



AGENDA
COUNCIL MEETING
MAY 18, 2021
LISBON TOWN OFFICE
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 Ward
Town Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA
2021-116 ORDER –
 - A. Municipal Accounts Payable Warrants – \$ 17,285.53
 - B. Municipal Payroll Warrants – \$ 186,052.06
 - C. School Accounts Payable Warrants– \$ 202,079.55
 - D. School Payroll Warrants – \$ 13,633.64
 - E. Minutes of May 4, 2021
 - F. Renewal Victualers Licenses
 - G. Renewal Itinerant Vendor Permit – MacDaddy’s and Cruzin Slice
 - H. Midcoast Humane Animal Contract (Animal Shelter Management)
 - I. Set Public Hearing on June 22 for Business Licenses
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
2021-117 ORDER – Casella Residuals Management Agreement
2021-118 ORDER – CDBG Façade Grant Projects for 2 & 4 Main Street
2021-119 ORDER – Homeland Security Grant for Police Department Radios
2021-120 ORDER – Solicit Bids for Graziano Square Projects
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
2021 –121ORDER – LDC Associate Seat to 2024
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
2021-122 ORDER – Per 1 M.R.S.A § 405 (6) (C) Acquisition of Real Property or Economic Development
13. ADJOURNMENT
2021-123 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: May 18, 2021

Consