year's budget are capital requests for operational needs and planning for the future by funding capital improvement reserve accounts. This will enable Council to see what the budget would entail if we raised through taxation the needs of all the departments.

The Budget-Manager Request

The Municipal Budget FY 2022 Manager requests total \$9,600,809 for an increase of \$677,524 or 7.1% over the current budget. These amounts again exclude the County Tax and the local contribution to the School Department.

Wages and benefits total \$5,482,351, comprising 57.1% of the budget.

Managerial Budget Requests	
2022 Managerial Not Including County	\$ 9,600,809.00
2021 Final Not Including County	\$ 8,923,285.00
Total Increase	\$ 677,524.00
Percentage Increase	7.1%
2022 County Tax Increase	\$ 34,970.00
Increase over FY 2021	4.6%
2022 Wage and Benefits Request	\$ 5,482,351.00
2021 Wage and Benefits Adopted	\$ 5,097,785.00
Wage and Benefits Increase	\$ 384,566.00
Percentage Increase	7.5%
Percent of Total Increase	56.8%
Percent of Total Budget	57.1%

This budget includes calculations for a 1.5% COLA. Below is the impact for different COLA scenarios.

COLA INCREASE CALCULATION					
Change in General Fund Budget	0.00% COLA	1.00% COLA	1.25% COLA	1.5% COLA	3.0 % COLA
Total FY 2022 Wage and Benefit Manager's Budget	\$ 5,425,162.36	\$ 5,458,522.07	\$ 5,473,010.59	\$ 5,482,556.85	\$ 5,533,129.05
Total FY 2021 Wage and Benefit Final Budget	\$ 5,097,785.00	\$ 5,097,785.00	\$ 5,097,785.00	\$ 5,097,785.00	\$ 5,097,785.00
Total FY 2022 Increase	\$ 327,377.36	\$ 360,737.07	\$ 375,225.59	\$ 384,771.85	\$ 435,344.05
Total Increase over 0.00% COLA		\$ 33,359.72	\$ 47,848.23	\$ 57,394.49	\$ 107,966.70

Personnel Changes:

Proposed wage and benefits increases make up 56.8% of the total budget increase proposed in the Manager's requests. There are multiple personnel changes and restructured positions included in this year's budget request. Two positions that we postponed filling in FY 2021 to help decrease the budget in response to the pandemic are recovered in this request. Three additional position requests are also included in this proposal.

The addition of one Patrol Officer brings the total number of Patrol Officers on staff to 8, allowing for 24/7 coverage with two officers on each shift. The addition of regular per diem staff will add much needed day time coverage to the Fire Department. The addition of a full-

time Technology Manager is included in this proposal partially offset by a decrease to contracted services. More research is being done on contracted IT services options.

Non-Personnel Changes:

Please refer to the FY 2022 Summary of Proposed Budget – Increases and Decreases from FY21 to highlight all the non-wage significant increases or decreases.

There are a few unknown cost drivers we are working on to bring to resolution. We have estimated a 5% increase to the Town general insurance accounts as a placeholder. I will make the necessary adjustments to those line items once I hear back from the underwriter.

Lisbon's unassigned fund balance is estimated to be lower than the previous year that is due to a portion being designated for capital projects and higher Municipal, County, and School budgets. It is essential that the Town maintain adequate levels of unassigned fund balance to mitigate financial risks that can occur from unforeseen revenue fluctuations and unanticipated expenditures. The fund balance also provides cash flow for the Town's general operations which will reduce the Town's need for a Tax Anticipation Note and the interest and borrowing costs associated with the note. The Council strives to maintain an appropriate level of unassigned fund balance. However, if the Council chooses to use a portion of the unassigned, I would recommend its use for non-recurring capital costs, which were deferred in FY21 as a result of Covid-19.

The Unassigned Fund Balance as of FY20 is estimated at \$2,360,000. After taking the 12% of GF Operating Budget (\$) of \$289,986.80 and subtracting out the Use of Fund Balance during FY21 (\$62,538 Office Generator and \$55,000 Public Works vehicle = \$117,538) it leaves a balance of \$172,448.80. In addition, there is an approximate \$180,000 and \$33,180 received for training expenses. The grand total would be $\$172,448.80 + \$180,000 + \$33,180 = \$385,628.80$.

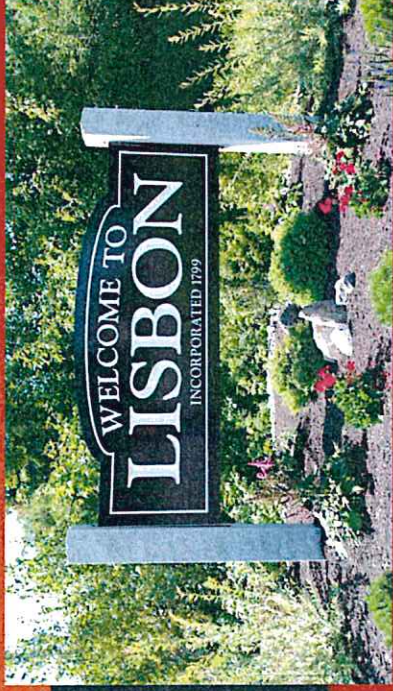
The differences between the Initial requests and Manager's requests are the following: These items may be funded through the current budget, overlay, TIF or undesignated fund balance.

Town Clerk Budget \$13,750 – Professional Services (Clerk Book Restoration)
Technology Budget \$35,800 – Minor Equipment Expense (server and hardware upgrades)
Technology Budget \$32,000 – Minor Equipment Expense (Police Dept. cruiser laptops)
Buildings Department \$15,000 – Buildings Expense (Generator for the Lisbon Falls Fire Station)
Buildings Department \$15,000 – Buildings Expenses (Generator for the ET Smith Fire Station)
Buildings Department \$26,780 – Buildings Expense (Boiler Lisbon Falls Fire Station)
Buildings Department \$14,000 – Buildings Expense (Electrical work at the Lisbon Falls Fire Station)
Buildings Department \$17,200 – Buildings Expense (2 Heating/Cooling pumps at the Library)
Buildings Department \$55,000 – Buildings Expense (Re-pitch Roof at the Transfer Station)
Buildings Department \$40,000 – Buildings Expense (Generator at the Public Works garage)
Police Department \$14,000 – Equipment Expense (Bulletproof vests)
Police Department \$13,500 – Equipment Expense (Portable radios)
Fire Department \$30,000 – Contracted Professional Services Expense (Fires Station Case Study)
Solid Waste Department \$35,000 – Capital Improvements Expense (Forklift)

Other Public Works Department \$40,000 – R&M Equipment Expense (2 Street light cameras)
Parks & Recreation Department \$8,000 – R&M Equipment Expense (mower)
Parks & Recreation Department \$8,000 – R&M Equipment Expense (used snowmobile)
Parks & Recreation Department \$10,000 – River Trail Maint and Repair (Miller Trail Fence)

The total of all of the above equal: \$423,030.00; if we were to take out \$40,000 for the two street light cameras and to fund this through TIF, it would then total \$383,030.00 for capital items. With the funding balance on the previous page totaling \$385,628.80, this would leave \$2,598.80.

Town of Lisbon



Presentation of the Proposed FY2022 Budget

Diane Barnes, Town Manager

March 16, 2021

Budget Overview

- The Initial FY2022 Municipal Budget from department requests for the General Fund, was a total of \$9,924,769 (excluding County Tax and local contribution to the School Department.
 - Increase of \$1,000,484.00 or 11.2% over the current FY21 budget of approximately \$8,923,285.00
 - Of this increase, 38.4% is related to wages and benefits

Initial Budget Requests	
2022 Initial Not Including County Tax	\$ 9,924,769.00
2021 Final Not Including County	\$ 8,923,285.00
Total Increase	\$ 1,001,484.00
Percentage Increase	11.2%
2022 County Tax Increase	\$ 34,970.00
Increase over FY 2021	4.6%
2022 Wage and Benefits Request	\$ 5,482,351.00
2021 Wage and Benefits Adopted	\$ 5,097,785.00
Wage and Benefits Increase	\$ 384,566.00
Percentage Increase	7.5%
Percent of Total Increase	38.4%
Percent of Total Budget	55.2%
Wage and Benefits Increase	\$ 384,566.00
Position Change Requests	\$ 297,506.78
Remaining Wage and Benefit	\$ 87,059.22
Remaining Wage and Benefit Increase %	1.7%

Budget Overview (cont.)

- Managerial FY2022 Municipal Budget Request (General Fund)
 - Total of \$9,600,809.00 for an increase of \$677,524.00 or 7.1% over the FY21 budget.
 - This excludes the County Tax and local contribution to the School Department.
 - In total, wages and benefits comprise 57.1% of the budget.

Managerial Budget Requests		
2022 Managerial Not Including County	\$	9,600,809.00
2021 Final Not Including County	\$	8,923,285.00
Total Increase	\$	677,524.00
Percentage Increase		7.1%
2022 County Tax Increase	\$	34,970.00
Increase over FY 2021		4.6%
2022 Wage and Benefits Request	\$	5,482,351.00
2021 Wage and Benefits Adopted	\$	5,097,785.00
Wage and Benefits Increase	\$	384,566.00
Percentage Increase		7.5%
Percent of Total Increase		56.8%
Percent of Total Budget		57.1%

Budget Components

- The proposed Managerial FY 2022 Municipal Budget is for expenditures on an Organizational Level; Revenues will be at a later date. Each Organizational level includes multiple departments within the Town of Lisbon.

Organizational Levels within the

General Fund include:

- General Government
- Health & Welfare
- Public Safety
- Public Works
- Culture & Recreation
- Economic Development
- Intergovernmental

Other organizational levels

include:

- Debt Service
- Sewer

Budget Comparison

- The proposed Managerial Budget, showing a \$677,524 or 7.1% increase over the current (FY21) budget, would be approximately one mil rate increase.
 - The current mil rate (FY21) is \$23.10
- Covid-19 played a big role in the FY21 Budget process
 - In effect, there were positions that were deferred to be filled.
 - There were also capital improvements that were held off.
- The FY22 Proposed Managerial Budget reflects the recovery of positions and the need for capital improvements.

Fund Balance Policy

- Sec. 86-1. - Fund balance policy.
- The Town of Lisbon recognizes the importance of maintaining an appropriate level of undesignated fund balance. The town's unassigned GF fund balance serves a number of stabilizing purposes. It is a surplus of amounts which have accrued from unexpected operating budget surplus and unanticipated excess revenues. The surplus also provides the town with an amount for use in unforeseen, unbudgeted emergency situations, and provides a cash flow cushion to offset the need for borrowing in anticipation of tax receipts.
- (b) In order to maintain financial stability, the town has established this policy to maintain an unassigned GF fund balance no less than 12% and no more than 16% of the current fiscal year's budget as defined below:
- Gross town operating budget, including town's share of school budget, town's portion of the county's operating budget, and debt service.
- (c) Once the town achieves its goal of an appropriate level of undesignated fund balance, any excess funds may be utilized for other municipal purposes, including, without limitation, additional capital improvement needs, tax rate stabilization, or reduction purposes. For example, by utilizing excess fund balances for capital improvements, the town will reduce the need to incur long-term debt and will avoid creating an operating funding gap for subsequent fiscal years.
- (d) This policy has been adopted by the town to recognize the financial importance of a stable and sufficient level of undesignated fund balance. However, the town, reserves the right to appropriate funds from the undesignated fund balance for emergencies and other requirements the town believes to be in the best interest of the town.
- (e) In the event the town's undesignated fund balance drops below the 12% minimum, a written plan to replenish the fund within a maximum of three fiscal years must be approved by the town council at the time of the emergency GF fund balance appropriation.

(Sel. Ord. of 2-7-2006, § 5.166; C.M. of 3-7-2017, V. 2017-51.)

Unassigned Fund Balance

- The Unassigned Fund Balance as of 6/30/2020 is \$2,360,000.00
 - 13% of GF Operating Budget = \$117,485.70
 - 12% of GF Operating Budget = \$289,986.80
 - An approximate \$180,000.00 of Overlay
 - \$33,180 received for Training Expenses
- It is recommended to use between the 12% threshold of Unassigned Fund Balance, in addition to the approximate amount of Overlay and the amount received for training expenses for non-recurring capital costs that were deferred in FY21.

Unassigned Fund Balance (cont.)

Unassigned Fund Balance FY 20		\$2,360,000.00
FY 21 Municipal Budget	\$8,923,285.00	
FY 21 County Budget Lisbon Share	\$768,250.00	
FY 21 School Local Share	\$7,558,575.00	
Operating Budget	<u>\$17,250,110.00</u>	
16% of GF Operating Budget (\$)	\$2,760,017.60	-\$400,017.60
15% of GF Operating Budget (\$)	\$2,587,516.50	-\$227,516.50
14% of GF Operating Budget (\$)	\$2,415,015.40	-\$55,015.40
13% of GF Operating Budget (\$)	\$2,242,514.30	\$117,485.70
12% of GF Operating Budget (\$)	\$2,070,013.20	\$289,986.80
Use of FB Leaving 12% Unassigned		<u>\$289,986.80</u>

FY21 USE OF FB approved by Council:

- Town Office Generator \$62,538.00
- Public Works - Vehicle \$55,000.00

\$289,986.80
 (\$62,538.00)
(\$55,000.00)
 \$172,448.80

Unknowns

- Revenues
 - Revenues will be presented at another time during this budget process.
 - As we continue to navigate through Covid-19, we will be closely following the State of Maine in their revenue projections. As of 3/16/2021, the State of Maine has not issued the FY22 Revenue Sharing projections.
 - FY21
 - Revenue will be higher than anticipated and we expect to exceed on what was anticipated for excise taxes.
 - Revenue from the Parks & Recreation department will be under what was anticipated as a result of Covid-19.
- Filling open positions



Questions?

MEMORANDUM FROM TOWN OF LISBON PUBLIC WORKS

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR, PUBLIC WORKS DIRECTOR
SUBJECT: REQUEST FOR PAVING
DATE: MARCH 16, 2021

I, Randy Cyr, am requesting to send RFP for paving at the earliest possible date. The following streets and roads requested for paving are as followed:

STREET NAME	LINEAR FEET	MILES
Josephine St	10,618	2.01
Merrill	450	0.09
Bonifide	1,320	0.25
Fillion	2,690	0.51
Hinkley	1,035	0.20
Parillo	1,320	0.25
Vining (Royal to 2 nd)	5,400	1.02
Charity	1,360	0.26
Edgecomb (Stable Rd to dirt section)	1,000	0.19
Earle St Ext (All)	234	0.04
Wagg (All)	21,636	4.10

LISBON Paving Plan Overview

2022	2023	2024	2025	2026	2027	2028	2029	2030	NOTE	LF	Mileage	2019 \$	2020 \$	2021 \$	2022 \$
Josephine St										10618	2.01				
Merrill										450	0.09				
Bonifide										1320	0.25				
Fillion										2690	0.51				
Hinkley										1035	0.20				
Parillo										1320	0.25				
Vining									Royal to 2nd	5400	1.02				
Charity										1360	0.26				
Edgecomb									Stable Rd to dirt section	1000	0.19				
Earle St Ext									All	234	0.04				
Wagg									All	21636	4.10				
	Scottsdale								All	9996	1.89				
	Caron Cir								All	1300	0.25				
	Grandview								All	1320	0.25				
	Angel								All	600	0.11				
	Charity								All	600	0.11				
	Dumas								All	16000	3.03				
	Fortin								All	7000	1.33				
	Hope								All	11000	2.08				
	Wing								Scottsdale to Main	2530	0.48				
		Maple St							Hudon Rd to end	570	0.11				
		Goddard St							All	1265	0.24				
		Lincoln St							All	700	0.13				
		High St							All	1800	0.34				
		Earle St							All	2150	0.41				
		North St							All	4200	0.80				
		South St							All	400	0.08				
		Douglas St							All	350	0.07				
		Bibber St							All	500	0.09				
		Hewey St							All	4000	0.76				
		David ST							All	1115	0.21				
		River							Hudon Rd to the end	1100	0.21	1100			
		Blethan St								1000	0.19	1000			
		Green St							All	800	0.15	800			
		Ann St							All	475	0.09	475			
		Davis St							All	280	0.05	280			
		Kennis St							All	630	0.12	630			
		Lois St							All	1750	0.33	1750			
		Avery							All	2050	0.39	2050			
		Middle St							All	2200	0.42	2200			
		Booker St							All	220	0.04	220			
		Bend							All	1200	0.23	1200			
				Crossman St					All	5170	0.98	11705	5170		
				Enterprise St					All	450	0.09	585250	450		
				Russel St					All	1200	0.23		1200		
				Brookwood Ct					All	1000	0.19		1000		
				Lombard St					All	1710	0.32		1710		
				Emma Ln					All	1200	0.23		1200		
				Sparsm St					All	844	0.16		844		
				Forbes Rd					All	980	0.19		980		
				Burrough Rd					Main St to the Birdge	715	0.14		715		
				Littlefield Rd					196 to town line	844	0.16		844		
				Alexander St					All	4800	0.91		14113		
				Western Ave					All	700	0.13		705650	700	
				Mcclellan St					All	600	0.11			600	
				Congress St					All	270	0.05			270	
				Spruce St					Avery to Summer	2727	0.52			2727	
									Cotton to end	7500	1.42			7500	
									All	2300	0.44			11797	2300
									All	1450	0.27			589850	1450
									All	686	0.13				686
									All	422	0.08				422
									All	944	0.18				944
									All	950	0.18				950
									All	600	0.11				600
									All	550	0.10				550
									All	1056	0.20				1056
											0.00				8958
											0.00				447900
									TOTAL		31.41				

IT Managed Services Bid Opening
Tuesday, March 9, 2021
Town Manager's Office
10:00am

Present: Diane Barnes, Town Manager
Megan Lavigne, Assistant Admin. & HR

The following bids were received and publically opened:

Winxnet DBA Logically
63 Marginal Way
Portland ME 04103

Outsourced Managed Services (Annual)	\$47,400
Secure Care Next Generation Security (Annual)	\$18,120
Managed Backup & DR (Annual)	\$ 9,480
Onboarding one-time	<u>\$ 8,000</u>
	\$83,000

Project Hourly Rates \$125-\$195

Burgess Technology
6 Oak Grove Ave.
Bath, ME 04530

Bizguard Guardian Managed Service Plan	\$50,820
Barracuda Appliance Managed Backup Costs	\$ 9,000
Burgess Anti-Virus \$154 per month 77 Devices	\$ 1,848
Hosted Anti-Spam/Email Protection Costs	
(\$340 for 68 mailboxes)	<u>\$ 4,080</u>
	\$65,748

\$140/hour for all work during regular hours except Consulting
\$140/hour for Consulting
\$280/hour for Emergency after hours work

References were provided and those that we contacted stated that Burgess Technology was very good to work with.

Recommendation

Accept the Bid from Burgess Technology in the amount of \$65,748 and allow the Town Manger to enter into a contract for IT managed services.

TOWN OF LISBON, MAINE



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS
FOR
TOWN OF LISBON
IT Managed Services
BID NO. 2021-001**

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

TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

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TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

REQUEST FOR PROPOSAL

Bid #2021-001
IT MANAGED SERVICES

February 22, 2021

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Tuesday, March 9, 2021 until 10:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **IT MANAGED SERVICES**.

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

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

E.O.E

Respectfully,

Diane Barnes
Town Manager

TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

Bid Date: **March 9, 2021 @ 10:00 a.m.**

The Town of Lisbon is seeking qualified bids from contractors to provide all aspects of **IT MANAGED SERVICES** for the municipality.

SCOPE OF WORK

Furnish and Install:

The Town of Lisbon seeks a qualified bidder to provide Managed IT Support services for the entire municipal operation.

The Town network consists of 7 locations connected via VPN by Cisco Routers and Firewalls. Internet connectivity is provided by Firstlight and/or Time Warner Cable at all locations. Currently running Datto Server Backup service. The Town office and remote sites have approximately 30 full time users. The Police Department has approximately 20 full time users.

Server & Network Overview:

- Dell PowerEdge T620 & R740 Servers (2) running VMWare with Windows Virtual Servers
 - File/Print, Active Directory, Remote Desktop & Application servers in use
- Fortinet Firewalls & Routers
- Adtran & Cisco Switches
- Windows 2014/2019 Servers
- Microsoft Exchange Server (on-premise)
- Dell Workstations & Laptops running Windows 10 Pro
- Wyse Thin Clients running Windows 10 embedded

Software Overview:

- Harris Trio (Municipality)
- TriTech IMC (PD/Fire)
- Munis
- Exchange Server
- Microsoft Office 2016
- Adobe DC-5 Licenses

Support Overview—The vendor will monitor, manage & maintain the server and network infrastructure and provide basic end user support and workstation management as necessary. The vendor will report to and through the Town Manager. The vendor will perform the following services:

- Monitor the overall IT performance of the server and network infrastructure for all Municipal Departments including Public Safety
- Provide Anti-Virus for all endpoints

- Provide Spam Filtering for E-mail Server
- Monitor and maintain all backups and ensure recoverability
- Assist with any and all IT related issues as requested by the Town of Lisbon
- Work with Lisbon staff to define requirements and plan project lifecycle deployment
- Maintain the integrity and continual operation of the network
- Ensure the continual functioning of mission critical operations, TRIO, Munis, IMC, Exchange
- Maintain security and privacy of the information systems, communication lines, and equipment
- Manage the TriTech Software Systems IMC Solution for public safety operations
- Have the ability to meet all security clearance requirements of the Public Safety sector including network connected external entities, current FBI CJIS security policies
- Develop, review, and certify all back-up and disaster recovery procedures and plans
- Oversee the implementation of network security
- Dedicated Account Manager
- Anticipate future network needs, identifies proactive solutions to satisfy needs
- Firewall Support Licenses Renewal
- Server Warranty Renewal-Town Hall & Police Department

Hardware/Software and Services –The vendor will help to coordinate IT-related purchases, installations, maintenance and repair and serve as the liaison to IT vendors for computer hardware/software, website, email, VPN, telecommunications, and other technology-based office equipment.

Proposal Content and Organization Requirements:

The proposal submitted should include the following information in the format and order described below:

General Information:

- **Letter of Transmittal:** The letter of transmittal should exhibit the Proposer's understanding and approach to the services requested in the RFP. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Town of Lisbon. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority to bind. The letter of transmittal should also identify the following:
- **Vendor Information:**
 - Submitting organization, its legal structure, location and primary telephone number;
 - Brief History of Organization
 - Identify the name, title, address, telephone number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, and email address of the primary contact person for technical and contractual clarifications throughout the proposal evaluation period.
 - # of managed services clients supported
 - # of Staff by Department: Support, Sales, Administration
- **Qualifications and Experience:** To be considered as qualified to perform the requested services, the Proposer's personnel must meet the following minimum qualifications:
 - 5+ Years of Managed IT service & support experience
 - Strong analytical and logical problem solving skills

- Strong interpersonal communication and relational skills, good organizational and project management skills; sound judgment; initiative; flexibility; detail-oriented.
- **References:** The proposal will include references for the proposer, and the Town of Lisbon will contact references. The statement of references should include:
 - The name and address of at least four references
 - Phone number& email address of the contacts
 - Brief Description of Environment and Services Provided

It is preferred that the references be similarly sized public entities and/or entities for whom the proposer has or is providing similar services to those being requested in this RFP.

Proposed Services/Technical Proposal:

Service Offering(s):

- Describe the service offering proposed and list items included in the fee for services.
- Describe proposed backup solution
- List items outside of the scope of the agreement(s).

Onboarding & Transition Plan: The proposer will include an onboarding & transition plan including milestones for the transfer of responsibility from our current service provider to the new vendor. Proposer must demonstrate and assure a smooth and orderly transition. Proposer must assure that all accounts and services are fully operational no later than May 19, 2021

Financial Proposal: The Proposer shall provide the monthly service contract & hourly rates for the services to be performed. The financial proposal must include:

- The basis of the cost proposal (i.e. # of devices, users) and the estimated cost of a monthly support agreement to monitor, manage & maintain the Town of Lisbon Server & Network infrastructure.
- Cost proposal for backup solution
- Hourly rate for items outside the scope of standard agreement.
- Proposers should also assume a quarterly meeting of 1-2 hours between it and Lisbon's team to review the prior month's performance and upcoming issues, concerns or projects.
- Enclose sample copy of agreements as attachments

Reservation of Rights: The Town of Lisbon reserves the right to accept or reject any and all proposals without right of recourse by proposers.

Questions: Questions relating to the proposal or specifics of the existing network infrastructure at Town of Lisbon should be submitted to Diane Barnes (dbarnes@lisbonme.org) before end of business day on 3/2/2021. Answers to questions will be shared with all prospective bidders by end of business day on 3/3/2021.

Pre-Bid Meeting:	None
Bids Due:	10:00 a.m. on March 9, 2021
Bid may be Awarded:	On March 16, 2021
Start date:	After receipt of the Notice to Proceed

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

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

INSURANCE:

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

WORKERS' COMPENSATION:

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

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

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

TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

PROPOSAL

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

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all aspects of **IT MANAGED SERVICES** for the municipality, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Town Manager as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	Description
1	<p>Support Overview—The vendor will monitor, manage & maintain the server and network infrastructure and provide basic end user support and workstation management as necessary. The vendor will report to and through the Town Manager. The vendor will perform the following services:</p> <ul style="list-style-type: none">• Monitor the overall IT performance of the server and network infrastructure for all Municipal Departments including Public Safety• Provide Anti-Virus for all endpoints• Provide Spam Filtering for E-mail Server• Monitor and maintain all backups and ensure recoverability• Assist with any and all IT related issues as requested by the Town of Lisbon• Work with Lisbon staff to define requirements and plan project lifecycle deployment• Maintain the integrity and continual operation of the network• Ensure the continual functioning of mission critical operations, TRIO, Munis, IMC, Exchange• Maintain security and privacy of the information systems, communication lines, and equipment• Manage the TriTech Software Systems IMC Solution for public safety operations• Have the ability to meet all security clearance requirements of the Public Safety sector including network connected external entities, current FBI CJIS security policies• Develop, review, and certify all back-up and disaster recovery procedures and plans• Oversee the implementation of network security• Dedicated Account Manager• Anticipate future network needs, identifies proactive solutions to satisfy needs• Firewall Support Licenses Renewal• Server Warranty Renewal-Town Hall & Police Department

Hardware/Software and Services –The vendor will help to coordinate IT-related purchases, installations, maintenance and repair and serve as the liaison to IT vendors for computer hardware/software, website, email, VPN, telecommunications, and other technology-based office equipment.

Proposal Content and Organization Requirements:

The proposal submitted should include the following information in the format and order described below:

General Information:

- **Letter of Transmittal:** The letter of transmittal should exhibit the Proposer's understanding and approach to the services requested in the RFP. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the Town of Lisbon. By signing the letter and/or the proposal, the proposer certifies compliance with the signature authority to bind. The letter of transmittal should also identify the following:
- **Vendor Information:**
 - Submitting organization, its legal structure, location and primary telephone number;
 - Brief History of Organization
 - Identify the name, title, address, telephone number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
 - Identify the name, address, telephone number, and email address of the primary contact person for technical and contractual clarifications throughout the proposal evaluation period.
 - # of managed services clients supported
 - # of Staff by Department: Support, Sales, Administration
- **Qualifications and Experience:** To be considered as qualified to perform the requested services, the Proposer's personnel must meet the following minimum qualifications:
 - 5+ Years of Managed IT service & support experience
 - Strong analytical and logical problem solving skills
 - Strong interpersonal communication and relational skills, good organizational and project management skills; sound judgment; initiative; flexibility; detail-oriented.
- **References:** The proposal will include references for the proposer, and the Town of Lisbon will contact references. The statement of references should include:
 - The name and address of at least four references
 - Phone number& email address of the contacts
 - Brief Description of Environment and Services Provided

It is preferred that the references be similarly sized public entities and/or entities for whom the proposer has or is providing similar services to those being requested in this RFP.

Proposed Services/Technical Proposal:

Service Offering(s):

	<ul style="list-style-type: none"> • Describe the service offering proposed and list items included in the fee for services. • Describe proposed backup solution • List items outside of the scope of the agreement(s). <p><u>Onboarding & Transition Plan:</u> The proposer will include an onboarding & transition plan including milestones for the transfer of responsibility from our current service provider to the new vendor. Proposer must demonstrate and assure a smooth and orderly transition. Proposer must assure that all accounts and services are fully operational no later than May 19, 2021</p> <p><u>Financial Proposal:</u> The Proposer shall provide the monthly service contract & hourly rates for the services to be performed. The financial proposal must include:</p> <ul style="list-style-type: none"> • The basis of the cost proposal (i.e. # of devices, users) and the estimated cost of a monthly support agreement to monitor, manage & maintain the Town of Lisbon Server & Network infrastructure. • Cost proposal for backup solution • Hourly rate for items outside the scope of standard agreement. • Proposers should also assume a quarterly meeting of 1-2 hours between it and Lisbon's team to review the prior month's performance and upcoming issues, concerns or projects. • Enclose sample copy of agreements as attachments
	Total Bid Price \$

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

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

TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

NOTICE OF AWARD

To:

The Town of Lisbon has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated February 22, 2021 and Information for Bidders.

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

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

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

Dated this: _____

By: _____
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) _____

this the _____ day of _____, 2021

By: _____

Title: _____

TOWN OF LISBON
IT MANAGED SERVICES
BID NO. 2021-001

NOTICE TO PROCEED

To:

You are hereby notified to proceed with the work entitled **IT MANAGED SERVICES**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work within ten (10) calendar days (or other start time as specified) from the date of this Notice to Proceed.

By: _____

Title: _____

Date: _____

Logically Response to Town of Lisbon RFP for Managed IT Services



Submitted by Kevin Bailey

March 5th, 2021

Diane Barnes

Town of Lisbon

Team,

Logically is pleased to submit this response to Town of Lisbon for IT Managed Services. We recognize the important services your municipality provides and the way it relies on technology, and are excited at the opportunity to develop a partnership. We are headquartered in Portland, Maine, and while we have office locations around the country, Maine remains our central home and where the majority of our clients do business. Logically is confident that we have the skills, procedures and resources to help you successfully execute your vision. We realize that supporting the efforts of a dynamic organization like yours takes many forms, but specifically we are confident that we can provide you with successful outcomes through the application of our industry experience, customer service and account management processes and procedures, vendor relationships and strategic planning capabilities to provide to Lisbon.

We understand that Lisbon is seeking comprehensive managed information technology support of their critical systems. We also understand that the success of any business goes beyond the hardware and software in place and extends to the people utilizing these tools. Our staff is knowledgeable and in tune with the technologies in the Lisbon environment, as well as how your teams successfully utilize them to deliver service. Because of our technical experience and understanding of your work, we can merge technical capabilities with real-world use. We have direct experience in supporting towns and police departments in southern Maine, as you'll see in our references. We understand the nuances of IMC and have long-standing relationships with neighboring towns.

We take pride in our partnerships and look forward to the opportunity to help Lisbon achieve its mission through its technology. Should you or the evaluation team have questions regarding our response, please feel free to contact me directly. Thank you for your consideration!

Sincerely,

Kevin Bailey

Strategic Account Manager

Direct: 860.343.3594

Email: kbailey@logically.com

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General Vendor Information

Since 1999, Logically has been delivering innovative and technology-enabled solutions for clients throughout Maine and beyond. We are the leading Managed IT Service Provider to small and midsize organizations, taking care of your IT so that you can take care of your business. Our passion for IT excellence, relentless pursuit of client satisfaction and understanding of applying technology to achieve visions is what motivates our team daily.






Headquartered in Portland, ME, over the last five years Logically has expanded in both organic sales, as well as in acquiring companies that share our passion, or culture and our capabilities. Today, Logically has operational offices in the following locations:

- Portland, ME (HQ)
- Lawrence, MA
- Yorktown Heights, NY
- Raleigh, NC
- Reno, NV
- Chattanooga, TN
- San Diego, CA

We pride ourselves on the ability to provide the breadth and depth of support like a global IT company, but with the personal touch and response of a local provider. In each of these locations we have built a specific niche around IT service. Our clients represent a broad cross-section of public, private, and non-profit organizations, for which we provide a full range of services including managed IT, application and data management services, IT security services and compliance consulting. Below, I've provided names of other local municipalities that we support and have developed strong, lasting partnerships with.

As a Microsoft Partner, Logically has numerous Microsoft VTSPs on staff and works closely with Microsoft on strategy, marketing, pre-sales and solution delivery. These badged Microsoft engineers have access to internal training, collateral and a myriad of Microsoft resources ensuring tuned delivery of Microsoft solutions.

Logically employs 500+ full-time employees. Roughly 75% of our staff is technical in nature, the remaining staff makes up sales, marketing, administration or customer support. While we focus strongly on the managed services suite, we also have consulting lines of businesses that include HIPAA, security & compliance, application and data management, among others.

 Security Audit & Compliance	 Managed IT Services	 Managed Security	 Cloud Services	 IT Consulting & Professional Services
<ul style="list-style-type: none"> ▪ Security and Compliance Assessments and Consultations ▪ Design, Implementation and Support of solutions addressing; ▪ Security Risk Assessments ▪ HIPAA Consulting and Audits ▪ NIST ▪ PCI-DDS ▪ SOX 404 ▪ And more... 	<ul style="list-style-type: none"> ▪ IT Management outsourcing and co-managed solutions for SMB's ▪ Award winning platform with OpLogic ▪ Proactive and Reactive Infrastructure support ▪ End user management & support ▪ Data Protection / Backup Management ▪ End to end infrastructure management for a fixed monthly fee ▪ Device-as-a-Service (DaaS) Offerings 	<ul style="list-style-type: none"> ▪ Layered service approach to meet specific Security needs ▪ SecureCore ▪ 24x7 Security Operations Center (SOC) ▪ Security Incident Event Management (SIEM) ▪ Endpoint Detection and Response (EDR) ▪ Recurring Vulnerability Assessments & Management ▪ Dark Web Monitoring ▪ Security Awareness Training ▪ Managed UTM Firewall 	<ul style="list-style-type: none"> ▪ Private Cloud Offerings ▪ Public Cloud Offerings ▪ Hybrid Cloud Offerings ▪ Managed / Unmanaged / IaaS ▪ Azure ▪ AWS ▪ Virtual Servers ▪ Virtual Desktops (VDI) ▪ Microsoft 365 ▪ Office 365 ▪ SharePoint Online ▪ DRaaS (Disaster Recovery as a Service) ▪ High Availability 	<ul style="list-style-type: none"> ▪ Lifecycle management for customer products and services ▪ Cloud readiness assessments and execution ▪ IT infrastructure and model assessments ▪ Office 365, Azure and Microsoft 365 migrations ▪ Infrastructure redesign and refresh projects ▪ General IT infrastructure projects ▪ Complex IT Design and Implementation

Logically has been recognized in the industry with several significant awards, most recently being named the 2019 MSP 501 Digital Innovator of the Year. The award was given to Logically in recognition of the industry-leading technologies and services it provides to businesses nationwide. More specifically, it was awarded because of our OpLogic technology, which is a self-healing Intelligent MSP Platform that stops problems before they stop you. Logically has also been named to the MSP 500 list in the Pioneer 250 category, the MSP 500 list, the Tech Elite 350 list and the Fast Growth 150 list.

Our awards and recognition are one result of our commitment to delivering our IT service through our Core Values:

- **We are positive**
 - Positivity and solution-oriented behavior are a staple of our ideology, and candidly, one of the things customers, partners and colleagues appreciate the most
- **We are accountable**
 - Accountability and ownership are critical to healthy relationships not only with our clients, but to each other. Being able to trust that your colleague not only has your back, but is fully accountable to you and to others is a clear sign of a high performing team
- **We are customer-centric**
 - Both individually and as a team, our focus is always on providing an exceptional experience for our customers. Our approach is to provide an overwhelming response to customer issues until they are fully resolved beyond expectations.
- **We are nimble**
 - Being the best in our industry requires innovation, leadership, and the ability to adapt to a rapidly changing environment quickly. A significant competitive differentiator for Logically is not only being able to identify opportunities or challenges early, but mobilizing the entire organization to overcome and lead when change and adaptation is required
- **We value quality relationships**

- Our success and winning culture is based on trusting, mutually respectful relationships between our peers, clients and partners. Foundational to this is the fundamental appreciation for solid relationships amongst everyone we work with
- **We are committed to doing the the right thing**
 - This speaks to the core ethos of Logically and the people on our team. We are always going to do the right thing, period. It's not always easy, sometimes expensive, and at times an exercise in personal humility. However, we will always do the right thing by our customers, our partners, and our colleagues.

Differentiators

Logically is very different than other Managed Service Providers (MSPs). Our outsourcing solutions include:

- **Managed IT Services:** A complete set of managed services covering monitoring, alerting, incident remediation, patching, security, data protection, helpdesk, hardware and software lifecycle management, asset management and much more, all tailored to your specific needs.
 - See next section for details
- **OpLogic Intelligent MSP Platform:** OpLogic is the first and only self-healing intelligent MSP platform for small and midsize businesses that stops problems before they stop you. OpLogic is a cloud software platform available exclusively from Logically that enables IT environments to self-heal, increasing uptime and reducing security risks. OpLogic serves as "mission control" to integrate, automate, and orchestrate Logically's managed IT deliverables, ensuring unprecedented technology performance while delivering personalized service. Key benefits of OpLogic include:
 - **Optimized performance with self-healing remediation**

IT is business critical. IT performance problems create business performance problems. OpLogic optimizes IT performance through self-healing problem remediation. This means that for many types of IT issue, when a problem occurs, OpLogic detects it and automatically fixes it. This means more uptime, less business disruption and more productive users.
 - **Reduced security and data loss risk**

43% of cyber attacks target small businesses, yet only 14% say they are highly effective at mitigating risk. OpLogic reduces risk by auditing devices daily and automatically remediating issues to ensure they are patched, anti-virus is running, and that backups have completed successfully.
 - **Ensures and audits service delivery**

What if the services you rely on to protect your information systems stopped working? How do you

know that your systems are being monitored, your data is being backed-up, your devices are being patched, and your end-users are protected from malware? OpLogic has you covered. It serves as big brother, monitoring and ensuring that every service is delivered every day to keep you protected.

- **Auto-provisioning**

Any network is only as strong as the weakest link. If a new device comes on-line improperly configured, your business is at risk. OpLogic detects new devices on your network and auto-provisions services according to your organization's unique standards.

- **Have it your way**

No two businesses are the same. Only world-class MSPs can truly and reliably cater to individual company IT needs. OpLogic enables customized service delivery tuned to your environment and policies. With OpLogic, Logically tailors IT to the way YOU work.

OpLogic is a proprietary software application built by Logically that is fully integrated with our overall IT management stack. It is fully and deeply integrated with Connectwise and Kaseya, and orchestrates interaction with all of our services including Auvik, SolarWinds, AWS, Office365, Azure, Storagecraft and many others.

MSPs are often challenged with the constant changes made on the systems they manage, and the lack of continuity and correlation of data between disparate platforms. A cornerstone of Logically's OpLogic system is that every service offering and entitlement is correlated to an extensive SKU based system. Each SKU defines exactly what configured services any given customer receives including customizations. OpLogic then automatically audits every 24 hours the services that were delivered and reconciles actual service delivery against each and every contract.

This unique technology and process, which fully integrates our service offerings, multi-vendor technology stack, and service delivery processes, allows Logically's service team and delivery systems to automate, remediate and achieve unparalleled performance. It leads to higher uptime, reduced security risk and value realization for customers, and efficiency, scalability and customer satisfaction for Logically.

- **CareTeams:** Being a trusted IT ally means being intimately familiar with our customers' environments, super responsive, and obsessed with always doing the right thing. Our unique Care Team approach is how we do it. Care Teams are dedicated service delivery teams that ensure you always work with people intimately familiar with your needs and environment. No need to explain the same thing over and over to different people. Care Teams enable us to retain a small company feel while developing deep relationships with customers that lead to

strong, personalized service.

- **Strategic IT Planning** – We pride ourselves in being proactive with our partners as an extension of their business. Our account managers meet with clients regularly to not only discuss current state, but also to establish 1 and 3 year strategic technology roadmaps so that both parties are on board with the plan and can execute on it together.

In summary, **LogicCare** allows you to outsource your mission-critical IT with confidence. Our team of specialists with advanced skills in networking, cloud, security, wireless, Office 365 and more, will help you get the most out of your IT investment, minimize downtime and protect your data. Get instant access to a world-class IT team and system management platform including OpLogic at a predictable cost without adding headcount.

References

Over 75% of our customer sit in the range of 25–150 users, and Portland remains our largest served location, so there are many comparable clients that are similar in scope and requirements. Please advise if you need any additional details. All of these customers engage with us for regular managed services including monitoring, maintenance and help desk, and they all benefit from our proactive strategic focus and approach:

- Town of Falmouth, ME – Jen Phinney, Director of IS – jphinney@falmouthme.org – 207-329-5767
 - o Supporting 100+ users throughout town hall, public works and police/fire
 - o Supporting critical applications including IMC
 - o Regular technical advisory meetings held, customer of 10+ years
- Town of Wells, ME – Chris Baez – Wells PD Officer/Technical Liason – cbaez@wellstown.org – 207-646-5113
 - o Supporting 140+ users throughout town hall, public works and police fire
 - o Supporting critical applications including IMC
 - o Regular technical advisory meetings held, customer of 10+ years
- Town of York – Brett Horr – Director of Technology and IS – bhorr@yorkmaine.org - 207-363-1007
 - o Supporting 140+ users throughout town hall, public works and police fire
 - o Supporting critical applications including IMC
 - o Regular technical advisory meetings held, customer of 10+ years
- Maine Nephrology – Gary Smith – Business Manager – gsmith@mainenephrology.com - 207-774-5222
 - o Supporting 60+ users in specialty medical practice
 - o Supporting HIPAA compliance and a complex environment
 - o Fully outsourced IT to Logically

Proposed Services/Technical Proposal

Below are the services included in Logically's managed services offering

OpLogic Intelligent MSP Platform

- Self-healing Intelligent MSP platform for small and midsize businesses that stops problems before they stop you.
- Cloud software platform that integrates, automates, and orchestrates IT management.
- Ensures service delivery and automated incident remediation.

Remote Monitoring

- Our network operating centers (NOCs) remotely monitor your environment to immediately detect problems in your workstations, servers, infrastructure and critical applications.
- NOC engineers keep a watchful eye on your environment and respond rapidly to critical issues to help keep your systems up and running.
- Alerting When problems are detected, our NOC will alert you. Our standard SLA includes notifications via email during standard business hours.

Drive Space Performance Optimization

- Automated drive space management cleans-up disk drives on workstations and servers when available storage space becomes low.
- This ensures drive space is optimized and devices remain performant and are not slowed down.

Remote Patch Management & Remediation

- This service includes patching Microsoft workstations and servers to ensure the software is always up-to-date and protected from emerging vulnerabilities and exploits.
- Device patch status is validated daily to ensure you are protected.

Incident Remediation

- Our team of networking, cloud, security and Office365 experts will troubleshoot and resolve issues remotely. Includes unlimited incident remediation support during business hours.

Performance Monitoring

- Our IT monitoring platform will record and trendline the key performance metrics within your technical environment.
- Some examples include CPU, memory, and storage allocation. In addition, our performance monitoring suite can be extended to include network layer traffic and conversations such as bandwidth utilized across connections as well as the specific type of traffic in use.

Software and Hardware Lifecycle Management

- Assist with all aspects of procurement and lifecycle management, including defining requirements and specifications, vendor selection, price and terms negotiation, purchasing, license management, renewals, warranties, and end-of-life management.

Asset Management

- Our systems management tools allow you to automatically discover new assets added to your network, maintain a real-time detailed inventory for all your provisioned hardware and software, and audit software licenses.

Dedicated Customer Success Manager

- Your dedicated customer success managers (CSM) ensures you realize maximum value from Logically.
- Your CSM is responsive to your needs and has intimate knowledge of your environment and evolving requirements.

Remote Helpdesk

- The help desk is your immediate and first line of defense when issues arise.
- Our helpdesk technician will troubleshoot the issue - whether it's a problem with end- user laptops or critical components of the IT infrastructure - and assign the correct specialist as required.

Automated Password Reset

- Automated password reset enables end-users to automatically reset forgotten passwords.
- This self-service capability keeps end-users productive and eliminates 20-50% of helpdesk calls.

Management Portal and Managed Service Reports

- Direct access to Logically's management tools.
- This enables direct entry of tickets into our systems and the ability to track status and history.
- We also provide reporting so you can track key aspects of your environment.

Managed Security Services

- Base managed security service provides managed antivirus to mitigate threats and site-specific
- DNS protection for basic web filtering and category identification.
- Email security with advanced URL link protection, virus and spam filtering, preventative spoofing measures as well as additional DNS filtering that extends protection to devices outside of your firewall.
- Includes security awareness training and once a year external vulnerability scan to identify security risks.

Onboarding

Logically has a detailed onboarding process that we would go through should we be selected as Lisbon's partner. Because of our automation and efficiencies, we are able to ramp up and complete an onboarding within 3-4 weeks. Below represents a full list of deliverables for our onboarding process. As long as we have a point of contact to work with, or cooperation from the current IT support person, we are confident in our ability to execute this transition smoothly.

1. Onboarding Preparation

- Gather and confirm core account credentials
- Perform network scan
- Gather client support documentation
- Current projects review and prioritization
- Onboarding checkpoint

2. Discovery and Data Collection

- Support Process Training for Key End Users
- Complete plan to train all end users on support requests
- Review network scan results
- Complete questionnaires
- Establish remote support process
- Coordinate hardware standards and procurement
- Build and install On Site Manager server
- Monitoring and Alerting Base Setup
- Patching setup, testing, and implementation
- Establish meeting frequency, goals, and standard agendas
- Establish go-live date
- Onboarding checkpoint

3. Configuration, Setup, Implementation

- Support tools and ticketing training
- Monitoring and Alerting adjustments
- Preparation of remote support guide
- Onboarding checkpoint

4. Go-Live*

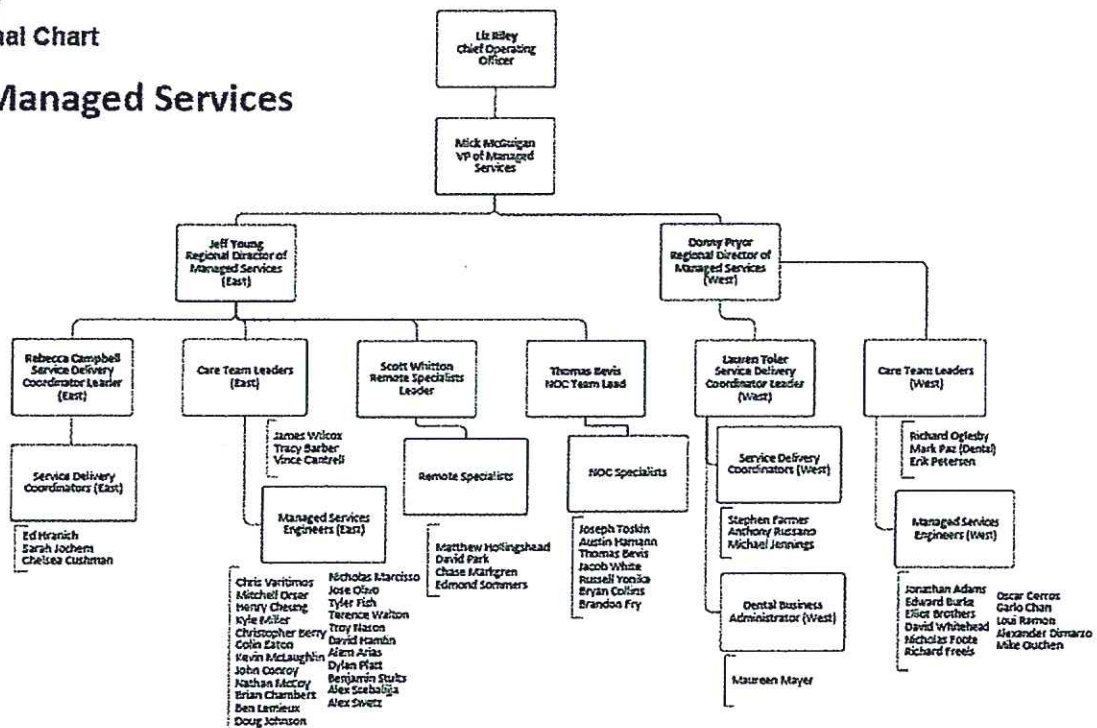
- Finalize go-live date
- Schedule and complete support access training
- Complete internal training on client environment and established processes
- Establish go-live communication schedule
- Onboarding checkpoint
- Remediation (throughout onboarding)
- Develop initial remediation plan based on scan results
- Review plan and timeline
- Communication and approval of remediation plan

Any staff with familiarity with the technical environment is helpful, however, we work with many partners who do not have a resource responsible for their IT. Logically would simply need a point of contact with which to deliver regular project and service updates and to have for communication as we conduct the onboarding and executive the deliverables of the service contract.

Below is an org chart of the entire service team that supports are clients, to help demonstrate the breadth and depth of our managed services organization. All employees are required to pass a background check.

Logically Organizational Chart

Managed Services



This is just to exhibit the breadth and depth and talent we have on just our managed services team. Your actual dedicated team will be responsible for analyzing and support your IT infrastructure and for making recommendations for improvements and best practices. Lisbon will be assigned a full Care Team detailed below. The extended team includes our remote support help desk, dispatch team, service delivery coordinators and escalated support from our systems & architecture, security and compliance groups.

Your account executive and technical account lead will assist Lisbon in any vendor coordination that may be required in day to day operations. The account team works with remote support to identify opportunities for user education as we identify ticket trends and work to proactively remediate, finding the source of the issue instead of continuing to simply react to them. We will also work with Lisbon to establish a regular pattern of reporting and communication with management to

ensure that both parties are remaining up to date and informed on current IT concerns or issues, as well as proactive planning for upcoming initiatives.

Below is a list of proposed dedicated team members. This is subject to alterations based on timing of onboarding and the ultimate best resource fits for Lisbon. Detailed resumes available upon further discussion.

Kevin Bailey – Strategic Account Manager

- Kevin has been on the sales and account management team of Logically for more than 7 years. Previously a project manager, he has astute attention to client needs and will serve as the tip of the sphere for relationship

Jeff Young – Regional Director of Managed Services

- Jeff has been with Logically for over 15 years in a variety of roles, most recently heading up the East Managed Services team. He is responsible for overall service performance, metrics, SLA attainment, and client satisfaction.

Care Team Lead Engineer – Jay Wilcox

- Jay has been with the organization for over 6 years. He serves as an account lead for some of our most complex clients, including several municipalities and medical organizations. He heads up the Care Team assigned to Lisbon

Engineer – Chris Varitimos

- Chris has serviced many of our local customers for the last several years. His strengths are as a utility player: He can step in and assist with tickets, a network upgrade, or basic user troubleshooting. He's a very valuable asset to the team.

Service Delivery Coordinator – Becca Campbell

- Becca has been in a service delivery support role for over seven years with Logically. She has a keen sense for tracking tickets and for working through customer concerns, assuring that we're delivering all that we are signed up for.

Systems and Architecture Team Lead – Jeff Kinney

- Jeff Kinney, who founded Maine Networks in 1996, joined Logically as a Senior Account Engineer in 2014. Since joining the team in 2014, Jeff now plays many roles in the organization. He is a vCIO for some of our larger accounts as well as a leader in our Systems and Architecture group. Jeff has many areas of expertise but his areas of interest include email flow troubleshooting, DNS name resolution, active directory issues as well as virtual datacenter technologies. Jeff has a technical proficiency in Microsoft Enterprise and Desktop software and Cisco, as well as a proficiency in hardware procurement and troubleshooting. His experience and technical expertise has been a tremendous asset for our growing client base.

Strategic Consultant – Eric Bordeau

- Eric will play a lead role in account budgeting support and proactive technology roadmap planning. He has been with the company for 11 years in a variety of roles, most recently as a lead VCIO and strategic consultant. He also will lead in sales engineering and project scoping efforts

Backups and Disaster Recovery

Logically's backup and disaster recovery offering includes comprehensive onsite and offsite backup options. Onsite backups are done with increased frequency for fast and speedy recoverability while offsite/cloud backups are performed in the event of a full business disaster recovery scenario. Logically's data protection services include the software licensing, management and remediation to perform backups.

Logically data protection service offerings are described and provided as follows:

- Local and cloud full system image-based backup and disaster recovery solution including managed services and equipment required for recovery
- Ideal for businesses seeking a comprehensive data protection plan and a local disaster recovery solution
- Logically provides and manages a server appliance / "BDR" device that can be "failed over" in the event of a production server failure)
- Solution can be scalable to 100's of devices
- Recovery Time Objective (RTO) is quickest available for both data recovery as well as disaster recovery due to local availability to restore from. Recovery time for local site event (i.e. Fire or theft) is dependent on the internet speeds and size of data required to recover from the cloud
- Recovery Point Objective (RPO) can be hourly, down to every 15 min if required
- Data retention is dependent on the amount of local storage available and can be adjusted to client's standards
- Cloud data storage capacity will include size required for retention and system images

SecureCare Managed Security

24/7 cybersecurity protection—with SecureCare.

SecureCare is Logically's managed security service designed for organizations that don't have an in-house security specialist team. We enable small and midsize organizations to cost-effectively access best-in-class security solutions previously available only to large enterprises with in-house IT security teams. SecureCare provides strong 24/7 protection against modern and rapidly changing security threats. Unlike traditional antivirus software that works only against known attacks, SecureCare's advanced endpoint detection and response protects against zero-day attacks and the millions of malware variations created every week. It also can remediate and roll back changes to systems and files when problems occur.

SecureCare leverages best-in-class industry security solutions and can be purchased as a stand-alone managed security service or as part of a complete IT managed services package.

Enterprise-level security for every organization

**ENDPOINT DETECTION AND RESPONSE:**

Discovers and responds to threats before and after their execution.

**INTERNAL VULNERABILITY ASSESSMENT:**

Identifies vulnerabilities within your IT infrastructure and provides a remediation plan for those vulnerabilities, ranked based on threat.

**DOMAIN MONITORING:**

Searches databases of leaked information and cross-references it with protected domains and accounts.

**SECURITY AWARENESS TRAINING:**

Provides periodic training for employees to become familiar with security policies and procedures.

**TWO-FACTOR AUTHENTICATION:**

Requires the use of an application or text messaging as an additional layer of security to prevent someone other than the intended user from logging in.

**SIEM-SOC MONITORING:**

Provides continuous monitoring for cybersecurity threats in your network.

**EXTERNAL VULNERABILITY ASSESSMENT:**

Examines the vulnerabilities currently present within your publicly facing network and provides a remediation plan based upon risk.

**DNS FILTERING:**

Protects against online threats such as viruses, malware, ransomware, phishing attacks, and botnets.

**EMAIL PHISHING:**

Helps organizations train their users on how to spot phishing emails and prevent potential attacks.

**BREACH DETECTION:**

Detects infected devices or endpoints and determines other threats occurring inside a network.

The Strategic Difference

Integrated closely with our managed services is the technical and strategic guidance that we provide. Your dedicated account leadership will coordinate closely with the internal team working on the account and proactively advise Lisbon on IT initiatives. On a regular basis we will:

- Determine current and future technology needs
- Provide technical architecture guidance
- Oversee service delivery and proactive issue resolution
- Meet monthly to review key initiatives and new proposals
- Annually plan and provide a budget and roadmap on a rolling basis

Executive IT Meeting	<ul style="list-style-type: none"> • Strategic IT Planning- Business/IT Alignment • Risk and Security Posture Review • Key IT Initiative Status Review • Provide guidance, feedback and recommendations on technology solutions
Technology Consulting	<ul style="list-style-type: none"> • Technical Architecture Recommendations • Prioritization of initiatives • Provide feedback on proposed business enhancement projects and scoping effort to
Technical Issue and Service Delivery	<ul style="list-style-type: none"> • Escalation Point of Contact for Executive • Oversee Service Improvement Plan Development • Day-to-Day IT Operations Oversight
Budget Planning and Review	<ul style="list-style-type: none"> • Documentation of operational and capital expenses • Analysis of prior year budget versus future needs budget
Strategic IT Planning	<ul style="list-style-type: none"> • Plan, define and document 3-year IT Strategy and Roadmap • Infrastructure Review & Analysis • Document Findings & Recommendations based on level of risk • Develop and Document Budgetary numbers with a high-level timeline • Develop action plans for strategic initiatives that support client's company

As covered above, Logically has invested in the necessary technologies and resources to deliver effective IT consulting and oversight across the most complex IT environments on today's landscape. Everything we do is with a customer service and a security mindset, which has helped us to have extremely high customer retention. Our commitment to close-loop processes and service delivery, combined with our emphasis on strategic guidance, has allowed us to create a support model that evolves into a strong business partnership with our clients.

In working with many businesses in Maine, we know there is a finite budget for IT and oftentimes it's a limited one. We take a holistic look at the budget and identify where the current costs are stemming from and help to consult as to ways you can save money. For instance, some clients have a phone system that is simply more robust and costly, and there are

opportunities to switch to more affordable hosted solution with hosted vendors in the area. Or some customers are utilizing software and systems that require expensive support contracts and there may be alternative technologies that can accomplish the same business goals, at less cost. We identify what's in the environment currently and what options there are to deliver technology in more cost-effective manners. And then, we prioritize, because not everything can happen at once. Our goal is to be your partner for a long time and get your organization running smoothly and efficiently so that our support cost stays the same, or in some cases lessens. The main critical success factor is having a client that's willing to collaborate with Logically to give us the input we need to make recommendations, as well as an open mind as we together come up with a plan that we can execute on.

In order to stay competitive in the marketplace, Logically must be constantly leveraging relationships with our vendors and partners in order to secure the best pricing on hardware and software. We work hard every day to identify savings and discounts and pass those directly on to our clients. As a part of our regular cadence of consulting, we will be constantly reviewing our products and comparing to others in the industry to make sure that Lisbon has both the most effective and cost-efficient technology solutions at its disposal.

Support Details

We detailed many of these aspects in our approach section of this response. In addition to that detail, we strive to accommodate as many options for support as possible, including phone, email and portal support requests. All are triaged within 10 minutes and assigned to a resource through our ticket system and our process of review.

Our Help Desk is located in Portland Maine and addresses Tier 1 Support Issues, managing these requests for approximately 15 minutes. After 15 minutes, the Help Desk will escalate through to our Tier 2 Level of Support, who may pull in Tier 3 or even Tier 4 resources to assist with resolution. Logically has a variety of SLAs to fit the support needs of our clients, but we are recommending SLA 1 for Lisbon. We have a minimum technical and customer service standard for our Help Desk Team which we train on regularly. They must, at a minimum, be able to reset passwords, troubleshoot connectivity issues, remap drives, find lost documents, assist with email issues and other end user level productivity needs. With our open office concept at our Help Desk and our ticketing process, our team has easy access to all of the resources they need for resolution.

For all of our ticket requests, we respond almost immediately, and assign tickets within an average of 10 minutes. Our Technicians must respond to the end users within 1 hour and provide a resolution plan same day. The benefit for Lisbon is that Logically will leverage the level of resource it requires to solve the issue, at no extra cost or overage to Lisbon. We also will come on site to troubleshoot at no additional cost.

Through our core applications of ConnectWise for our ticketing system, Kaseya for our Remote Monitoring and Maintenance System and Auvik for enhanced Network Monitoring, Logically can provide both automated and manual reports for all aspects of our support, including ticket close rates, mean time to resolution, patching and antivirus status, and many more. Below are some examples:

Business Technology Review

Created For: XYZ
From: 7/1/2019 to 9/30/2019



Current Open Tickets
22

From 7/1/2019 to 9/30/2019

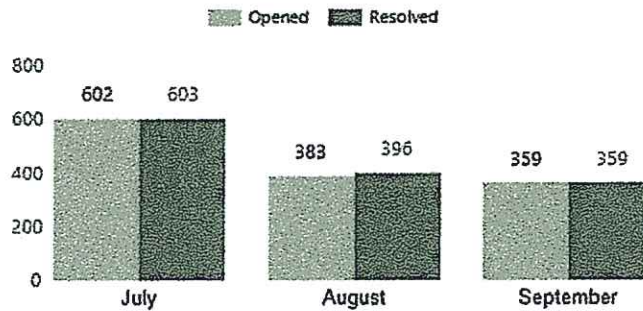
Tickets Opened

1344

Tickets Resolved

1358

Opened vs. Resolved Tickets by Month



Antivirus Status

% Servers Up To Date

93.98%

% Workstations Up To Date

89.13%

Patching Status

% Servers Up To Date

95.54%

% Workstations Up To Date

100.00%

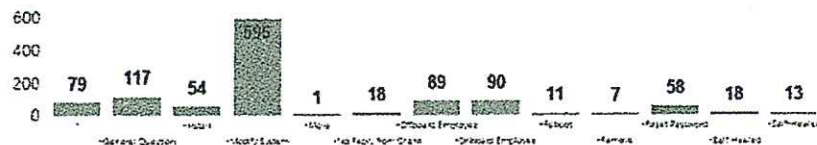
Service Ticket Type Breakdown

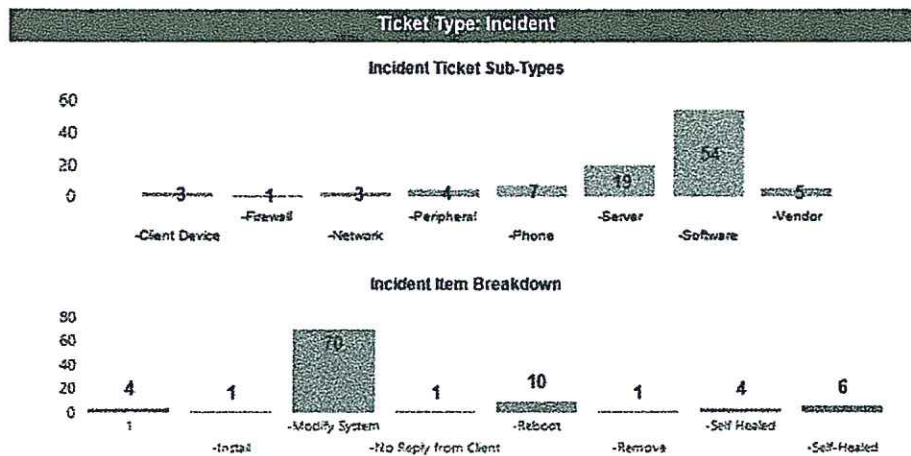
Ticket Type: Requests

Request Ticket Sub-Types



Request Item Breakdown





When applicable, Logically can make training resources available for clients in the form of webinars, documentation, and in some cases in-person training. We can conduct this either remotely or in person depending on the nature of the technology. As a part of our onboarding process, we will also provide training on how individuals can use our Client Support Portal.

Logically is an active member of many organizations, however the most important and most valuable to Logically and our clients is Heartland Technology Group, a Managed Services Peer Group that Logically has been a member of for over 10 years. This group meets quarterly, where we have training from vendors, our peers from throughout the country, share ideas and learn about trends. In addition to this peer group, Logically is also active in the chamber organizations of each of our locations and is often a featured speaker at events. We have positioned ourselves as Thought Leaders in the Managed Services industry and have spoken at conferences like the New England Medical Group Management Association, Provider's Council and Maine Technology Users Group.

Our Account Management Team has a meeting and communication cadence with our Managed Services base, which includes check ins and regular Business Technology Reviews where we review the business and technology needs of your environment. In addition to this team, our Service Delivery Team has built a customer feedback application that is available on every ticket, allowing you to rate your service. We take these rating very seriously, and use them as an opportunity to retrain, reeducate and reconfirm the service being executed in our environment.

Our technicians pride themselves on their ability to make technology accessible and understandable to users of all levels of skills and knowledge. They take time to not only resolve the technical issue but, explain what happened and how it can be prevented in the future. We hire and manage based upon our Core Values, as articulated in the beginning of this response. Specific to our technician support of end users of varying ability, our Core Values of Positivity, Customer-Centric and Committed to Doing the Right Thing are specifically geared towards ensuring our technicians are providing support that fits

the needs of all abilities. We are all technology users, and our team wants everyone to be successful. Our ITIL focus on ticket classification also helps to support all Lisbon users through the identification of trends to alleviate service requests and solve the root cause of problems.

Today, Logically supports a variety of users deployed throughout the country, working various shifts, in a bricks and mortar office or from their home. Often, we are supporting case workers in their vehicles from appointment to appointment, so we are comfortable accommodating all schedules and work experiences of the Lisbon staff. We are acutely aware of the need for a user to be able to access their technology moments before or after a visit to home, so that they can document their notes, and ensure a seamless experience for their *client*. We are also empathetic that we could be supporting many of our end users as they navigate stressful situations. We make it a point to specifically review the goal and mission of our clients at our quarterly trainings, so that our staff understands how, where and why the voice over the phone is utilizing our service.

Logically is fully committed to a process-oriented business model which focuses on proactive monitoring and alerting, as well as timely response to issues. Logically has the only self-healing automation software (OpLogic) that is integrated with Kaseya to automatically resolve system issues without even needing a ticket or human intervention. This is allows us to guarantee our SLAs and greatly exceed the response expectations of our competitors. SLA details are below:

Logically's Standard Service Level Agreement (SLA) for Incident Remediation:

Priority Level	Respond Within, hrs. ¹	Resolution Plan Formulated, hrs. ^{1,2}
Priority 1	0.5	1
Priority 2	1	2
Priority 3	4	8
Priority 4	Best Effort	Best Effort

Emergency Response SLA (After-Hours)
Client Initiated Incident Requests

Priority Level	Respond Within, hrs.	Resolution Plan Formulated, hrs.
Priority 1-4	Best Effort	Best Effort

¹Hours listed are calculated during business hours. ²Time starts after **Respond Within** is completed

Respond Within is defined as incident response receipt acknowledgement and reply. Reply can be performed via email, online support portal, phone call or other form of communication medium. **SLA Resolution Plan** is the action of performing next steps towards resolution and includes events such as scheduling the incident request to a Care Team managed services engineer.

The Logically standard SLA applies to **Incident Remediation** activity only. An Incident is defined as something that “used to work that no longer works”. The standard SLA defined above is a target goal for Logically, and the managed services packages do not ensure a guarantee that the goals will be achieved for 100% of incidents. If your organization requires it, Logically can provide SLAs with increased commitment levels and guarantees.

SLA response times are based on incident priority levels. Priority level is determined based on the impact and severity of the incident according to the following table.

Priority Matrix

Impact / Severity Level	High Severity	Medium Severity	Low Severity
High Impact	Priority 1	Priority 2	Priority 3
Medium Impact	Priority 2	Priority 3	Priority 4
Low Impact	Priority 3	Priority 4	Priority 4

The **Impact** of an incident is measured and defined by Logically based on the extent of the business that is affected by the interruption. Here are the guidelines Logically uses to determine impact:

- High – 50% + of the company impacted, or multiple departments
- Medium – One department impacted
- Low – One user or smaller group impacted

The **Severity** of an incident is measured and defined by Logically based on how quickly the incident needs to be resolved. Here are the guidelines Logically uses to determine severity:

- High – The business area cannot function
- Medium – The business area can function but in limited capacity
- Low – The business area can function with little to no issues

Financials and Terms

Logically provides a fixed monthly fee for the entirety of its IT support services. Many of our municipal clients find this extremely valuable because it provides a predictable, reliable budgeting point for the town, and Logically takes on the risk of performing services efficiently and effectively.

Logically used the following assumptions for devices and user counts as provided from the town manager:

- 68 workstations
- 50 total end users
- 9 Servers, 2900 GB data
- 7 Firewalls
- All switches and access points

Service	Monthly Recurring Cost
LogicCare Outsourced Managed Services <ul style="list-style-type: none"> - OpLogic Intelligent MSP Platform - Remote Monitoring and Alerting - Remote Patch Management and Remediation - Drive Space Performance Optimization - Management Portal and Managed Service Reports - Managed Security - Software and Hardware Lifecycle Management - Remote Helpdesk - Unlimited Remote and On-Site Incident Remediation 	\$3,950/mo
SecureCare – Next Generation Security <ul style="list-style-type: none"> - Endpoint Detection and Response - SIEM/SOC Monitoring - Internal and External Vulnerability Assessments - Domain Monitoring - DNS Filtering - Security Awareness Training - Email Phishing - Two Factor Authentication - Breach Detection 	\$1,510/mo
Managed Backup and DR <ul style="list-style-type: none"> - Local backup of all servers and data - Nightly off-site cloud storage - Backups management and monitoring 	\$790/mo
TOTAL	\$6,250/mo

One-Time Onboarding Fee

- Typically, comprehensive onboarding such as this incur a one-time \$8,000 setup and onboarding fee. Logically has offered to cut that by 50% to a \$4,000 one-time fee.

Project Hourly Rates

- Logically will work with the town to periodically recommend projects to protect the environment, including migrations, network/systems upgrades, etc. Those hourly rates range from \$125-195/hr depending on the nature of the project

Insurance

- Logically holds the insurance requirements requested by Town of Lisbon. Documentation to be furnished upon contract negotiation

Agreement Terms

- Below are terms from our agreements. Also included, as requested, is a copy of our Master Services Agreement. Full agreements will be presented if deemed a finalist or selected vendor.

List of Minimum Requirements:**Client responsibilities:**

- Access to relevant network and devices during and after business hours for stated deliverables
- To facilitate downtime during the pre-determined IT maintenance window
- To facilitate atypical downtime required to alleviate critical 0-day security risks
- All information and access to "tribal" knowledge holders
- Coordination with all client IT resources if applicable to Logically's deliverables
- If required, access to software and licenses applicable to deliverables under this proposal
- 48-hour prior notification for known critical personnel event.
- Immediate notification for unknown critical personnel event.
- 48-hour prior notification for planned work that may interrupt Logically services
- Immediate notification for unplanned work that may interrupt Logically services
- Client must migrate to Logically service tools

Additional Services:

- Onsite Incident Remediation
- Recurring onsite engineering time
- Cloud Services
- Backup & Disaster Recovery Services (Business Continuity Planning)
- IT Standards and Policies Consultation (IT compliance & regulatory audit questionnaire related events)
- Mobile Device Management
- Database Monitoring & Optimization
- Custom Reporting

Tools and Experience:

- Logically utilizes a variety of best-in-class technology solutions to manage and monitor technical environments. The solutions vary depending upon the specific environment, technical requirements and stated deliverables.
- Logically requires multifactor authentication (MFA) to its technology platform in order to secure client access and documentation
- Logically has performed numerous IT system implementations, migrations, upgrades and conversions. Scopes include but not limited to, small to mid-sized business projects seamlessly integrating cloud, on-premise and hybrid technologies
- Logically performs detailed processes for IT duties actively monitored by our internal Quality Assurance team
- Over 90% of Logically's workforce is dedicated to providing IT deliverables to managed customers
- Logically's Technology Product Development department provides continued improvements and enhancements to our managed services program(s) each day

What's not included?

- Substantive upgrades, additions, or changes of equipment or software. Project work will be quoted separately in order to be managed to the Logically project management standard.
- Consulting time (SharePoint, 365, IT Assessments, Line of Business Solutions)
- Service and support of hardware or software that has reached end of life or is without a manufacturer's warranty
 - Limited support will be provided to items not under warranty. However, if an unsupported or out of date device(s) becomes a chronic or automated management cannot be configured to monitor this tool, the client will be required to replace this device to ensure the health and security of the IT environment.
 - If a client does not replace recommended hardware, issue resolution may not be possible.
- Extensive customization of our managed services required to handle extreme atypical environments is available.
- Chief Compliance Officer responsibilities; i.e. ownership, management, auditing. Contribution or administration of IT related policies

TERMS AND CONDITIONS

This Terms and Conditions Agreement (the "Agreement") is entered into by and between Winxnet, LLC, doing business as Logically ("Logically"), a Delaware limited liability company having its principal offices at 63 Marginal Way, Portland, Maine ("Logically") and the undersigned customer ("Customer").

1. The content of this Agreement and any related statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a "Work Order") is confidential. Unless required by law or authorized in writing by the other party, neither this Agreement nor the Work Order is to be disclosed to any person or organization other than those who need to know the terms of this Agreement or the Work Order to assist either party, or act on either party's behalf, to exercise its rights or perform its obligations.
2. The pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.
3. Pricing is valid for a period of thirty (30) calendar days from the date of submission. All pricing is shown in U.S. dollars and does not include applicable taxes or certain other charges such as VAT, travel duty, or freight charges.
4. Itemized counts in this Agreement are representative of the environment's state at the time of quoting. Logically reserves the right to reconcile managed device, user and storage counts and update pricing accordingly on a monthly basis.
5. If any Work Order is terminated early for any reason other than by Logically for convenience in accordance with the Master Services Agreement, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each service is as set forth on the applicable Work Order ("Termination Charge"). Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.
6. Managed Service Contract Term / Payment Information:
 - (a) Onboarding fee is due at contract signing. Remediation fee is billed monthly and due within fifteen (15) days of Logically's invoice.
 - (b) Monthly service fee billed monthly in advance beginning the month following in contract signing and will continue through the end of the contract term.
 - (c) Monthly service fee to begin billing within two (2) weeks of signing the applicable Work Order.
 - (d) The contract start date begins within two (2) weeks of signing the applicable Work Order.

Master Services Agreement

This MASTER SERVICES AGREEMENT (the "**Agreement**") is entered into by and between WINXNET, LLC, a Delaware limited liability company doing business as LOGICALLY ("**Logically**") and having its headquarters at 63 Marginal Way, 4th Floor, Portland, Maine 04101 and _____, a corporation having a place of business at _____ ("**Customer**") on this _____ day of _____, 2019 ("**Effective Date**"). Logically and Customer may also each be referred to as a "**Party**" or collectively as "**Parties**".

1. **Definitions.** In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings:

- (a) "**Computer System**" means all of the Customer's leased or owned computer hardware, computer software, hosted solutions, and custom applications used at, or in connection with, any location from which Customer conducts its business.
- (b) "**Customer Materials**" means all of the software, specifications, content, or other Customer-provided materials, including the Computer System.
- (c) "**Existing Materials**" means any confidential or proprietary materials in which Logically or its suppliers have an intellectual property interest and/or proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Customer, including, without limitation, computer programs, methodologies, templates flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, administrative records, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge, or data, and any derivatives thereof, which have been originated, developed, or purchased by Logically, a parent or affiliate of Logically, or by third parties under contract to Logically or to a parent or affiliate of Logically.
- (d) "**Force Majeure Event**" means any event which is caused by or a result of a government law or order, action by any governmental authority, judicial or government decree, regulation or other direction not the fault of the impacted Party, communication line failure, 911 system failure, or 911 call inadequate response or failure, power failure and any natural disaster or act of God, war, terrorism (or threats of terrorism), invasion, hostilities, insurrection, riot, the order of any civil or military authority, explosion, fire, flood, earthquake, weather, lockouts, strikes, labor stoppages, or slowdowns or other industrial disturbances, the unavailability of personnel due to injury, sickness, death, or termination of employment, either voluntary or involuntary, or, without limitation, any other cause beyond the impacted Party's reasonable control.
- (e) "**Services**" means the services described in any applicable Work Order (as defined below). "**Services**" may also include any follow-up consultation or other services provided to the Customer by Logically, at its discretion, for which no separate written contract has been executed. Unless otherwise agreed by Logically, "**Services**" specifically exclude, without limitation, any repair, replacement, maintenance, adjustment, or modification of the Computer System.
- (f) "**Work Product**" means tangible and intangible personal property developed or purchased solely for or by Customer pursuant to the terms of this Agreement and an applicable Work Order.

2. Purchase of Services. Customer may, from time to time, purchase Services from Logically by executing a written statement of work, scope of work, managed services agreement, outsourcing agreement, or other quotation or proposal (each, a “Work Order”) together with a Terms and Conditions Agreement (the “Terms and Conditions”). All such Work Orders and Terms and Conditions are hereby expressly incorporated in, and subject to, the terms of this Agreement. The sole authority to commence effort by Logically or to obligate payment by Customer shall be a written Work Order executed by both Parties hereto. The Services shall be provided in accordance with the provisions of this Agreement, the Terms and Conditions, and any Work Order. Unless explicitly provided otherwise therein, in the event of a direct conflict between: (a) the terms of this Agreement and any Work Order, the terms of this Agreement shall control; (b) the terms of this Agreement and the Terms and Conditions, the terms of this Agreement shall control; and (c) the terms of the Terms and Conditions and any Work Order, the terms of the Terms and Conditions shall control.
3. Confidentiality. From time to time during the Term, Customer may disclose or make available to Logically trade secrets, confidential information, or other proprietary information (“Confidential Information”). As used herein the term “Confidential Information” does not include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of Logically, generally known or available to the public; (b) is hereafter rightfully furnished to or acquired by Logically from a third party, without restriction as to use or disclosure; or (c) is information which was independently developed or acquired by Logically without breach of any obligation of confidentiality or use of, or access to, any of Customer’s Confidential Information.

Logically shall, for two (2) years from disclosure of such Confidential Information: (x) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Logically would use to protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (y) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person, except: (i) to Logically’s representatives who need to know the Confidential Information to assist Logically, or act on its behalf, to exercise its rights, or perform its obligations under this Agreement; or (ii) pursuant to applicable federal, state, or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that Logically shall first provide Customer with: (A) prompt notice of such requirement; and (B) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. The provisions of this Section shall survive termination or expiration of this Agreement for any reason for a period of 2 years after such termination or expiration. At any time during or after the Term, at Customer’s written request, Logically and its representatives shall promptly return or destroy all Confidential Information and copies thereof that it has received under this Agreement.

4. Performance of Services. Logically shall perform the Services for the Customer during the Term of this Agreement. During the Term, Customer shall provide Logically with access to the Computer System and with sufficient workspace and adequate conditions required to perform the Services. Logically shall be relieved of its obligation to perform the Services if:
 - (a) the premises on which the Computer System is to be installed do not meet the manufacturer’s specifications;
 - (b) the Computer System, in whole or in part, is defective or is not otherwise in good operating condition;
 - (c) the Customer makes alterations, additions, or modifications to the Computer System or any portion thereof that interferes with its normal and satisfactory operation;

- (d) the Customer has breached any license or user agreement term to which the Computer System, or any portion thereof, is subject; or
- (e) the Customer asks Logically to take any action that would, in the exercise of Logically's sole discretion and judgment, result in the breach of any license, law, or user agreement.

5. Ownership and License.

- (a) Logically and Customer acknowledge that Logically personnel will only be providing the Services and that no deliverables will be provided except as expressly set forth in any applicable Work Order. In particular, Customer agrees that, notwithstanding anything to the contrary set forth herein: (i) Logically shall have the right to retain a copy of any work product of its personnel; and (ii) as part of Logically's provision of the Services specified in the Work Order, Logically may utilize Existing Materials which shall remain the sole and exclusive property of Logically. Notwithstanding anything contained herein to the contrary, Customer shall not have or obtain any rights in such Existing Materials, including, without limitation, proprietary products, materials, and methodologies of Logically or any third parties. Until the Customer has paid and fully satisfied its obligations under the applicable Work Order and this Agreement, Logically shall retain title to and ownership of all Work Product. At the time that the Customer has paid all amounts owed under an applicable Work Order and provided that the Customer is otherwise not in breach of its obligations under the terms and conditions of this Agreement or such Work Order (such time being referred to herein as the "Passage of Title"), all Work Product under such Work Order shall become and shall thereafter be property of Customer, and Customer shall retain all rights to such Work Product, exclusive of any component derived from Existing Materials. Customer hereby authorizes Logically, at any time prior to the Passage of Title, to file financing statement(s) or take other actions to perfect its interest in the Work Product. In the event of a default by Customer hereunder, in addition to, and not in substitution of, any other rights Logically may have at law or in equity, Logically shall have the right to enter upon any location where Work Product is located and to take possession of, remove, or render inoperable any Work Product. Customer shall allow Logically access to any such Work Product located on its own property and grant permission for Logically to enter upon the property of others for the purpose of carrying out its rights described herein.
- (b) To the extent that Existing Materials are incorporated in any deliverables (including Work Product), Logically grants to Customer a royalty-free, irrevocable, worldwide, nontransferable, non-exclusive, internal use, perpetual license to use, modify, and prepare derivative works of such Existing Materials and to use and display such Existing Materials, but only to the extent required to utilize the deliverables in accordance with all limitations in this Agreement and as may be set forth in the relevant Work Order. Nothing in this Section shall be deemed to permit Customer to disclose, provide access to, sublicense, disassemble, decompile, reverse engineer, modify, create derivative works of, or transfer any of Logically's or its licensor's Existing Materials to a subsidiary, affiliate, or third party without prior, written consent of Logically. Furthermore, nothing herein shall be construed as limiting Logically's ownership of any patent, copyright, or other intellectual property or trade secret rights in any information developed independently of this Agreement even though such information may have been used in connection with Logically's performance of its obligations under this Agreement. Nothing herein shall prohibit Logically or its affiliates or any of their employees or subcontractors from providing similar services to others and/or from using or disclosing to others the general knowledge, skill, and experience that they have developed over the years, including the general knowledge, skill, and experience that Logically and they develop under this Agreement.

6. Customer Responsibilities.

- (a) Unless otherwise specified, Customer shall be responsible for preparing a suitable installation site, backing-up all electronically stored data during the Term, and installing and connecting its product(s) within Customer's environment compatible to manufacturer's specifications and as may be described in more detail in the Work Order.
- (b) Customer acknowledges that in order for Logically to perform the Services, Customer must make certain personnel or other resources available to Logically in a timely manner. Customer agrees that it will cooperate in providing information or personnel upon Logically's request, and Customer acknowledges that its failure to do so may prevent Logically from meeting milestones as may be designated in a Work Order.
- (c) Customer assumes responsibility for all content, material, message, or data made available or transmitted in accordance with the provision of the Services and for its compliance with all applicable federal, state, and local laws, regulations, ordinances, and codes, and acceptable use policies of any third-party vendors or websites. Customer assumes full responsibility to back-up and/or otherwise protect all data against loss, damage, or destruction.
- (d) Customer must keep records relating to all use and distribution of all Software Publisher software licenses (the "Software License"). Customer represents and warrants that Customer has title to or has a license or the right to use or modify the Software License or right to permit Logically to use, access or modify any Software License that Customer has requested Logically to use, access or modify as part of the Services. It is Customer's responsibility to independently ensure that ALL Software Licenses in use by Customer are properly licensed. Logically will not promote the use of, or knowingly support software which is not properly licensed by Customer.
- (e) Logically has the right, at Customer's expense, to verify compliance with the Software License terms. Customer must promptly provide any information reasonably requested by Logically or any independent auditor retained by Logically in furtherance of the verification, including access to systems running the Software License and evidence of licenses for the Software License that Customer uses. Customer agrees to complete Logically's self-audit process, which Logically may request at any time.
- (f) Assistance with software audits or Software Licensing compliance matters are billable at Logically's then current hourly rates. If the number of Software License deployments in Customer's environment exceeds the number of Software Licenses ("Excess Software License Deployments") in any given month, Logically will invoice Customer for Excess Software License Deployments at then current rates. Furthermore, if verification of the Logically audit reveals any unlicensed use of the Software License, at Customer's own expense, Customer must immediately order and purchase sufficient licenses to cover its use. Customer agrees to pay Logically within ten (10) days of receipt of any invoice.
- (g) Logically will monitor Customer's software usage regarding any Software Publisher on an ongoing basis to verify Customer's compliance with the license terms for the Software License. Logically may engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the Logically self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations. Logically has the right to use software license tracking tools to provide the Services and to monitor Customer's compliance with the terms of this Agreement. Even though Logically has the right to monitor Customer's usage of software on an ongoing basis, Logically is not obligated to monitor Customer's network for Software License compliance, Customer is responsible for any outcomes and consequences for

its own software usage and/or Software License compliance. Customer acknowledges that Microsoft reserves the right to audit Customer for any use of Microsoft Products.

- (h) Customer shall fully cooperate with Logically throughout the provision of the Services. Customer shall not uninstall or interfere with the software licensing tracking tools used by Logically to administer the Service, and Customer shall grant Logically all appropriate permissions and allow Logically the ability to implement configurations to allow the software tracking tools to function properly.

7. Service Terms.

- (a) Logically may locate servers containing Software Products ("Servers") on Customer's premises ("Customer Facility") solely to provide the Software Products to Customer, provided that the Servers remain under the day to day management and control of the Logically. Customer shall identify all Servers using the Software Products at Customer's Facility. Customer agrees not to install Software Products on Customer Servers without the written permission of Logically. Customer also agrees not to move or repurpose any Server without the written permission of Logically. Customer acknowledges and agrees that Logically has the right to use software license tracking tools to provide the Services and to monitor Customer's compliance with the terms of this Agreement. Upon request of Logically, Customer will promptly identify the number of Servers located at each Customer Facility and the Software Products installed on such Servers or allow Logically to identify the information onsite. Customer shall not access, maintain, or otherwise use the Software Products in violation of this Agreement or any Software Publishers End User License Agreement. Customer is responsible for all of its obligations under this Agreement regardless of the physical location of the Servers involved in providing the Service. Customer will be responsible to the Software Publisher for any unauthorized installation, use, copying, access, or distribution of the Products by Customer.
- (b) The Software Products are licensed on Customer Servers on a month-to-month basis under the applicable Software Publisher's licensing programs (e.g., Microsoft SPLA). All Software Products licensed and provided by Logically are not perpetual licenses, and the Software Product licenses are not owned by the Customer. Only Customer Servers listed in this Agreement or that are pursuant to an applicable Change Order are covered by the terms of this Agreement. Software Publisher licensing does not extend to any other Customer Servers or devices that may be present on Customer's network. Customer's Server must remain under the day-to-day management of Logically to maintain Customer's licensing status under this Agreement. Any Software Publisher license on Customer Servers located at Customer's onsite location shall be limited to the applicable Software Publisher licensing program (e.g., Microsoft Windows Server licensing only), and such Software Publisher licensing does not include licensing for any other products that may be present on Customer's Server. Customer understands and agrees it will be responsible for all Software Publisher licensing after any suspension and/or Termination date.

8. Insurance.

- (a) Customer Obligations: Customer shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, first party cyber liability.
- (b) Logically Obligations: Logically agrees to maintain during the Term, professional liability insurance, including errors and omissions coverage, with aggregate limits of at least One Million Dollars (US \$1,000,000). Customer's insurance shall be primary over Logically's insurance. Customer agrees to waive and to require its insurers to waive any rights of subrogation or recovery as to Logically, its agents, officers, directors and/or employees.

9. Mutual Non-Solicitation.

- (a) Customer. During the Term and for one (1) year thereafter, Customer agrees that neither it nor any of its affiliates or any of their representatives shall, directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage to terminate employment with, make any offer to, or employ or engage as an independent contractor any employee of Logically, or any of its affiliates with whom Customer had more than incidental contact, or who became known to Customer in connection with the provision of the Services hereunder.
- (b) Logically. During the Term and for one (1) year thereafter, Logically agrees that neither it [nor any of its direct subsidiaries] or any of their representatives shall, for itself or on behalf of another person or entity, solicit for employment or otherwise induce, influence or encourage to terminate employment with, make any offer to, or employ or engage as an independent contractor any employee of Customer or any of its affiliates with whom Logically had more than incidental contact or who became known to Logically in connection with the provision of the Services hereunder.
- (c) Nothing in this Section 7 shall be deemed to prohibit general solicitations through the media or by a search firm, in either case, that is not directed specifically to any covered employee(s), unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 7.

10. Pricing and Payment.

- (a) The pricing for the Services shall be as set forth in the applicable Work Order. Unless otherwise expressly set forth in the applicable Work Order, Customer shall pay Logically for its time spent according to its then-current list pricing. Rates are quoted on an hourly basis and time spent will be rounded up to the one-quarter (0.25) hour for billing purposes. Logically will charge for travel from the nearest Logically office, at the current hourly labor rate per employee or consultant, unless otherwise specified. In addition, Customer shall pay Logically for all supplies and consumables, including cables and wires, which Logically utilizes in the performance of the Services and all applicable taxes, duties, and levies resulting from the Services and/or the supplies and consumables furnished by Logically, excluding the taxes based on Logically's income.
- (b) Unless otherwise agreed in writing, payment for the Services is due within fourteen (14) days of the date of issuance of the invoice by Logically. Customer shall pay to Logically a late payment charge of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, on any unpaid amount for each calendar month or fraction thereof that any payment to Logically is in arrears. Customer agrees to pay all costs of collection, including court costs and reasonable attorney's fees, incurred in the collection of any past due amount. Customer acknowledges that Logically may participate in and retain the benefit of vendor incentive plans, rebate programs, or other programs with, among others, its travel providers wherein Logically may receive benefits, such as frequent flier miles or other consideration.
- (c) Any pricing information, estimates, and all other proposed solutions included in this Agreement or the Work Order are based on Logically's understanding and assumptions of the requirements and environment represented in the corresponding Work Order, and on Logically being awarded the entire scope of the work being requested (collectively, the "Conditions"). In the event any of the Conditions are not accurate or if any Condition changes or is altered during the term of this Agreement, Logically shall have the right to terminate this Agreement and any related Work Order immediately upon notice to Customer.

11. Warranty.

- (a) LOGICALLY WARRANTS THAT ITS SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, USING REASONABLE SKILL AND CARE CONFORMING TO GENERALLY ACCEPTED INDUSTRY STANDARDS AND IN COMPLIANCE WITH APPLICABLE LAW. CUSTOMER UNDERSTANDS THAT LOGICALLY SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR, OR WARRANTY OF ANY THIRD PARTY SOFTWARE OR HARDWARE PRODUCTS THAT MAY BE INCLUDED IN OR REFERRED TO IN THE WORK ORDER, AND CUSTOMER SHALL LOOK SOLELY TO SUCH THIRD PARTY FOR ALL REMEDIES AND SUPPORT WITH REGARD TO SUCH PRODUCTS OR SERVICES.
- (b) ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CUSTOMER AND DO NOT EXTEND TO ANY THIRD PARTY. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.
- (c) LOGICALLY ASSUMES NO RESPONSIBILITY FOR AND CUSTOMER FULLY RELEASES LOGICALLY FROM CLAIMS FOR APPLICATION FAILURES, DATA LOSS, OR OTHER HARM, INJURY OR DAMAGE SUFFERED AS A RESULT OF SOFTWARE BUGS OR INCOMPATIBILITIES, SPYWARE, HACKING, OR ANY OTHER UNAUTHORIZED SYSTEM ACCESS, SABOTAGE, OR INFORMATION THEFT.

12. Term. Unless sooner terminated in accordance with Section 11 or 15 below, the term of this Agreement ("Term") shall commence on the Effective Date and shall continue until the later of: (a) the two year anniversary of the Effective Date; or (b) the date on which all Work Orders entered into in connection with this Agreement have expired, been terminated in accordance with their terms, or the Parties have completed performance of all of their obligations thereunder. For avoidance of doubt, upon the occurrence of such event, this Agreement shall be deemed expired or terminated without any further action of the Parties.

13. Termination; Effect of Termination. This Agreement may be terminated upon the occurrence of any of the following:

- (a) by Logically at any time upon written notice if Customer fails to promptly pay in full to Logically any amounts, charges or taxes required to be paid under this or any other agreement with Logically;
- (b) by either Party at any time in the event of a material breach of the terms hereof by giving the other Party ninety (90) days written notice stating the nature of the breach. This Agreement and all Work Orders shall then terminate if the breaching Party shall fail to cure such material breach within ninety (90) days of receipt of written notice thereof. If the breach is of such a nature that it cannot reasonably be cured within such period, the breaching Party shall commence to cure said breach within such period, then diligently prosecute such cure to completion;
- (c) by either Party at any time in the event the other Party becomes insolvent or seeks protection, voluntarily or involuntarily, under bankruptcy or receivership law, or executes an assignment or similar document for the benefit of creditors;
- (d) by either Party, for any reason or no reason, upon ninety (90) days written notice to the other Party.

Termination of this Agreement shall also constitute termination of all Work Orders. Termination does not relieve the Customer's obligations to pay all accrued fees and amounts. In the case of any hardware leases, the outstanding balance is due in full upon termination of the applicable Work Order. The termination of any Work Order in

accordance with its terms shall not terminate this Agreement or any other Work Order. Sections 1, 3, 5, 9, 11, 14, 15, 16, and 19 shall expressly survive the termination of this Agreement.

14. Termination Charges. If any Work Order is terminated early for any reason other than by Logically in accordance with Section 13(d) above, then a termination charge shall be due from Customer to Logically on the termination date. The termination charge for each Service is as set forth on the applicable Work Order. Customer agrees that the damages that would be sustained by Logically from Customer's early termination or default of a Work Order or this Agreement cannot readily be determined and that the termination charge constitutes "liquidated damages" and not a penalty. Customer waives any claim that such termination charge constitutes a penalty.

15. Limitation of Liability.

- (a) IN NO EVENT SHALL LOGICALLY BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF OR ANY WARRANTY CLAIM, EVEN IF LOGICALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOGICALLY'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE LESSER OF THE TOTAL OF THE AMOUNTS PAID TO LOGICALLY HEREUNDER BY CUSTOMER OVER THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM OR TEN THOUSAND DOLLARS (\$10,000).
- (b) IN NO EVENT SHALL LOGICALLY BE LIABLE TO CUSTOMER FOR (a) ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY ANTI-VIRUS SOFTWARE, ONLINE BACKUP SERVICE, BACKUP SOFTWARE, FIREWALLS, OR OTHER SECURITY-RELATED SOFTWARE OR HARDWARE; (b) ANY DAMAGES RESULTING FROM OR RELATED TO ANY VULNERABILITY IN CUSTOMERS COMPUTER SYSTEM, INCLUDING AS A RESULT OF HACKING BY A THIRD PARTY; (c) ANY LOSS OF, OR DAMAGE TO, ANY OF CUSTOMERS' RECORDS OR DATA; OR (d) FAILURE OF AIR-CONDITIONING, HUMIDITY CONTROL, AND ELECTRICAL POWER; PROVIDED THIS SENTENCE SHALL NOT LIMIT LOGICALLY'S LIABILITY TO THE EXTENT THAT SUCH FAILURE OR LOSS IS CAUSED BY AN ACT OR OMISSION OF LOGICALLY THAT CONSTITUTES A BREACH BY LOGICALLY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OF ITS WARRANTIES UNDER SECTION 9.
- (c) NO ACTION WHATSOEVER ARISING OUT OF THE TRANSACTIONS OR SERVICES RELATED TO OR UNDER THIS AGREEMENT OR ANY WORK ORDER MAY BE INITIATED BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED, EXCEPT FOR PAYMENTS OWED HEREUNDER.
- (d) Information security threats are continually changing, with new vulnerabilities discovered on a daily basis. Logically makes no representations, warranties, guarantees, or legal certifications related to identification of such vulnerabilities. If provided as part of the Services, Customer acknowledges that vulnerability testing does not protect against personal or business loss. Logically offers no representation, warranties, guarantees or legal certifications concerning the applications or systems it tests. Logically does not warrant that the resources tested are suitable to task, free of other defects, fully compliant with any industry standards, or fully compatible with any operating system, hardware, or other application.

16. Indemnification. Customer hereby agrees to indemnify, hold harmless, and defend Logically its affiliates and its and their respective shareholders, members, managers, directors, officers, employees, agents, and other representatives from and against any and all losses and liabilities suffered, incurred by or asserted against Logically as a result of, or that arise out of, in connection with, or related to the Customer Materials and any third-party claim resulting from the infringement of any third parties' trade secret, trademark, copyright, or patent rights by Customer, its affiliates, and representatives. Without limiting the foregoing, Customer agrees to indemnify and hold Logically harmless against and from any and all liabilities and expenses (including without limitation reasonable attorney's fees and any

surcharges, penalties, damages or other sums payable to a Software Publisher) which are incurred by Logically as the result of:

- Customer's unauthorized manufacture, copying, reproduction, distribution, installation, access, modification or use of any Software Products (including without limitation any piracy or counterfeiting of software or other infringement of or interference with the Software Publisher's intellectual property rights),
- Customer's failure to stop using, return or comply with other instructions concerning the Software Products following notice from the Software Publisher or Logically that the Software Products in question may be the subject of an infringement claim,
- Customer's violation of Software Publisher's End User License Terms or any other Software Publisher's terms of use that Customer has been made aware of or has reason to know of,
- Customer's use, access, or modifications of any software that Customer requested that Logically use, access, or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right,
- Customer's use, access, or modifications of any software that Customer uses, accesses, or modifies as part of the Services infringes upon any patent, copyright, trademark, trade secret or other intellectual property right, or
- Any claim related to any Software Products licensing and/or any Software Products licensing compliance.

Customer agrees to pay any judgments or settlements based on any such claims related to its use of any Software Products.

17. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from a Force Majeure Event. The Party who has suffered or been so affected by a Force Majeure Event shall give notice to the other Party within five (5) business days of the Force Majeure Event and the impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. Delays in delivery due to Force Majeure Events shall automatically extend the delivery date for a period equal to the duration of such events and any warranty period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event. A Force Majeure Event, however, shall not apply to or extend Customer's obligation to pay for the Services.
18. Relationship of the Parties. The relationship created hereunder between the Parties shall be solely that of independent contractors. No representations or assertions shall be made or actions taken that could imply or establish any agency, fiduciary, joint venture, partnership, employment, or other relationship between the Parties with respect to the subject matter of this Agreement. Logically reserves the right to subcontract with individuals and businesses.
19. General Provisions.
 - (a) Notices. All notices, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail, by United States mail, certified, or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered:

Agreement may not be assigned by any Party without the prior written consent of the other Party hereto except that this Agreement may be assigned by either Party to any of its affiliates or to any Person acquiring a material portion of the assets, business or securities of such Party, whether by merger, consolidation, sale of assets or securities, or otherwise.

- (h) Modification; Waiver. Except as otherwise specifically set forth herein, this Agreement may not be modified, terminated, rescinded, discharged, or canceled, nor may any provision be waived without the prior written consent of the Party or Parties against whom such modification, termination, rescission, discharge, cancellation, or waiver is or may be asserted. No delay or omission by any Party to exercise any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver of any provision of this Agreement on any occasion shall not constitute a waiver of such provision on any succeeding occasion.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

CUSTOMER:

Printed Name: _____

Signed: _____

Title: _____

Company: _____

Date: _____

LOGICALLY:

Printed Name: _____

Signed: _____

Title: _____

Company: Winxnet, LLC, d/b/a Logically

Date: _____



Quote

Quote Number: 4966

Payment Terms:
Expiration Date: 04/04/2021

Quote Prepared For

Diane Barnes
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250
Phone: 207.353.3000

Quote Prepared By

Matthew Rice
Burgess Technology Services
6 Oak Grove Avenue
Bath, Maine 04530
United States
Phone: 207.443.9554
Fax:
mrice@btsmaine.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	1	Barracuda Backup Appliance Barracuda 390 4TB - Town Office	\$375.00	\$375.00	\$375.00
2)	1	Barracuda Backup Appliance Barracuda 390 4TB - Public Safety	\$375.00	\$375.00	\$375.00
3)	77	Managed Anti-Virus Managed Anti-Virus	\$2.00	\$2.00	\$154.00
4)	68	Barracuda Essentials Complete Protection AntiSpam, Email Encryption, Advanced Threat Detection, Email Archiving, Cloud to Cloud Backup (O365 Only)	\$5.00	\$5.00	\$340.00
5)	1	BizGuard Guardian Server and Workstation Health and Performance Monitoring – Antivirus and Backup Monitoring - Server and Workstation Preventative Maintenance - Patch Management - Unlimited Tier 1 Help Desk Telephone and Remote Support, Monitoring alert response.	\$4,235.00	\$4,235.00	\$4,235.00
Monthly Total					\$5,479.00
Subtotal					\$5,479.00
Total Taxes					\$0.00
Total					\$5,479.00
Optional Items					
6)	1	BizGuard Guardian Server and Workstation Health and Performance Monitoring – Antivirus and Backup Monitoring - Server and Workstation Preventative Maintenance - Patch Management - Unlimited Tier 1 Help Desk Telephone and Remote Support, Monitoring alert response. Includes (1) 8 hour pre-scheduled onsite monthly.	\$5,299.00	\$5,299.00	\$5,299.00
7)	1	BizGuard Guardian Server and Workstation Health and Performance Monitoring – Antivirus and Backup Monitoring - Server and Workstation Preventative Maintenance - Patch Management - Unlimited Tier 1 Help Desk Telephone and Remote Support, Monitoring alert response. Includes (1) 8 hour pre-scheduled onsite every two weeks	\$6,540.00	\$6,540.00	\$6,540.00
8)	1	BizGuard Guardian Server and Workstation Health and Performance Monitoring – Antivirus and Backup Monitoring - Server and Workstation Preventative Maintenance - Patch Management - Unlimited Tier 1 Help Desk Telephone and Remote Support, Monitoring alert response. Includes (1) 8 hour pre-scheduled onsite weekly.	\$8,603.00	\$8,603.00	\$8,603.00
Optional Total					\$20,442.00
Subtotal					\$20,442.00
Total Taxes					\$0.00
Total					\$20,442.00
Including Optional Quote Items					
Subtotal					\$25,921.00
Total Taxes					\$0.00
Total					\$25,921.00

Authorizing Signature _____

Date _____

Payment due at time of order. All labor is estimated unless otherwise noted.



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March 8, 2021

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

Burgess Technology Services is pleased to have the opportunity to respond to the Town of Lisbon's Request for Proposal and Contract Documents for IT Managed Services. We believe that Burgess is ideally suited to provide IT services to the Town as we have broad industry knowledge and experience in meeting the particular technology needs of municipal organizations.

At Burgess, we pride ourselves on both the excellence of our staff and the nimble response and personal service that we offer our clients. Experience has taught us that the two most critical elements in assuring success are communication, and an ongoing awareness of the current and future needs of the organization. When looking at problems or investigating new organizational needs, we perform thorough, comprehensive analyses. When presenting information, we strive to always communicate clearly. Our staff members work as a team and will support the Town in various roles, bringing diverse skill sets to meet a given need. Our service offerings combined with our experienced staff will enable us to meet all of your requirements and goals.

The following proposal describes our understanding of the services requested by the Town of Lisbon and our approach to providing those services. We are ready, willing and able to execute and fulfill a contract containing the terms and conditions presented in the Town of Lisbon's Request for Proposal and Contract Documents for IT Managed Services.

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



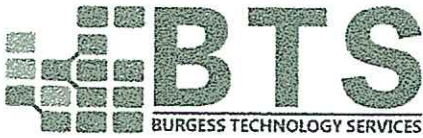
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We welcome the opportunity to further discuss this proposal with you.

Regards,

A handwritten signature in dark ink, appearing to read 'Matt Rice', is written over a faint, horizontal line.

Matt Rice
Chief Technical Officer
Burgess Technology Services
6 Oak Grove Avenue
Bath, ME 04530
Telephone: 207-443-9554
Fax Number: 204-443-9554
Email: mrice@btsmaine.com



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Proposal for Managed IT Support Services for Town of Lisbon

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General Information

Vendor Information

Burgess Technology Services (BTS) was founded as Burgess Computer by Craig Burgess in 1985. From a modest start, Burgess Technology Services has grown into an information support company with 20 employees. In August of 2006, the company changed hands. It is now owned by Jeanne Stanton, Mike Dorr and Matt Rice, long-time employees of Burgess. (Mr. Dorr worked at Burgess for 5 years before returning to Burgess as an owner; in the interim, he served as Director of Information Technology for Five County Credit Union.)

BTS has one location in Bath, ME, which includes offices and a networking and PC repair shop. Burgess provides network design, analysis, implementation and support; Managed Services; Cloud Services; software development and integration; IT equipment installation, maintenance, repair and support; consulting; project management; VOIP telecommunications support; and vendor management. Our clients include small, medium and large organizations in many sectors: government, commercial, financial, non-profit, medical, professional, military, residential, education, and industrial/manufacturing.

BTS is a Microsoft Silver Cloud Solution Provider, which provides us with a direct line of support to Microsoft for both Microsoft 365 and Windows operating system support. In addition, BTS has partnerships with VMware, SonicWALL, Cisco, Barracuda, HP, Fortinet, and many others.

Burgess has extensive experience in providing services and support to municipal clients, as well as other government entities. Many of these clients are on our managed services plans and also utilize our cloud service offerings. For other municipal clients, we provide support on an as needed basis when requested.

We currently have over 65 clients that are on managed services plans.

Specific business information about Burgess Technology Services is listed below:

BIDDER NAME: Emance Inc dba Burgess Technology Services, a Maine corporation.

PHYSICAL ADDRESS: 6 Oak Grove Avenue, Bath, ME 04530

MAILING ADDRESS: 6 Oak Grove Avenue, Bath, ME 04530

IRS ID NUMBER: 20-5095212

TELEPHONE NUMBER: 207-443-9554

CORPORATE OWNERS/OFFICERS:

Michael J Dorr, President

Address: 6 Oak Grove Avenue, Bath, ME 04530



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Telephone Number: 207-443-9554

Email address: mdorr@btsmaine.com

Matthew J Rice, Chief Technical Officer

Address: 6 Oak Grove Avenue, Bath, ME 04530

Telephone Number: 207-443-9554

Email address: mrice@btsmaine.com

Jeanne M Stanton, Chief Financial Officer

Address: 6 Oak Grove Avenue, Bath, ME 04530

Telephone Number: 207-443-9554

Email address: jeannes@btsmaine.com

The above corporate owners/officers are authorized to contractually obligate Burgess Technology Services.

CONTACTS FOR CORRESPONDENCE, CLARIFICATIONS AND OTHER CONTRACTUAL ITEMS:

PRIMARY CONTACT:

Matthew J Rice, Chief Technical Officer

Address: 6 Oak Grove Avenue, Bath, ME 04530

Telephone Number: 207-443-9554

Fax Number: 204-443-9554

Email address: mrice@btsmsaine.com

SECONDARY CONTACTS:

Jennifer Poston, General Manager

Address: 6 Oak Grove Avenue, Bath, ME 04530

Telephone Number: 207-443-9554

Fax Number: 204-443-9554

Email address: jposton@btsmaine.com

Micah Simmler, Account Manager

Address: 6 Oak Grove Avenue, Bath, ME 04530

Telephone Number: 207-443-9554

Fax Number: 204-443-9554

Email address: msimmler@btsmaine.com

As proof of insurance, a Certificate of Insurance can be found in Appendix A.



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Burgess Employees

Burgess Technology Services has 20 employees. Our staff members work as a team and will support the Town in various roles, bringing diverse skill sets to meet a given need. All of our employees are dedicated to providing IT services - either directly or in a support role. A list of our staff follows:

Chief Technical Officer/Account Manager:	Matt Rice
President/Account Manager:	Mike Dorr
Chief Financial Officer:	Jeanne Stanton
General Manager:	Jennifer Poston
Account Manager/Network Engineer	Maggie Cano
Account Manager/Network Engineer	Micah Simmler
Service Manager:	Julie Nakadai
Network Engineer/System Administrators:	Logan Adams
	Norm Dobransky
	Jack Duffy
	Andrew Parker
	Tom Hamlin
	Ben Weston
IT Support Specialists:	Cindy Faragi
	Josh Logan
	Justin Morse
	Anthony Terrano
Senior Software Developer:	Doug Patnaude
Business Support Specialist/Marketing:	Tamara Lilly
Office Manager:	Jess Washburn

Qualifications and Experience

Our extensive experience with municipalities and other customers allows us to bring a broad skill set and deeply-grounded understanding to the services outlined in the RFP. All of our technical staff members have successfully completed state background checks and have completed Level 4 CIJS training and certification.

For any given engagement or project, Burgess pulls together a team of individuals with the knowledge and experience necessary to provide both the depth and the breadth to support superior service. Our staff members' experience ranges from 5 years to over 20 years. BTS has been providing Managed IT services for 15 years and our staff members have extensive experience in supporting our managed services customers. Our senior management team members all have 15 or more years of experience

working for BTS and providing Managed IT Services. Our Account Manager/Network Engineers, other senior network engineers and our senior software developer have between 5 and 15 years of Managed IT Services experience. Resumes for all of our staff members are available upon request.

Listed below are customers which provide examples of our experience with the services requested by the Town.

Lincoln County

Burgess Technology Services was chosen to provide IT services and support for Lincoln County during the spring of 2015. We started with an initial network assessment, and made recommendations for redesigning parts of their network and making upgrades to improve their network stability. We then implemented the approved recommendations, including installation of servers, workstations, firewalls and switches. Lincoln County is on a managed services plan, which includes network monitoring, help desk services, onsite network, server and workstation support, remote support, and support for the technology used in patrol cars. The Lincoln County Sheriff's Office and 911 center use TriTech's IMC for dispatch and record management, and Burgess provides infrastructure support for these systems. We recently implemented a Two Factor Authentication solution for the Lincoln County Sheriff's Department and EMA to meet CJIS requirements. We also recently installed a Barracuda back appliance as part of providing Managed Back Up service. Lincoln County also uses our Managed Anti-Virus and Hosted Exchange and Email Cloud services.

City of Bath

Burgess Technology Services has done a wide range of projects and work over the years for the City of Bath. On an ongoing basis, we provide hardware and software maintenance and support both remotely and during monthly onsite visits. The City is on a managed services plan which includes monitoring, providing routine and preventive maintenance, and addressing issues as they arise. The City has offices in multiple locations, and we maintain firewalls and intersite connectivity for 9 different office locations. We also support the City's Active Directory, Munis and Rectrak software, etc. The City uses our Microsoft 365, Managed Anti-Virus, Managed Backup and Email Security services.

Boothbay Region Water District

On an ongoing basis, BTS provides managed IT services and support for the Boothbay Region Water District. Burgess is responsible for managing the network and handling installation, maintenance and support for the network and associated workstations. Once a month, we

provide a network engineer to perform maintenance and support onsite. During normal business hours, we provide helpdesk services and remote support. Nights and weekends, the Water District is supported by our on-call technicians as needed. We have also provided software development and other technical support. Boothbay Region Water District uses our Managed Back Up, Microsoft 365, Managed Anti-Virus and Web Hosting Cloud services.

Town of Buxton

Burgess was selected to provide Information Technology services for the Town of Buxton and the Buxton Police Department in 2019, and is responsible for network and IT infrastructure support, maintenance and optimization. This includes monitoring all of their network equipment including servers and workstations. A Network Engineer is scheduled onsite one day a month to perform preventative maintenance, routine updates, and provide any other onsite support needed. We also provide help desk services and remote support. The Town of Buxton also utilizes our Managed Back Up, Microsoft 365, Managed Antivirus and Email Security cloud services.

Two Bridges Regional Jail

Burgess has a long-standing business relationship with Two Bridges Regional Jail. Burgess was chosen as the IT consultant for the Two Bridges Regional Jail early in the construction process, in July of 2005. We provided full-service consulting and implementation services for the Jail, including evaluation, comparison and recommendation of software packages to run the 120 bed facility; design and implementation of both the facility's permanent computer network and interim networks during construction; and vendor management of security electronics, radio and telecommunications vendors. In addition, we established network monitoring, outage notification routines, and back up routines. We also created a Disaster Recovery/Emergency Plan for the facility.

On an ongoing basis, Burgess Technology Services continues to provide day-to-day IT support for Two Bridges Regional Jail. Using a managed service model, we provide maintenance and support services, help desk services, remote support and on-site weekly visits. At night and on weekends, Two Bridges Regional Jail is supported by our on-call technicians as needed. Additionally, we provide 24x7 network monitoring and support for other vendors, such as the security control system, when systems fail or need to be accessed remotely. The Jail also uses a variety of our Cloud services: Managed Back Up, Managed Anti-Virus and Hosted Exchange and Email. We assist the Jail with planning and recommendations for improvements to their network and various IT systems on an ongoing basis.

Molnlycke Healthcare

Molnlycke Healthcare, based in Sweden, is a global leader in the manufacture of products and services for the professional health care sector. Burgess has provided IT Support for one of Molnlycke's subsidiaries located Wiscasset, ME for many years. Our support includes network and infrastructure support and software development. In late 2012, Burgess started providing IT consulting services to Molnlycke during the construction of their new manufacturing facility at Brunswick Landing (formerly the Brunswick Naval Air Station.) Burgess services provided to Molnlycke have included network engineering services, including onsite support of system deployment, software development, vendor management and coordination, and network installation including servers, PC's, and switches.

Five County Credit Union

Five County Credit Union is a local credit union with locations ranging from Scarborough to Skowhegan. Burgess Technology Services supports the credit union's networking and computer equipment, provides help desk support, and provides vendor management of financial, security and telecommunications providers for the credit union. We work with their Network Administrator and provide network design and higher-level support. Five County also use a variety of our Cloud services: Managed Back Up, Managed Anti-Virus, Microsoft 365, and Barracuda Email Security. They also use our Duo Two Factor Authentication service, KnowBe4 Security Training service and Arctic Wolf Security Monitoring and Log Retention Service.

An example of a multifaceted project in which Burgess took a lead role was Five County's implementation of remote branches. This project involved multiple areas of our organization. Our networking and software development staff worked as a team with Five County to create and implement new business solutions in supporting the set up and operations of the new video remote branches. We designed the network and handled all the installation of the servers, video equipment and kiosk screens, and worked with Five County's specialized software and phone system software vendors. We also completed a major project which included installation of virtual servers at Five County's headquarters. As part of this project, we designed and implemented a real-time failover disaster recovery site at one of their other locations.



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References

Listed below are four references, including a contact person and their contact information, and brief description of services.

Reference Name: Lincoln County

Address: 32 High St, Wiscasset, ME 04578

Contact Person: Carrie Kipfer, Business Manager

Telephone number: 207-882-6311

Email Address: cKipfer@lincounty.me

Services provided: Burgess is responsible for handling all of their network requirements and other IT support requirements, including monitoring, help desk services, on site network and pc support, remote support and cloud services. The services we provide are described in more detail in the Qualifications and Experience section of this RFP response.

Reference Name: City of Bath, Bath Police Department

Address: 55 Front Street, Bath, ME 04530

Contact Person: Michael Fields, Chief of Police

Telephone number: 207-443-5563

Email Address: mfield@cityofbath.com

Services provided: Burgess is responsible for handling all of their network requirements and other IT support requirements, including monitoring, help desk services, on site network and pc support, remote support and cloud services. The services we provide are described in more detail in the Qualifications and Experience section of this RFP response.

Reference Name: Town of Buxton

Address: 185 Portland Rd., Buxton, ME 04093

Contact Person: Kim Beam, Treasurer

Telephone number: 207-929-6171

Email Address: kbeam@Buxton.me.us

Services provided: Burgess was selected to provide Information Technology services for the Town of Buxton and the Buxton Police Department in 2019, and is responsible for network and IT infrastructure support, maintenance and optimization. The services we provide are described in more detail in the Qualifications and Experience section of this RFP response.

Reference Name: Boothbay Region Water District

Address: 184 Adams Pond Rd., Boothbay, ME 04537

Contact Person: Jonathan Ziegler, General Manager

Telephone number: 207-633-4723, ext. 112



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Email Address: jziegra@bbrwd.org

Services provided: Burgess is responsible for handling all of their network and other IT support requirements, including monitoring, help desk services, on site network and pc support, remote support and cloud services. The services we provide are described in more detail in the Qualifications and Experience section of this RFP response.

Proposed Services/Technical Proposal

Service Offerings

Support Services

For the Town of Lisbon, we propose a BizGuard Guardian plan. Under the BizGuard Guardian plan, you pay a fixed monthly fee which includes monitoring, preventative maintenance, help desk and remote support as required. Details of what is included in the BizGuard Guardian Plan can be found in Appendix B.

As part of our BizGuard Guardian plan, we install a small monitoring software agent on each network node (server, workstation, etc.) to quietly watch these network devices 24/7/365, and alert us when any faults occur. Our monitoring service provides security features such as applying patches and updates, and gives us the ability to identify network or other potential issues before they cause a significant problem. A summary of what we monitor can be found in Appendix C.

Monitoring alerts are reviewed by Burgess Technology Services' IT Support Specialists and Network Engineers, and are routed to the appropriate staff member or service queue; some alert tickets are automatically routed, depending on severity. In addition, reports are run to identify areas of concern.

Our help desk is available as an initial place to go for help, problems, etc. Calls/emails are directed as needed or handled immediately, depending upon the nature/ gravity of the problem. If a call comes in, the Service Manager will first speak with the caller and triage the problem, considering such elements as the extent, severity and impact of the problem. Based on those considerations, a remote support engineer may be tasked to further diagnose or resolve the issue remotely; if it is determined that onsite support is necessary, BTS will contact the Town to authorize on-site service. Typically, our Help Desk is the first stop for any notification of problems that we receive; problems are often addressed and closed out at that level. However, if an issue requires escalation, it is routed to a network engineer, account manager or another staff member with the expertise needed to resolve the issue.

Regular Help Desk, Remote Support and Onsite Support is available during our normal business hours, which are weekdays from 8 am to 5 pm, Monday through Friday (excluding major holidays.) Outside of our normal business hours, Emergency After Hours support is available on a 24/7 basis.

To obtain after hours support, customers call our regular telephone number, select the Emergency After Hours support option, and leave a message. A Network Engineer is then paged and will contact the customer who called.

An important element in our provision of seamless support is scheduled preventative maintenance. A designated Network Engineer is assigned to run through a preventative maintenance checklist and perform routine maintenance to ensure that equipment is running optimally; and to make sure updates and software patches are applied. A sample Preventative Maintenance Checklist can be found in Appendix D. Additionally, we gather information that will be used in planning, reviewing performance, and identifying problems that, if left untreated, could cause significant operational issues for the organization.

If scheduled maintenance is required, we would work with you to determine a time that is the least disruptive to your operation. For example, many updates can be scheduled to occur at night. If a shutdown/restart is needed, it would be scheduled to occur when no one was likely to be working. If a shutdown were to be necessary during regular business hours, we would speak with you and work to minimize any disruptions.

We also continually monitor end-of-life schedules for IT products. We communicate with customers well in advance and assist them in planning for replacement and/or upgrades as needed. We also maintain equipment inventories and will, with the Town, plan for replacements.

Burgess Technology Services provides support as needed/desired in ordering, installing and configuration of new equipment, including servers, workstations, firewalls and other network related equipment. In addition, we track licensing and renewal requirements for our customers. (This includes firewall support and other software support.) We document licensing information, expiration/renewal dates, etc. Reports are run on a monthly basis to identify upcoming licensing/renewal requirements. We'll notify you of the upcoming licensing/renewal requirement, provide information and/or options, and work with you to determine how you'd like to proceed. We'll then act as agreed upon and approved.

As part of our support, we also provide third-party vendor management. (Third-party vendors might include an Internet Service Provider (ISP) or specialty software vendor such as Trio.) When dealing with

vendors, we utilize our technical knowledge, experience in negotiation, contract management, and partnerships to obtain optimal results.

Strategic Planning

Burgess Technology Services has extensive experience in providing IT Consulting and Strategic Planning. As mentioned above, our weekly onsite visits, monitoring and remote checks provide us with an intimate and extensive understanding of how IT equipment and services are operating. We use that detailed network knowledge to support organizational short- and long-term planning. In addition, we constantly monitor new technologies and identify those that could benefit our customers, create efficiencies and/or improve areas of operation, security, etc.

Burgess Managed Back Up

For the Town of Lisbon, we'll implement our Managed Back Up service, which would include installation of Barracuda back up appliances. As part of the implementation, we'll take care of all aspects of configuring your backup software installation. Backups can be scheduled to run daily, weekly, or monthly, or as frequently as every two hours for near continuous backup. We'll work with the Town to select their back up sets, and to determine the backup frequency. Back up policies will be put in place to meet Town requirements. In addition, we monitor backups daily and correct backup problems if they occur. With our managed back up service utilizing the Barracuda appliances, full backups of local servers are stored locally on an appliance and synchronized offsite for complete data protection. Offsite backups use multiple data centers located thousands of miles apart to ensure data protection and availability from anywhere with internet access. If it becomes necessary to recover files, we can start the process immediately. We'll also schedule back up test restores to ensure the integrity of the backups. In the deployment, a private encryption key is used to further secure the data. Only the Town of Lisbon and Burgess Technology Services will have this encryption key.

Managed Anti-Virus

Our Managed Anti-Virus service, which we propose implementing for the Town, is integrated with our monitoring software and combines Cloud management with on-premise protection to provide dependable endpoint security. Burgess Managed Anti-Virus is optimized to scan files for threats quickly – without impacting system resources or slowing down PCs – so users don't notice it's running (even during scans.) It also handles remote laptop protection, and automatically scans USB flash drives and other removable drives and files for threats before they can access and infect your PCs. Burgess Managed Anti-Virus leverages highly sophisticated detection methods to monitor and protect against malware threats, including zero-day vulnerabilities, in real time.

Hosted Anti-Spam/Email Protection

For email protection, we propose implementing our Barracuda Essentials Email Protection, which includes SPAM and virus filtering, email encryption and outbound email data loss prevention. Our Hosted Mail Protection solution blocks spam and virus-laden emails at the internet – before they enter a customer’s network and infect equipment with expired or un-updated antivirus protection. Hosted Antivirus/spam updates are automatic and unobtrusive. In addition, the service is customizable so each person can manage their spam notifications, whitelists and blacklists through an easy-to-use, secure portal. It also includes easy-to-use configurable spam management tools such as one-click mail release and white-listing. Our hosted Mail Protection also offers email encryption. By adding the word “secure” to the subject line of an email, email will be routed to a secure portal and the recipient is notified. The recipient then logs into the portal to retrieve the message. This form of communication is required when emailing sensitive or confidential information. In addition, all email communication is copied to a separate, protected area for archiving. This provides a searchable online database for all email communication, preventing someone from deleting emails to hide communications.

Disaster Recovery

Developing a comprehensive disaster recovery plan is not a small undertaking. Understanding RTO (recovery time objectives, or how long it takes to recover from a disaster) and RPO (recovery point objectives, or how far back your recovered data takes you) must be clearly defined and understood. Our process begins with a planning meeting, where these objectives would be discussed. We would then provide a gap analysis, detailing your current recovery status compared to your desired position, along with a proposal to eliminate the gap. Developing the procedures, documentation, and plans for keeping the information up to date would also be discussed as part of process. Burgess Technology has successfully developed disaster recovery plans for many clients and brings the experience and knowledge to do so.

Other Services

In addition to the services and support detailed in the RFP, we provide the following services as needed and/or desired. We would be happy to provide cost information for any the Town would be interested in.

Microsoft 365

Microsoft 365 includes full versions of Office including Word, Excel, Outlook, PowerPoint and Teams. Microsoft 365 provides all the benefits of Microsoft Exchange email, without requiring the use of an onsite server. Mailboxes and storage can be added (or removed) at any time, and a new email box can be added by simply calling our Help Desk. All of Microsoft Outlook’s features are available, including the ability for users to access email using multiple devices,

share public and private address books, calendaring, etc. We can also provide archiving functionality, which can be used to set up policies to hold and retain emails as required.

Two Factor Authentication Service

Burgess offers a Two Factor Authentication service that provides multifactor authentication services for VPN, Active Directory and other applications. This has been a CJIS requirement and we have implemented this for police agencies in addition to other customers.

Arctic Wolf Security Monitoring and Log Retention Service

We offer Arctic Wolf, a Security Monitoring and Log Retention Service providing advanced detection capabilities. This service includes 24x7 threat monitoring; log analysis and storage; cyber security incident response; proactive threat hunting; external vulnerability scans; compliance controls monitoring and malware analysis. This service also includes immediate response when malicious activity is detected.

Security Awareness Training

Burgess Technology Services is a KnowBe4 Security Training partner. We offer a KnowBe4 Security Training Package that provides security awareness education for an organization's employees. It includes managed security training sessions and simulated phishing attacks. Trackable training campaigns provide instruction and real-world examples of phishing, spear phishing, and other malicious attack types. Security training is proven to be one of the most effective ways to prevent data breaches or financial loss due to scams.

Software/Web Development and Support

We have developed database & software systems; web-based software applications; business management applications, and customized software to meet specialized requirements. In addition, we have developed programming for integration of existing applications, and have created reports and reporting capabilities. We also provide web hosting and website support.

Onboarding & Transition Plan

Onboarding

When starting work with a new customer, our first step is to develop an understanding of the customer's organization, its requirements, constraints, support history, and current and future goals. We focus on developing a strong working relationship and establishing lines and methods of communication that support knowledge sharing. The Account Manager will go on site to all Town locations to perform an initial network evaluation, review and document existing hardware (including

servers, workstations, firewalls, switches, routers, etc.) and software inventories and create network documentation. This will include gathering information on security, access, licensing, and other IT related issues. It will also include talking with Town representative(s) to develop a full understanding of your requirements.

We'll perform a network assessment and analysis to identify any existing network concerns, which could include issues related to age of equipment, security (both network and security of individual equipment such as laptops), and operational performance. The analysis will also include a risk assessment.

Based on the analysis, we'll identify areas of concern and opportunities for improvement, as well as those parts of the network that are sound and reliable. We'll develop and present you with both immediate and long-term recommendations. Our goal will be to provide you with the information you need to make rational, informed decisions regarding your technological infrastructure.

In addition, as part of the onboarding process, we'll install a monitoring software agent on network devices to enable us to start monitoring your network. We'll also install and set up other services such as managed back up, managed anti-virus, hosted anti-spam, etc. as appropriate.

Transition Plan

If possible, we would plan to coordinate with the Town's current IT vendor to make a smooth transition. Our proposed transition plan is outlined in the table below.

Period	Tasks Include
3/22/21 – 3/26/21	<ul style="list-style-type: none"> • Award date/sign contract • Set up dates for meeting with Town representative(s) and performing onboarding tasks. • Obtain contact information for current vendor(s) • Contact Town's current vendor to request information and discuss transition. • Start gathering available documentation and information (such as network logins, firewall information, other vendors, etc.)
3/29/21 – 4/9/21	<ul style="list-style-type: none"> • Start the onboarding process. • Meet with Town Representative(s) • Review/update hardware & software inventory and create/verify network diagrams.

	<ul style="list-style-type: none"> • Perform discovery: detailed operational needs and requirements, including back up requirements. • Determine immediate problems/needs (if any) • Collect/confirm network information (logins, passwords, licenses etc) • Obtain list of software and other applications. • Install monitoring software • Set up other services if appropriate (such as managed anti-virus, etc.)
4/12/21 - 4/16/21	<ul style="list-style-type: none"> • Install Barracuda Backup Appliance • Confirm/configure backups, including file selection, frequency, etc. • Test to make sure monitoring software, backups, etc. are set up and working properly. • Provide report of immediate and long term recommendations to Town. • Discuss any immediate actions that need to be taken. • Start discussion of disaster recovery and business continuity planning.
4/19/21 – 4/23/21	<ul style="list-style-type: none"> • Contract and support begins • Address immediate issues (if applicable.) • Perform test restore from back up • Review disaster recovery plan and other documentation as available.

Financial Proposal

We've broken out the cost of services into 5 sections: BizGuard Guardian Managed Services Plan Costs; Barracuda Appliance Managed Back Up Costs; Managed Anti-Virus Costs, Hosted Anti-Spam/Email Protection Costs; and Hourly Rates for Work Outside the Scope of the Agreement.

BizGuard Guardian Managed Service Plan Costs

For the Town of Lisbon, we propose a BizGuard Guardian plan. Under the BizGuard Guardian plan, you would pay a fixed monthly fee of **\$4,235** which includes monitoring, preventative maintenance, technical expertise, network administration, help desk and all other remote support. Details of what is included in the BizGuard Guardian Plan can be found in Appendix B. A copy of the BizGuard Service Level Agreement can be found in Appendix E.



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Barracuda Appliance Managed Back Up Costs

The proposed cost for Managed Back Up for the Town of Lisbon would be **\$ 750/month**. This includes two 4TB Barracuda backup appliances, one for the Town Office and one for the Police Department. Each device stores backups locally, as well as syncing data with the cloud over an encrypted connection. Because IMC data contains criminal justice information, and the CJIS Security Policy section 5.10.1.2 requires that FIPS 140-2 certified encryption be used, all IMC data will be managed appropriately.

Burgess Managed Anti-Virus

The proposed cost for Managed Anti-Virus for the Town would be **\$ 154/month** for 77 devices. Our managed Anti-Virus includes the software all labor to monitor and resolve antivirus software problems. Additional devices (i.e. servers or workstations) would be an additional **\$2 /device/month**.

Proposed Hosted Anti-Spam/Email Protection Costs

The proposed cost for Barracuda Essentials Complete Email Protection for the Town of Lisbon would be **\$340/ month** for 68 mailboxes. Costs for additional mailboxes would be **\$5/mailbox/month**.

Hourly Rates for Work Outside the Scope of the Managed Services Agreement

For work that is not included as part of the managed services agreement, Burgess Technology Services will charge hourly rates as follows:

- \$140/hour for all work during regular hours except Consulting
- \$140/hour for Consulting
- \$280/hour for Emergency After Hours work



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Appendix A

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/25/2021

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

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

PRODUCER Riley Insurance Agency, LLC 139 Maine Street P. O. Box 659 Brunswick ME 04011		CONTACT NAME: Lori Davis PHONE (A/C, No, Ext): (207) 729-3321 FAX (A/C, No): (207) 729-4056 E-MAIL ADDRESS: ldavis@rileyinsurance.com	
INSURED Emance, Inc. Dba 6 Oak Grove Ave Bath ME 04530		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of AM INSURER B: Charter Oak Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 25615	

COVERAGES**CERTIFICATE NUMBER:** CL2122415803**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		6801G860513	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Info Security Liab \$ 1,000,000			
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$			
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				CUP6J622459	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				UB7J618051	08/01/2020	08/01/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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Appendix B

BizGuard Guardian Plan Details

BizGuard Guardian Plan Details

The Guardian Plan consists of the following:

✓ **Site Documentation**

The onboarding team will develop network documentation to assist in supporting your organization's network infrastructure and systems. This documentation will include at a minimum:

- Hardware and Software Asset Inventory
- ISP and Website Hosting information
- Network Diagram with IP addresses of equipment
- Usernames and Passwords for all critical hardware, software, and third-party portals
- Data backup schedules and backup sets

✓ **Server and Workstation Monitoring**

The onboarding team will deploy monitoring software that will proactively alert support staff to possible issues with equipment. The monitoring software will provide authorized technicians with remote access. Some of the items monitored will include:

- Disk free space
- System performance
- Status of Windows Services
- Operating system patching
- Antivirus update status
- System and Event Logs
- Hard Disk Health (SMART Enabled device only)

✓ **Server and Workstation Preventative Maintenance**

After successful deployment of the monitoring software, prescheduled preventative maintenance will occur on covered systems, including:

- Windows and Supported Third Party Patch Management
- Review backup logs for failures
- Review antivirus updates for failures
- Review System and Application Event Logs
- Verify RAID disk health
- Backup Firewall and Switch configurations
- Battery Backup testing
- Update documentation

✓ **Unlimited Help Desk Telephone and Remote Support**

Our team of knowledgeable help desk technicians are available to answer questions and solve problems quickly over the phone or through remote support. If the help desk technician is unable to solve the problem in a reasonable amount of time using remote support tools, or deems the problem requires onsite assistance, your request will be escalated to a site engineer.

✓ **Unlimited Server Administration**

As part of the Helpdesk and Remote Support service, basic Server Administration is included. Basic Server Administration includes:

- Create, disable or maintain user accounts
- Change or reset user passwords
- Add/remove users from security groups
- Create/change file shares

✓ **Tier 2/3 Support**

Tier 2/3 level remote support is included. Examples of Tier 2/3 support include hardware configuration changes, firewall and switch configuration, virus removal, server failures, and other support involving a higher degree of complexity.

✓ **Monthly Network Health Report**

Available upon request is a detailed network health report, as well as a detailed listing of any support incidents created.

✓ **Quarterly Meeting**

Quarterly, we will meet with Lisbon's team to review performance and upcoming issues, concerns or projects.

✓ **Annual Technology Review**

Annually, we will meet to review your technology position and provide recommendations and guidance on improvements.

✓ **Vendor Liaison**

We will act as a liaison between your company and other third party technology vendors to solve problems including Internet Service Providers (ISP), hardware vendors, accounting or other line of business applications.

Items Not Covered

The following items are excluded from the Guardian managed service plan:



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✓ **Hardware and Software costs**

The cost of any hardware or software will be billed in addition to your service plan, including:

- Hardware or Software required to troubleshoot or resolve break/fix issues
- Hardware upgrades
- Operating System or Software upgrades
- Hardware or Software service agreements
- Annual maintenance agreements for software or hardware

✓ **Onsite Support**

Onsite technical support labor is not included. Any onsite technical support will be billed on an hourly basis. Onsite labor has a one hour minimum charge. Travel time is billed door to door.

✓ **Installation of New Hardware, Software, or Other Equipment**

Services to implement new hardware, software or other equipment will be billed on an hourly basis.

✓ **Non-Supported Software, Services or Equipment**

Burgess Technology cannot effectively manage the performance of your network or systems when new software, services (such as new internet connections and cloud applications) or equipment are installed without our knowledge or participation. Software and equipment not explicitly listed and agreed upon will not be covered, unless the software or equipment is pre-approved and installed with the participation of a Burgess Technology technician.

✓ **Problems caused by Non-Supported Software and Equipment**

Resolution of problems caused by non-covered software or equipment will be billed on an hourly basis in addition to your service plan rates.

✓ **Network Relocation**

Server, workstation and printer moves will be billed on an hourly basis in addition to your service plan rates listed in Schedule B.

✓ **In-Depth Software Training**

Burgess Technology helpdesk is very effective in answering quick software "how to" questions. If a software "how to" question exceeds a brief explanation, help desk may recommend a more detailed training plan for your staff. More in-depth software questions may be handled on a case-by-case basis.



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Appendix C

Burgess Technology Services Monitoring Services

Managed Services – Monitoring

SECURITY:

- **Patching (Windows & 3rd Party):**
 - The patch management tool enables BTS system administrators to deploy Microsoft product updates across the organization from a centralized source.
 - There are a range of monitoring checks to monitor the most common third party products. This includes indicators and counters to determine the status of your network, servers, workstations and applications.
- **Anti-Virus Updates:** The Anti-Virus Update Checks monitor the anti-virus program's pattern file to determine whether it is in sync with the vendor's latest published version.
- **Back-ups:** The Backup Check determines the status of the backup, ensuring that in the event of any problems on the server, there is a backup to restore from.
- **The Vulnerability Check is a Daily Safety Check** that runs each day performing a scan of the local machine reporting the Missing Patches - and Vulnerabilities. (Vulnerabilities remain amongst the most disruptive and damaging types of problems experienced in real-world networks, causing lost time and potentially, security breaches.
- **Hacker checks:** The Hacker Check is used to identify the total number of unsuccessful login attempts on the monitored device over the past 24 hours.

PERFORMANCE:

- **CPU Usage:** Processor Utilization is the percentage of time that the core/processor is actually occupied compared to the total time the core/processor is available for use.
- **Memory Usage:** The Memory Usage check monitors Available memory; Committed bytes (the demand for memory); Pages per second; Non-pageable memory (memory that was allocated to processes which have either exited abnormally or have not returned the memory to the Operating System for reuse and memory in use by running processes).
- **Disk Activity:** This gives an indication of the overall performance of the disk.
- **Bandwidth:** Understanding network bandwidth usage is a key factor in optimizing network design for maximum efficiency and planning for its development. Bandwidth Monitoring is used to monitor physical network interfaces and/or virtual network interfaces on managed devices (such as switches, routers, printers, etc.) Bandwidth Monitoring is also used to identify any network bottlenecks and which devices are hogging available network bandwidth.

BUSINESS APPLICATION HEALTH:

- **File Size Check:** When files and folders grow unbounded in size, this can often be an early indicator of a problem on a system, for example a Microsoft SQL Server log file can easily grow to fill the entire disk. Similarly, if a file or folder is below an expected size then this can also indicate a problem, for example if an application has not written to its log file because it failed

to run. The File Size Check allows you to monitor the size of a group of files, folders (and subfolders), generating an alert when the size is greater or less than the specified threshold.

- Exchange: One of the most common problems with Microsoft Exchange Server is the Information Store growing too large to be easily administered. Keeping an eye on the Exchange Information Store is vital to the service running well and ensures you've space to work on it if required.
- SQL
- All major business applications
- Custom applications

HARDWARE:

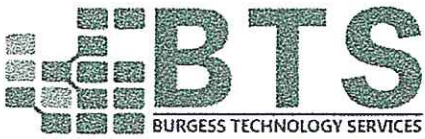
- Disk Free Space: Disk space refers to the amount of storage space available. This is monitored, and alerts are generated when disk space falls below a defined percentage or free space amount.
- Disk Space Change: The Disk Space Change Check generates an alert when the data consumed on the disk matches or exceeds a threshold value during the previous twenty four hours. When the data on the disk increases by a significant amount, it may be an indication that there are problem applications that are using up a significant amount of space.
- Fan Health: The status of the processor fan(s) in the system is monitored to make sure they are working properly and providing adequate cooling.
- CPU Health: This monitoring feature looks at a number of areas to evaluate the overall health of the CPU. These areas include the processors (including CPU utilization); cores (units that read and execute program instructions); threads (the smallest sequence of programmed instructions that can be managed independently); and caches (a small area of fast memory used by the central processing unit).
- Power Supply Health: The status and overall condition of power supplies are monitored.
- Disk Health: This is used to analyze the disk subsystem and gives an indication of the overall performance of the disk.
- RAID Status: This monitors multiple elements of the storage sub-system.

INVENTORY/ASSET TRACKING:

- Software & Licensing
- Personal Computers
- Servers
- Mobile Devices: Our monitoring software includes the ability to track voice, SMS and data usage for mobile devices. Also, it can be used to set passcodes, remotely lock and wipe the device.

OTHER:

- Battery Back-up Status
- Custom alerts



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Appendix D

Preventative Maintenance Checklist

Burgess Technology Services Preventative Maintenance Checklist:

Item	Description	Completed	
		By	Date
Anti-Virus Updates (Client/Server)	MONITORING Anti-Virus Protection Report. Also look at workstation checks in MONITORING (if appropriate)		
Review Anti-Virus threat report	MONITORING Anti-Virus Threat Report.		
Check Server & Workstation Critical Updates	MONITORING Patch Overview Report		
Check Security Event Viewer	MONITORING Critical Event Report		
Check Application Event Viewer	MONITORING Critical Event Report		
Check System Event Viewer	MONITORING Critical Event Report		
Domain Controllers	Get event logs, event viewer		
MONITORING Pruning	Remove/Delete invalid/obsolete workstations from MONITORING, if appropriate		
Overall Server Health (RAID/Mirror)	Hardware Monitoring check/RAID. Check RAID software/Disk manager for drive status, note. Check memory usage, cpu usage, etc.		
Backup Config File from Firewall	Backup customers firewall configuration to a file then store in customers folder		
Check Router/Switch Fans	Check all fans, clean dust out.		
Hardware and Fan Check	Check all fans in server, workstations.		
Update Network Documentation	Update Network Documentation with any changes, etc.		
Backup Test Restore	Restore a file to an alternate location as a test.		
Verify System State Backup	Ensure that customer has a valid and current System State backup in place.		

Backup Logs	Check back up set. Check resets. Make sure all servers, critical applications and local documents are backed up. Check data backup frequency.		
Port Scan Firewall	Run a port scan and save output to text file.		
System Pruning	Remove unused programs and user accounts from the server.		
DNS Pruning	Scavenging old DNS records, check configuration setting, check DNS forwarders		
VMWare check	Check that Vmotion is working, check alarms		
Server Monitoring Review	Check to see that all services are being monitored		
MONITORING Agent Updates	Check to make sure the MONITORING agent is on the latest version, update if needed.		
Battery Backup Test	Test battery backup by unplugging from the wall. Check that server does a graceful shutdown. If VMWare is present, make sure it's set up for battery back up		
Firewall Audit	Verify if any custom firewall rules are required, have up to date descriptions and that firewall meets current security standards.		



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Appendix E

BizGuard Service Level Agreement



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**BizGuard Guardian
Managed Services
Service Level Agreement**

This Service Level Agreement (SLA) is made on _____, between
("Client"), whose main offices are located at _____, and
Burgess Technology Services ("Vendor"), whose offices are located at 6 Oak Grove Ave, Bath, ME 04530.

System Maintenance

Vendor will maintain each device that meets the systems requirements listed in Schedule C. Such devices shall be maintained in their approved configurations; BTS is responsible for the covered devices. This Agreement defines the responsibilities of each party.

Infrastructure Services

Client agrees to provide Vendor with regular and necessary infrastructure services required to provide the Managed Services described in this agreement. (See Schedule B for covered and non-covered services.) These include, but are not limited to, network connectivity, adequate hardware, adequate power, and remote access to the covered devices. Remote access to these servers includes having access to the Management Console of covered devices.

Customer Requirements

1. High-speed (broadband or equivalent) internet access. (Satellite service does not qualify.)
2. Legal copies of software
3. VPN access for Vendor personnel

Covered Services

The following options that have been selected by the Client will performed as services by Vendor on the Client equipment as described in this SLA.

Monthly Cost: \$	
<ul style="list-style-type: none">• 24/7 monitoring of critical server functions to ensure key systems are operational, including backup and antivirus.	<ul style="list-style-type: none">• See Schedule B for covered and non-covered services
<ul style="list-style-type: none">• Installation of necessary Microsoft Windows Critical Updates on workstations and servers	<ul style="list-style-type: none">• Technology planning and consultation meetings (available upon request)

<ul style="list-style-type: none"> • Access to 24 hour emergency response pager (after hours rates apply) 	<ul style="list-style-type: none"> • Report that details the health of your network (available upon request)
--	---

Notes

- After hours and weekend service (emergency service) is billed at 1 ½ hours per hour worked. Minimum charge of one emergency hour.
- If a BTS employee is required to work at a Client's physical location before- or after-hours, a Client representative must be present and in the general vicinity of the area where the work is performed.

Exceptions

In the event that Client desires a change to the approved configuration of a covered device, Client will submit a request via e-mail to Burgess Support Team (support@btsmaine.com). Vendor will review all requests for change within 48 business hours and notify Client of its decision. Vendor will make a good-faith effort to accommodate any reasonable request for change to a device.

Client must follow the process as identified above before adding additional devices to the network, or before adding software applications to the covered devices. As part of the approval process, Vendor will evaluate a requested software application's impact on the covered devices, and determine what effect it will have on the terms of this agreement. Testing may be required by Vendor if the application has the potential to impact the reliability or performance of a managed device. This testing will constitute part of the Client's monthly support hours, or will be performed at the Client's expense on a time and materials basis if necessary or preferred. If the Client can demonstrate an adequate test and acceptance plan, this testing by Vendor will be waived.

Client may not add, modify, or delete any service or application on covered devices except as expressly defined above. Any changes made without following the above process will void the service level requirements until the change goes through the process.

Client agrees that Vendor will not be responsible for any problems caused by configuration changes made by Client. Any assistance provided by Vendor to resolve these issues or to return a device to its approved configuration due to changes made by Client will be chargeable as described in schedule B.

Other Applications and Services

The covered devices may host services or applications outside the scope of this agreement, and Vendor and Client may each have partial responsibility for the functionality provided by a single device as follows:

Client will be responsible for services and applications that shall be identified during the setup process.

Other Devices

Client is not required to report changes to systems that are not covered under this agreement. However, Vendor requests 4 hours advance notice of changes that could affect covered systems. This includes, but is not limited to, infrastructure changes or hardware maintenance of covered systems.

Service Request

If the Client submits a Service Request for a covered device through an e-mail or via phone to the Burgess Support Team, Vendor will begin troubleshooting to resolve the issue. Regular status updates will be provided to the Client Technical Contact until the issue is resolved *within the framework of their service level*.

In the event an issue is determined to be related to hardware failure, Vendor will notify Client, and Client assumes responsibility for repairing or replacing the failed hardware. Any services provided by Vendor related to hardware failure may be deducted from technical support hours or charged on a time and materials basis, as described in Schedule B.

Response

Services shall be delivered during normal business hours upon receiving an alert from a covered device. Vendor will log the alert and begin troubleshooting the issue. Vendor will notify the Client Technical Contact, and provide technical support up to the levels defined in Schedule B, after which the support becomes billable. Normal business hours are Monday to Friday 8:00 a.m. to 5:00 p.m. Eastern Time, exclusive of holidays observed by Burgess Technology Services.

If a Service Request is made by Client by phone or email, Vendor will respond within the time frame described below:

Network Wide	2 Business Hours
Email Helpdesk	2 Business Hours
Phone Helpdesk	2 Business Hours

Reporting

At the beginning of each period as specified in Covered Services, above, Client will receive a summary of service requests during the previous period.

Software Updates

Driver updates, BIOS upgrades, firmware updates, and other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.



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renew this SLA. If no notification is received as detailed above, the Agreement will automatically renew upon expiration of the period.

Limitation of Liability

IN NO EVENT SHALL VENDOR BE LIABLE TO CLIENT FOR LOSS OF PROFIT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OF OBLIGATIONS UNDER THIS AGREEMENT OR FOR ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY. IN NO EVENT SHALL VENDOR'S LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNT OF THE FEES PAYABLE BY CLIENT TO THE VENDOR.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above set forth.

Burgess Technology Services

By:

(Authorized signature)

Name:

Title:

Date:

CLIENT:

By:

(Authorized signature)

Name:

Title:

Date:



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Schedule A
Individuals Authorized to Request Service

Date:

Organization:

Point(s) of Contact

The following individual will act as a primary point of contact for, and may authorize any services provided by Burgess Technology Services:

Name:

Email:

Primary Phone:

Mobile Phone:

Additionally, the individuals listed below may request/utilize service. (Add additional sheet for more names.)

Name:

Email:

Primary Phone:

Mobile Phone:

Name:

Email:

Primary Phone:

Mobile Phone:

Authorized Signature:

Title:



MEMORANDUM

TO: Diane Barnes, Town Manager
FROM: Brett Richardson, Economic & Community Development Director (ECD)
SUBJECT: AARP Community Challenge grant application
DATE: March 16, 2021

The AARP Community Challenge program provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. Applications are accepted for projects to improve public spaces, housing, transportation, civic engagement, coronavirus recovery, diversity and inclusion, and more.

The Town of Lisbon's Police, Public Works, and Parks and Recreation, and Economic and Community Development Departments have teamed up to develop a project to improve pedestrian safety and mobility in Lisbon's village areas. The collaborative project will include the installation of a permanent raised speed table on School Street to slow vehicle traffic near the MTM Center, the purchase and installation of 12 in-street crosswalk signs to enhance pedestrian safety, and community engagement through celebratory painting of the crosswalks during summer 2021.

The proposed project will assist Lisbon residents and visitors of all ages to safely access MTM Center, local trails and parks, Grazi Square, and village businesses.

The budget for the proposed projects is \$22,500. No matching funds are required. The application is due April 14th and awards are announced in June 2021. Public Works has the capacity to complete the project as proposed, and Lisbon's Police Department has endorsed the project as a top public safety priority.

On behalf of Police, Public Works, and Parks & Recreation Departments, we respectfully request Council approval to submit an application to AARP for \$22,500 for the village areas pedestrian improvement and safety project, and if the grant is awarded to implement the project as proposed.



MEMORANDUM

TO: Diane Barnes, Town Manager
FROM: Brett Richardson, Economic & Community Development Director (ECD)
SUBJECT: Maine Community Foundation Start Up Scale-Up Grant Application
DATE: March 16, 2021

The Maine Community Foundation's (MCF) *Start Up Scale Up Grant Program* invests in nonprofit organizations and projects that help start up new businesses or help grow existing businesses. This includes but is not limited to "incubator" and "accelerator" programs and collaborative workspaces such as "makerspaces" or "coworking" spaces. By supporting innovation and entrepreneurship, these organizations and projects help support Maine people, contribute to community vitality, and help grow Maine's economy.

The Town of Lisbon was selected by MCF as an Entrepreneurship Ecosystem (EE) pilot community in 2020. The local planning phase for Lisbon's entrepreneurship initiative has been completed and the implementation phase of the programming is underway. The Town Council approved a proposed budget and project list during their meeting on March 2, 2021, including a budget of \$47,500 to advance development of an entrepreneurial hub in a village area of Lisbon.

As currently envisioned, development of the local entrepreneurial hub will include revitalization and upgrades to an underutilized building in a visible, high-traffic area of Lisbon. Pending additional analysis and planning support from Main Street America via the entrepreneurship grant, the hub will include a commercial kitchen, event and community space, a co-working space for entrepreneurs and remote workers, and/or a maker space for hands-on projects.

Development of the Lisbon entrepreneurial hub is a good fit for the funding priorities of MCF's Start Up Scale Up program. To develop and sustain the entrepreneurial hub, additional funding will be required.

Therefore, we respectfully request Council approval to submit an application to MCF for \$25,000 under the Start Up Scale Up program to advance development of the Lisbon entrepreneurial hub.

**TOWN OF LISBON
COMMERCIAL SOLAR ENERGY FACILITY
EMERGENCY MORATORIUM ORDINANCE**

THE TOWN OF LISBON adopts a Commercial Solar Energy Facility Emergency Moratorium Ordinance as follows:

WHEREAS, there is growing interest in Commercial Solar Energy Facility development in the Town;

WHEREAS, the topography of the Town is believed to be conducive to Commercial Solar Energy Facility development;

WHEREAS, the Town is under threat of Commercial Solar Energy Facility development pressure;

WHEREAS, this development pressure is unanticipated and has not been adequately provided for in the Town's current ordinances governing land use, zoning and site plan review;

WHEREAS, development of Commercial Solar Energy Facilities could pose serious threats to the public health, safety and welfare of the residents of Lisbon abutting or in close proximity to such facilities without adequate provision for issues of health, safety, land use compatibility, noise, visual degradation and environmental degradation;

WHEREAS, the Town needs time to study its Code of Ordinances to determine the implications of development proposals involving Commercial Solar Energy Facilities and to develop reasonable ordinances for the protection of the health, safety, and welfare of Lisbon's residents, property owners and natural resources;

WHEREAS, the Town Council and the Planning Board, with such professional advice and assistance as they deem necessary and appropriate, shall study the Town's ordinances to determine the land use, environmental and other regulatory implications of development proposals involving Commercial Solar Energy Facilities and consider what regulations might be appropriate for such activity;

WHEREAS, the Town's current ordinances are not adequate to prevent serious public harm from proposed development proposals involving Commercial Solar Energy Facilities;

WHEREAS, the Town's current ordinances do not contain sufficient standards to effectively provide municipal review and approval of development proposals involving Commercial Solar Energy Facilities;

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least ninety (90) days from the date the Town first considers this moratorium on development proposals involving Commercial Solar Energy Facilities;

WHEREAS, amendments to ordinances may require public hearings by the Planning Board and Town Council and votes by the Planning Board and Town Council; and

WHEREAS, in the judgment of the Town, these facts create an emergency within the meaning of 30-A M.R.S.A. § 4356(1)(B) and Section 2.08(b) of the Town Charter, and require this Ordinance as immediately necessary for the preservation of the public health, safety and welfare;

NOW, THEREFORE, the Town does hereby ordain that the following Emergency Moratorium Ordinance be, and hereby is, enacted:

Section 1. Moratorium Declared.

The Town does hereby declare a moratorium on development proposals involving a Commercial Solar Energy Facility. The moratorium shall remain in effect for ninety (90) days from the date of applicability of this Ordinance, unless extended or modified by the Town Council, for the express purpose of drafting an amendment or amendments to Town ordinances to protect the public from health and safety risks including, but not limited to, the potential adverse environmental, health, safety, land use compatibility, noise, and visual degradation effects of development proposals involving a Commercial Solar Energy Facility if not properly regulated; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Ordinance, when enacted, shall apply to any development proposals involving a Commercial Solar Energy Facility for which an application for site plan review has not been determined to be complete by vote of the Planning Board prior to March 16, 2021, the applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall start or engage in the construction or operation of a Commercial Solar Energy Facility for which an application for site plan review has not been determined to be complete by vote of the Planning Board prior to March 16, 2021, without complying with whatever ordinance amendment or amendments the Town may enact as a result of this moratorium; and

BE IT FURTHER ORDAINED, that during the time this moratorium is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, certificate of approved use, conditional use review and/or any other permits, licenses or approvals related to a Commercial Solar Energy Facility for which an application for site plan review has not been determined to be complete by vote of the Planning Board prior to March 16, 2021; and

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

BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance

be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Section 2. Violations; Civil Penalties.

If the construction or operation of a Commercial Solar Energy Facility is initiated in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties in accordance with 30-A M.R.S.A. § 4452, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations.

Section 3. Definitions.

Associated Facilities means elements of a Commercial Solar Energy Facility other than its Generating Facilities that are necessary to the proper operation and maintenance of the Commercial Solar Energy Facility, including, but not limited to, buildings, access roads, generator lead lines and substations.

Generating Facilities means Solar Collectors and electrical lines, not including generator lead lines, that are immediately associated with Solar Collectors.

Town means the Town of Lisbon, Maine, a municipal corporation organized and existing under the laws of the State of Maine.

Commercial Solar Energy Facility means a facility that uses one or more Solar Collectors to convert solar or photovoltaic energy to electrical energy and that is operated solely for the purpose of generating electrical power for sale. A Commercial Solar Energy Facility includes Generating Facilities and Associated Facilities, but does not include a solar energy facility that principally generates electrical energy used by one or more residential, agricultural or business uses on the property on which the facility is located, even if a portion of the energy from such facilities is sold or distributed to the grid.

Solar Collector means a device, structure or a part of a device or structure for which the primary purpose is to transform photovoltaic or solar radiant energy into thermal, mechanical, chemical, or electrical energy, along with associated electrical conversion components designed to convert solar energy into electricity.

Section 4. Effective Date; Emergency Declaration

This Ordinance shall be effective immediately upon enactment by the Town Council and shall remain in effect for 90 (ninety) days from the date of enactment unless it is terminated or extended in accordance with this Ordinance. The Town Council declares the existence of an emergency because the Code of Ordinances is insufficient to prevent serious public harm that could be caused by the unregulated development of Commercial Solar Energy Facilities, thereby necessitating a moratorium to provide an opportunity for the Town to review the potential impacts and harm that may be caused by such development, and to amend its Code of Ordinances to mitigate the potential impact and harm on the Town and its residents. In accordance with Section 2.08(b) of the Town Charter, this Ordinance shall be enacted as an

emergency ordinance.

Proposed: March 16, 2021

Approved: _____ (EMERGENCY)

BID SPECIFICATIONS
TAX ACQUIRED PROPERTY

Property ID - Map R09, Lot 050 (Littlefield Road)

Minimum Bid = \$700.00 Current Assessed Value = \$700

Land Only

BIDDER INFORMATION

Name Michael J. Daley

Address 76 Littlefield Rd.

Tel No. (207) 219-9087

A 10% deposit is required with each bid. If bid is successful, this amount will be subtracted from balance due. If you are not the successful bidder, this amount will be returned to you immediately.

Amount of Bid \$ 700⁰⁰ Amount of Deposit Enclosed \$ 700⁰⁰

Please indicate on outside of sealed envelope, the Map, Block, and Lot of property that you are bidding on. Bids must be submitted to the Office of the Town Manager by 12:00 Noon on Thursday, March 11, 2021. The Town Council reserves the right to reject any and all bids received.

Town Manager Monthly Departmental Project Agenda (April 2021)

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 this 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 my department along with cooperation with outside agencies will always come into play when scheduling projects within the town.

Department	Project	Items to Complete
Town Manager	• Sewer Line Upgrades	Construction Meeting Webster Rd/St. Ann St./Upland Road/Crest Avenue/Davis St.
	• IT Managed Services	Pump Station
	• Munis	Continue on transition from RoundTable to other IT Managed Services.
	• CDBG-Housing Grant	Continue working on the Munis Utility implementation.
	• CDBG-Façade Grant	Will continue working on the grant with the Finance Director and Economic Development Director.
	• AVCOG Finance Committee, Executive Committee, & Policy Committee Meetings	Will continue working on the grant with the Finance Director and Economic Development Director.
	• Department Visitations	Attend monthly committee meeting with AVOCG. These meetings are via zoom due to COVID-19.
	• Job Descriptions	Will be conducting off-site department
	• Upper Dam Removal	Work with Department Heads to update job descriptions
	• Fire Department Quarterly Meeting	Continue discussions with DMR on the Upper Dam removal Attend the Fire Department's quarterly meeting at ET Smith Fire House

MEMO TOWN OF LISBON

TO: DIANE BARNES, TOWN MANAGER
FROM: KATHY MALLOY, ASSESSOR
DATE: MARCH 10, 2021
RE: FEBRUARY MONTHLY REPORT

- Working on permit list supplied by the code enforcement officer
- Checking status of buildings coded as unfinished for prior years
- Processed December deeds-31, 1 land split
- Attended Zoom Meeting for IAAO- an assessor's organization
One of speakers was a broker/realtor from the mid coast area, with a lot of interesting statistics
One of those was that at the end of 2012, state wide, there were 30,000 homes listed for sale
At the end of 2020, there were only 4,000 listed
- Started work on the personal property mailing
- 5 supplementals-(4) tree growth noncompliance penalty \$500.00 each
(1) Tree growth penalty withdrawal of 10.6 acres \$2,980.00
- 34 new home owner packets mailed-includes info from Library, Beaver Park and homestead application
- Processed 12 homestead applications

Code Enforcement

Dennis J. Douglass

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

Monthly Report for February 2021

Building permits issued - 7

- 2 Mobile homes
- 1 Commercial project
- 3 Remodel
- 1 Misc.

Electrical permits issued – 14

- 3 Commercial
- 2 Mobile homes
- 3 Service upgrades
- 5 Remodels
- 1 Apartment wiring

Plumbing permits issued - 4

- 2 Internal plumbing
- 2 Mobile home hook-ups

Miscellaneous permits - 1

- Demo debris

Planning Board:

Case #20-08 – Tier 2 Site Plan Review Application – Proposed 8 unit condominium

Gervais Homes, LLC

9 Merrill Ave., Lisbon ME 04250

Tax Map U16 Lot 041

Case #21-01 – Tier 2 Site Plan Review Application - 4.99 MW (AC) ground mounted solar energy facility

Frost Hill Solar 1, LLC

c/o Borrego Solar Systems, Inc.

55 Technology Drive, Suite 102- Lowell, MA 01851

Rural Open Space II Zone – Working on this zone language and issues with family owned land.

Medical/Adult Use Marijuana ordinance – Ready for public input

Appeals Board – No Cases to report

Health Officer -

- Landlord/Tenant issues – Uninhabitable buildings, Illegal apartments, Covid...

***** Goals/Projects March/April** – I will be very busy with planning board cases in March and April. We have 7 new projects being submitted for review. This is taking a majority of my time outside of normal permitting and inspection duties. Ordinance writing, research on significant issues like solar farms and marijuana business' and also zoning work takes a significant amount of preparation to be ready for public meetings.



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: March 16, 2021
RE: Monthly Department Report

Over the last month, the Economic Development Department (ECD) advanced village area planning activities, Lisbon's entrepreneurship initiative and other ongoing grant activities, and business retention and expansion programming.

UPCOMING RIBBON CUTTINGS

- Isabella Grace Consignment: Thursday, April 1st at 5:30pm
- Barnard Financial: Thursday, April 8th at 5:30pm

SUMMER EVENT SERIES & MOXIE PLAZA

Implementation of the *Moxie 2021 Plan* is underway in collaboration with Parks & Recreation, Public Works, and Police Departments. Development of regular events and plans for signage, new parking, and speed bumps and business advertising are underway.

- Co-Marketing Toolbox Development with Maine Development Foundation Support. Lisbon was selected by the Maine Development Foundation through a competitive RFP process to host a Maine Downtown Center Fellow for 180 hours over 6 weeks during spring and summer 2021, beginning March 22nd. The Fellow, Nat Blackford, will create a toolbox for collaborative marketing campaigns among local businesses based on best practices from across the US, assist a few Lisbon businesses to develop a project, and then assess outcomes and impacts.

ENTREPRENEURSHIP INITIATIVE

The implementation funding from Maine Community Foundation totaling \$50,000 has been received and on March 2, Town Council approved the implementation plan and work is underway to develop business-led branding and marketing, a market analysis, pipeline programming to support growth, and development of an entrepreneurship hub.

CDBG FAÇADE GRANT UPDATE

Three new façade grant applications have been approved by Lisbon's Citizen Advisory Committee, or LDC, at the committee's February meeting. The projects have been reviewed by the State Historic Preservation Office and ECD expects the projects to be cleared for a bid process by late March to stay on track for spring/summer construction.

LISBON DEVELOPMENT COMMITTEE UPDATE

On March 2nd, Town Council approved the LDC's recommendation to contract with Acorn Engineering to develop architectural renderings for the Worumbo site. During the committee's March meeting, the LDC will approve annual goals followed by a joint meeting with Positive Change Lisbon and Moxie Commerce.

GOALS FOR MONTH AHEAD

- Continue summer event planning in collaboration across Town Departments
- Advance community visioning for the Worumbo site with Acorn Engineering
- Put CDBG Façade projects out to bid
- Support Maine Downtown Fellow to develop business marketing toolbox
- Submit grant applications to AARP and Maine Community Foundation Start Up Scale Up program
- Develop a letter of intent for the Northern Border Regional Commission's State Economic Development Infrastructure program
- Celebrate Isabella Grace Consignment and Barnard Financial with ribbon cuttings
- Initiate implementation of the MCF-funded entrepreneurship initiative



FINANCE REPORT - REVENUE

SUBJECT: Finance Department Council Report – data pulled March 11, 2021 for Period 9

Kayla Tierney, Finance Director

DATE: March 16, 2021

Revenues:

- Revenues are in line with our projections to the budget in the middle of period 9. March Revenue Sharing will come in towards the end of the month.
- Revenue Sharing for July through February 2021 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
Nov-20	85,289.34	28,462.83	113,752.17
Dec-20	78,964.91	26,352.24	105,317.15
Jan-21	89,749.97	29,951.44	119,701.41
Feb-21	112,138.96	37,423.11	149,562.07
	\$ 702,750.16	\$ 233,092.54	\$ 935,842.70

- Budgeted \$800,000 for Revenue Sharing for FY21 – At this point, we have and will continue to collect more in Revenue Sharing than what was expected/budgeted.
- 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	2,454,924.27	2,709,494	91.00
1000-30 Gen Fund - Health & Welfare/General As	9,185.77	17,500	52.50
1000-40 Gen Fund - Public Safety	125,296.21	124,303	100.80
1000-50 Gen Fund - Public Works	136,483.44	146,800	93.00
1000-60 Gen Fund - Culture & Recreation	98,996.13	271,123	36.50
TOTAL GENERAL FUND	2,824,885.82		

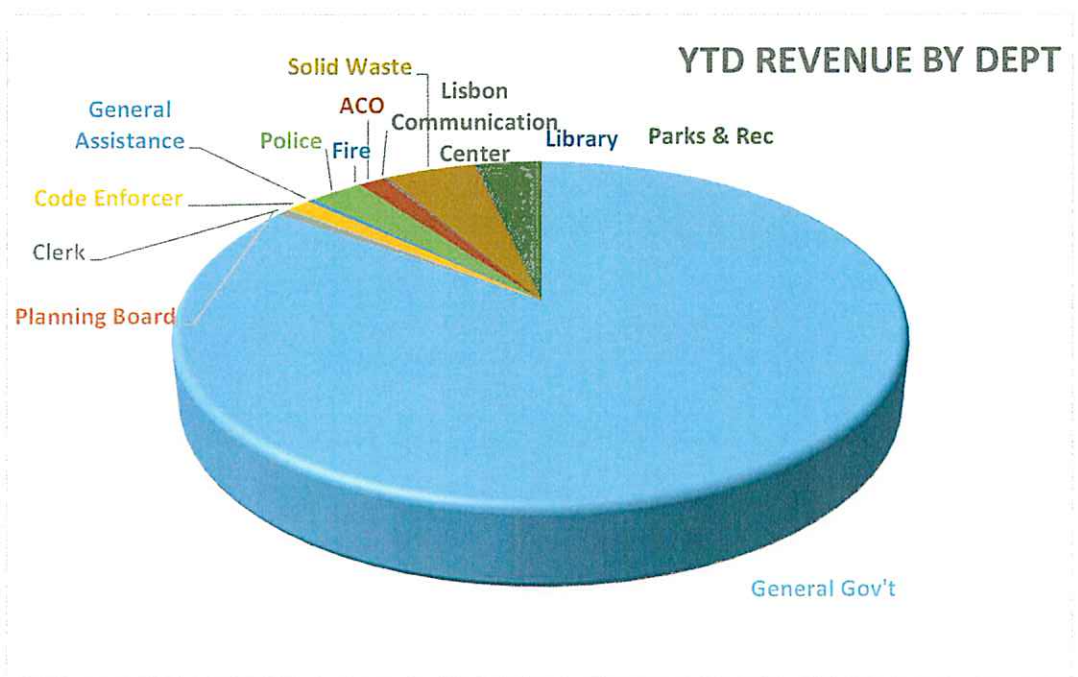
- Revenue collected on an Organizational Level for all other funds are as follows:

All other Funds - by Organization	YTD Revenue	FY21 Budget	FY21 % Co
ED Loan Fund	1,111.96	-	100.00
Special Revenue Fund	154,324.32	-	100.00
DARE Fund	(1.37)	-	100.00
Snowmobile Reserve	1,823.82	-	100.00
Sale of Town Owned Property	50,204.40	-	100.00
Debt Service	42,299.13	-	100.00
Capital Projects	3,211.50	-	100.00
Trust Funds	271.49	-	100.00
Sewer Fund	791,023.45	1,364,655.00	58.00
TOTAL ALL OTHER FUNDS	1,044,268.70		

- Total Revenues collected \$3,869,154.52 as of March 11, 2021.
- When looking at Revenues within the General Fund and the Sewer Fund – we can break it down by Department as follows:

Of the \$3,869,154.52 listed above as total revenue from July 1, 2020 through March 11, 2021 \$2,824,885.82 is within the General Fund and \$791,023.45 is within the Sewer Fund.

General Fund - by Dept	YTD Revenue
General Gov't	2,398,356.15
Planning Board	599.92
Clerk	19,804.60
Code Enforcer	36,163.60
General Assistance	9,185.77
Police	79,070.96
Fire	250.00
ACO	41,475.25
Lisbon Communication Center	4,500.00
Solid Waste	136,483.44
Library	1,814.87
Parks & Rec	97,181.26
Sewer Dept	791,023.45
TOTAL REVENUE - GENERAL FUND	2,824,885.82
TOTAL REVENUE - SEWER FUND	791,023.45
	3,615,909.27



- General Government is largely comprised of :
 - \$1,240,434.88 YTD collected from Motor Vehicle Excise Taxes. Motor Vehicle Excise Taxes were budgeted for a \$1,500,000 revenue collection and so far we have collected 82.69% of that budget.
 - State Revenue Sharing is also held within the General Fund Category. As noted above, \$935,842.70 has been received.
- Sewer Department largely comprised of:
 - \$649,780.58 YTD Domestic Sewer Revenue
 - \$85,297.59 YTD Septage Revenue
 - \$42,461.37.11 YTD Industrial Sewer Revenue
- Parks & Rec largely comprised of:
 - \$13,728.96 YTD Playground Summer Camp
 - \$28,248.33 YTD Before School
 - \$10,930.96 YTD Trekker Summer Camp
 - \$7,512.90 YTD Beaver Park Fees
 - With COVID-19, Parks & Rec is seeing less in Revenue than projected for sports/trips/school programs/etc. However, the Beaver Park Fees are higher than expected; this is also attributable to COVID-19 because families are wanting to get outside, and what better place than locally at Beaver Park. We have receipted 75.13% of the 10,000 budget for Beaver Park Fees as of March 11, 2021.

- Solid Waste largely comprised of:
 - \$75,077 YTD Transfer Station Stickers/Permits; this is 97.50% collected of the budget of \$77,000.
 - \$22,356.00 YTD Yard Items; this is 106.46% collected of the budget of \$21,000.
 - \$22,472.80 YTD Metal; this is 97.71% collected of the budget of \$23,000
 - \$5,383.04 YTD Cardboard
 - \$6,046.00 YTD Universal Waste; 120.92% collected of approved budget of \$5,000.
- ACO largely comprised of:
 - \$21,323 YTD Sabattus ACO Revenue; fully collected (budgeted \$21,323)
 - \$11,156 YTD Bowdoin ACO Revenue; fully collected (budgeted \$11,156)
 - \$8,546.25 YTD Durham ACO Revenue



FINANCE REPORT - EXPENSES

SUBJECT: Finance Department Council Report – data pulled March 11, 2021 for Period 9

Kayla Tierney, Finance Director

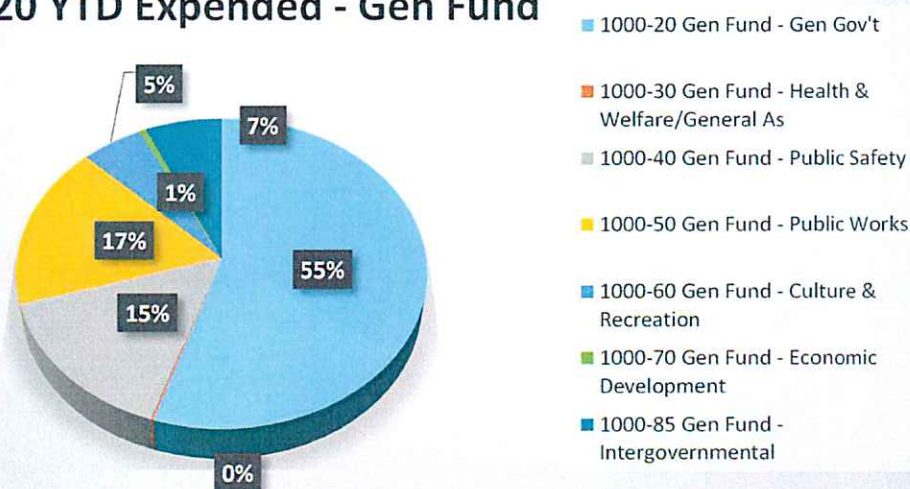
DATE: March 16, 2021

Expenses:

- Total General Fund Expenses YTD are: \$11,928,166.12 FY21 Budget for General Fund Expenses is \$16,831,006. There is \$82,358.21 encumbered which leaves a \$4,820,481.69 remaining budget. Approximately 71% of the general fund budget has been used YTD – as of March 11, 2021 (Period 9). At the end of period 9, I would expect 75% expended. As such, I think that we are right on track.

General Fund by Org	YTD Expended	FY21 Budget	FY21 %
1000-20 Gen Fund - Gen Gov't	6,547,494.37	9,276,081	70.58
1000-30 Gen Fund - Health & Welfare/General As	21,358.39	44,645	50.30
1000-40 Gen Fund - Public Safety	1,812,463.19	2,736,712	66.50
1000-50 Gen Fund - Public Works	2,050,639.64	2,905,191	72.50
1000-60 Gen Fund - Culture & Recreation	624,884.68	971,517	64.40
1000-70 Gen Fund - Economic Development	82,265.06	107,799	76.30
1000-85 Gen Fund - Intergovernmental	789,060.79	789,061	100.00
	11,928,166.12	16,831,006	

FY20 YTD Expended - Gen Fund



- When looking at the other Funds, \$2,603,627.17 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: \$1,181,165.27 with \$14,947.69 encumbered, leaving \$431,513.73 in available budget.

All Other Funds by Org	YTD Expended	FY21 Budget	FY21 %
ED Loan Fund	146,647.22	-	100.00
Special Revenue Fund	-	-	100.00
Moxie Fund	863.75		
Snowmobile Reserve	8,500.00	-	100.00
Debt Service	353,691.83	419,104.00	84.40
Capital Projects	1,266,450.93	-	100.00
Sewer Fund	827,473.44	1,193,575.00	70.60
	2,603,627.17	1,612,679	

- The Debt Service Fund is showing as 84.4%% expended as of Period 9
 - 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 around April 2021.
 - The Sewer Fund is 70.6% expended through the middle of Period 9; I would expect 75% at the end of period 9, which is right on track.
- 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 71% expended, which is right on track for where I would expect us to be in Period 9. By the end of Period 9, I would expect 75% expended.
- 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	15,141.65	74.70
Town Manager	171,500.14	70.90
Appeals Board	533.83	31.30
Planning Board	2,758.77	15.00
Legal	39,125.95	116.70
Clerk	116,707.55	64.10
Finance	152,737.37	70.80
Tax Collection	132,505.93	70.00
Assessor	80,070.35	70.50
Code Enforcement	82,144.28	69.40
Liability Insurance Program	76,970.29	72.60
Technology	153,889.20	72.00
School	5,353,990.67	70.80
Town Buildings	159,675.74	66.40
Abateements	9,742.65	100.00
Health Officer	4,837.76	71.60
General Assistance	16,520.63	46.50
Police	1,086,585.62	67.70
Fire	268,748.94	56.40
Emergency Management	150,704.80	75.00
ACO	70,367.61	69.90
Lisbon Communication Center	236,056.22	68.50
Public Works	2,050,639.64	72.50
Library	196,978.06	67.80
Parks & Rec	389,832.62	62.40
Other Public Services	38,074.00	69.40
Economic Development	82,265.06	76.30
County Tax	789,060.79	100.00
Sewer	827,473.44	70.60
TOTAL GENERAL FUND	11,928,166.12	
TOTAL SEWER FUND	827,473.44	

- Looking at each of the departments above (General Fund), the % Expended expectation for Period 9 should be between 70%-75%% at the max.
- For the most part, the Departments are all within or below the above range for the expended amount with the exception of the following:
 - Legal –As we navigate through COVID-19, there has been more legal inquiries between the Town and our Legal Counsel in the current year.
 - Abateements – not a budgeted line item and there is an offsetting revenue.

- Emergency Management – this relates to the quarterly amounts paid to Lisbon Emergency. The Town has paid three quarters, thus approximately 75%; there is one more payment for the final quarter.
- The Public Works Line in total is 72.50% which is in line with expectations. If we were to break down Public Works further, it would be as follows:
 - Department of Public Works 74.50% expended YTD
 - Winter Operations 80.3% expended YTD
 - Solid Waste 63.90% expended YTD
 - Other Public Works 70.90% expended YTD
 - All of the above bring us to the 72.5% expended as a whole. As we are nearing the end of the winter season, the Winter Operations budget is seeing most of the expenditures at the moment (including plowing, parts, salt, materials, etc.). Public Works will live in this line item predominantly, until snow season is over; they flip between their regular Public Works Department and their Winter Operations when we enter and exit these winter months.

****Goals/Projects for April:** I will be attending all budget meetings/workshops and assisting in answering any questions that are a result of these workshops. The Budget for FY2022 will be my focus in the upcoming month.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Lisbon Town Council
Department Monthly Report: February 2021

In the month of February:

The Fire Department responded to 28 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns). The Department responded to 11 requests for the Fire Department First Responders, 1 of which we were canceled on. The Department responded to 4 request to assist Lisbon Emergency this past month. 4 for manpower requests and 1 for a request for a driver.



In the month of February we responded to 4 request for mutual aid. These were to the towns of Durham, Brunswick, Sabattus, and Lewiston. 2 were to the scene (Sabattus, Durham), one request for station coverage (Lewiston), and response to the scene which we were canceled (Brunswick).

With a 28 call month, EMS responses made up over 50% our calls. Many of these responses were due to Lisbon Emergency not being available due to other calls. We still responded to calls such as carbon monoxide calls, cooking incidents and a home heating oil spill.

In February, firefighters trained in self-contained breathing apparatus (SCBA) confidence. Firefighters need to make sure they understand how to use and maintain the SCBA as well as the limitations they have. This is one of the several types of mandated training required of all firefighters.

With the time change we want to remind everyone to check their smoke and carbon monoxide detectors. Make sure batteries are fresh and the units work. If you need assistance please call the fire chief's office.

Upcoming Project Agenda

Training – Pump operations

EMS – Contract development

Dispatch – Protocol review and updates for fire response with the dispatch supervisor



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



Month of February incident type break down.

Incident Type	Occurrences
Building fire	1
Cooking fire, confined to container	1
Chimney of flue fire, contained to chimney or flue	1
Medical assist, assist EMS crew	4
EMS Call, excluding vehicle accident with injuries	10
Motor vehicle with injuries	2
Oil or other combustible liquid spill	1
Carbon monoxide incident	1
Public service	1
Cover assignment, standby, moveup	1
Good intent call, other	1
Dispatched & canceled en route	2
CO detector activation due to malfunction	1
Unintentional transmission of alarm, other	1
Total:	28

Respectfully submitted

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

Nathan LeClair

Fire Chief

LIBRARY DEPARTMENT

TOWN COUNCIL /TOWN MANAGER MONTHLY REPORT

February 2021

Adult Books	702	Adult DVD's	189
Juvenile Books	635	Juvenile DVD's	152
Audio Books	40	Periodicals	87
ILL In	142	ILL Out	257
Cloud Library Users	44	Cloud Library E-books	85
Patron Count	653	Cloud Library Audio Bks	83
Patron Use Computers	92	New Patrons	13
Magazine Circulation	12	Paperback Rack	47
Patron Photocopy Serv.	35 (approx.)	Patron Fax Service	10 (approx.)
Child Craft Kits: Beaded Heart Keychain	26 kits given out "in-house" 144 Facebook views & 73 video views		125 Facebook views & 68 video views
Steam Lab/Science Optical Art	165 Facebook views & 6 video views	Telescope check-out	1
March 2021 Reading Challenge Program	226 Facebook views & 7 video views	Adult Author Feature: Margaret Atwood	250 views
"In the Kitchen": Air Fryers Recipes	175	<i>Crafting with Claudia: Wood Beads Keychains</i>	164 views
In House Adult Display: "on the Move! Snowshoeing in Beaver Park	147	<i>Grab-n-Go" Adult Craft: Wood Beaks Keychain</i>	26 kits given out to Lisbon Library Patrons & Residents
Display Case February Featured Artist: Samantha Couste Acrylic Paintings	1,124 people viewed online & in-house.		
Juvenile Audio Books	6		

We are happy to inform the Town Councilors and Manager that more families and Senior Citizens visited the library in February than in the two previous months. They sought our assistance with their reading, DVD's, computer use and tax form needs. We believe the progress in the Covid-19 vaccination process, the forthcoming spring and our safety measures, all helped bring more Lisbon residents to the library.

We continue our efforts to provide “in-house” and virtual online services as we transition into a “post pandemic world.” I continue to attend the bi-weekly MSL “Zoom” meetings to ensure we follow the mandates and get the latest updates from the Maine State Library to ensure we provide efficient library services to the Lisbon community. I believe our services will continue to be a mix of in-house and virtual services throughout the summer months based on our building’s available square footage and need for continued 6-foot distancing protocol.

The Children and Adult Services staff continue to prepare for the up-coming 2021 Summer Reading Program. The program is scheduled to begin on June 29, 2021. We have begun to purchase the necessary craft and science project supplies as well as the banners and signs. We have booked our online “Kick-Off” program with Wildlife Encounters of Barrington, New Hampshire. It will be a Zoom/virtual program as well. They are not prepared to visit libraries this summer. Their very popular wild and exotic animals will be very popular with the children and their families! The organization provides their Zoom account and necessary codes for families to join and enjoy the program. The Library Department will work with the families who do not have access to computers and provide the viewing on a recorded DVD. I will keep the Town Council and Manager informed as we move forward with our plans.

I met with the Town Manager and Finance Director in February to review the 2021-2022 proposed Library Department budget. It was a very productive meeting. I will prepare and have documentation on our proposed 2021-22 budget ready for the scheduled Town Council review meeting in late April.

The library staff continues to work on and complete projects. Mrs. Medlen completed the re-cataloguing of the extensive children’s “Picture/Storybook collection”. The new MARC records meet the MILS System standards and provides better patron access to these books. Claudia Lemieux continues to be very busy with Inter Library Loan transactions. She processed 399 items in February. This service continues to be popular and affordable. Children’s Librarian, Bill Meakin has begun to assess the children’s non-fiction collection to ensure it meets the needs of our community’s children and their reading/research needs. I completed the review and updates to the five job descriptions associated with the Library Department positions. Copies of the revised job descriptions have been submitted to the Town Manager for inclusion in the Town of Lisbon Personnel Manual.

APRIL 2021 LIBRARY DEPARTMENT PROJECT: I will begin to assess and inventory the Adult Non-Fiction Collection.



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Chief of Police

February 2021 Report to Council

Police Department

In the month of February, the police department handled a total of 733 calls. There were a total of 20 motor vehicle crashes and 126 motor vehicle stops conducted during patrol shifts and directed traffic enforcement details. There were a total of 47 investigations initiated, and 11 individuals were arrested or charged with criminal violations.

During the month of February, officers completed Dirigo Safety LLC refresher training in Domestic Violence and also ODARA Risk Assessments. "ODARA" stands for "Ontario Domestic Assault Risk Assessment" and was adopted by the Maine Criminal Justice Academy a few years ago.

This is an assessment tool used in Domestic Violence arrests that uses a scale to allow officers and courts to know the risk of recidivism in regards to a suspect committing another crime against the victim. If the suspect scores high on the ODARA scale, then a bail commissioner can set higher and more restrictive bails on the suspect. Trainings like these also better prepare officers working with domestic violence victims and getting them resources in a time of need.

Also during the month of February, we hired Sergey Miller who took Officer Kris Kauffman's position. Officer Miller came from Probation and Parole and has a degree in English and Philosophy. Officer Miller has started his field training and is a great addition to the Lisbon Police Department.

Projecting ahead for the month of March:

The police department is actively field training Officer Miller and Officer Strout. We also have scheduled annual training in March for Less Lethal munitions and also Taser Training for the department. These are great tools for your officers to help potentially save a life in a critical incident. Also, The Town Office/Police Department Generator is being installed on March 5th.

See photos on next page of our newest sown in officer>>



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Chief of Police



Pictured: Off Kelly, Det St.Amant, Off Kenney, Off Miller, Off Strout,
Chief McGee, Off Bernard



Chief McGee with Officer Miller

Thank you,

Ryan McGee
Chief of Police

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR
SUBJECT: FEBRUARY 2021, MONTHLY REPORT
DATE: MARCH 12, 2021

Public Works – In the month of February, we investigated and actioned on resident and dispatch calls for snow storms and icing, potholes, ditching and drainage issues as well as policing up trash and deceased animals. Drivers spent hours keeping vehicles prepped and fixing issues to ensure operational readiness for any snow fall. Cleaned out culdesac at Winter Park, Caron and Osborn Street. Screened winter sand to have on hand. Started fixing up the park benches for Worumbo site. Unclogged catch basin on Canal Street. Chris, new mechanic went for his Class A driving test. Cleaned pad area for new generator at town office. Lowered flags in accordance with state mandate. Destroyed boxes in the vault for Twila. Fixed and replaced various road signs. Inspected and cleaned catch basins of ice and snow, to include in front of all bus stops. Continue checking on snow fence to ensure its still up.

Mechanic continued working on vehicles/equipment to ensure inspections were completed and safe for operation. Picked up the shop, salt shed and employee areas for cleanliness.

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

PW April Goals: Keep up with Potholes; Keep gravel roads grated; Continue with equipment maintenance.

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

<u>Item</u>	<u>Tonnage</u>
Single Stream	5.02
Trash	182.01
Bulky Waste	31.8
Shingles	10.8
Cardboard	20.49

SW April Goals: Continue to practice social distancing; Increase productivity for proficiency; Continue to seek other part-time employees.

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER
FROM: STEVE AIEVOLI
SUBJECT: FEBRUARY MONTHLY REPORT & THE PROJECT AGENDA FOR APRIL
DATE: MARCH 9, 2021

1. Below is a summary of the activities beyond the typical sewer system and treatment plant maintenance completed during the month of February.
 - Replaced the packing's and serviced the grit pump at the Davis Street pump station.
 - Annual inspections completed on the Jib Cranes.
 - Repaired Headworks building garage door.
 - 120v power issue in the dewatering building. Stevens Electric found the 120v transformer breaker to be the issue. The breaker has been replaced
 - Repaired a manhole at the Main Street and School Street intersection.
 - Met with Casella Organics to discuss the upcoming renewal of the sludge disposal contract
2. April Project Agenda. The following list includes goals for work to be completed 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.
 - Clean Aeration Tank #1 and changeover to this tank operationally
 - Begin Crest Avenue sewer replacement project?
 - Begin construction on the sewer replacement project on Webster St., St. Ann St. and a portion of Webster Road
 - Begin construction on the Davis pump station rebuild and chlorine contact tank enlargement projects.

Please contact me if you have any questions.

MARCH 2021 REPORT

CLERK & ELECTION DEPARTMENT

Election Project - School Budget Validation Referendum in June

- Received Election Timeline from Haley McCrater
- Submitted facilities application to reserve gym at high school
- Part of the set up crew has been hired

To do:

- Draft Warrants
- Notice of Election
- Hire Election Workers

Codification Project

- Sent updates to Municipal Code Corporation
- Received Estimate for Supplement #38 for \$3,024.00
 - To do:
 - Proof Codification Updates for posting online

Council Meeting Calendar/Town Hall Stream/Zoom Meetings

- Updated Council Website Calendar
- Added Council Zoom meetings in the Zoom account
- Arranged for Town Hall Streams to directly stream from zoom to reduce echoing

Vault & Archives Projects

- Added 2009 Council Meeting Minutes to Clerkbases
- Made appointment for Kofile to do Assessment Onsite
- Gave Kayla the Kofile Estimate for CIP
- Installed Supports from 2018 purchase
- Ordered additional Shelf Supports to finish project
- Removed 20 boxes in the vault
 - To Do
 - Continue Indexing Contents of Boxes
 - Install new shelf supports when they arrive

Annual Town Report

- Pictures were gathered and individual reports were imported
- Proofed reports received to date
 - To Do
 - Obtain Town Manager's Report
 - Obtain Auditor's Report when finished
 - Obtain Finance Department Report

Business Licenses

- Delivered list of businesses for inspections to Health Officer
- Mailed Renewal Mobile Home Park renewal applications
- Mailed Renewal Mobile Home Park renewal applications



Respectfully submitted, Twila Lycette

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: February 2021 Report
DATE: March 11, 2021

The Recreation Committee met by Zoom and in person in February.

We extended our Ski program by two weeks this year because of the high demand. Lost Valley accommodated us by allowing us to ski until the end of February.

Fitness Center memberships are on the rise.

The barn door was completed and installed at the Lodge this month.



We provided Vitamin D3 again this month to all our seniors. This is a small, but helpful gesture of appreciation and care for our folks that come here. Not only is the Vit D3 good for the immune system, it gives us an opportunity to discuss the importance of staying healthy.



Skating was available at Beaver Park during the month of February, and many folks utilized the trails for skiing and winter walks. Our Beaver Park Ice is featured on the Maine Recreation and Parks Association Web site. www.merpa.org

Our Parking lot at Beaver Park is taking shape. Several large pines were downed. Our parking lot will increase by approximately 50%.

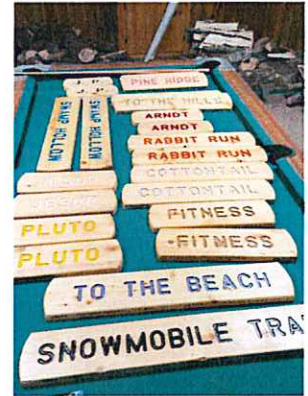
We currently have 80 boys and girls registered to play basketball. The participants range from K-6 grades. MTM gym is being used this year and groups will be limited to 10 and each session is held on Saturdays and Sundays in February and March.



Schools were back in full swing in February and our after school program had their highest participation numbers since September.

Meals were made and picked up at MTM each Wednesday during the month of February. We are looking forward to March when we can begin to serve our folks inside.

Our Park signs were created and will be installed in March. We also had our trails at the park updated and digitized. Now our park participants can download an app and follow the trails without ever getting lost.



Parks and Recreation Plans

Beaver Park and Trails

Apply all new signs to the posts and square up post at each trail-head.
Harvest trees at Beaver Park parking lot. Begin spring clean up.

Programming/Winter
After and Before School
Seniors

Provide Basketball to Lisbon kids in grades K-5. Planning all summer events and programs

Begin offering in house meals in March
Offer 2 day trips in March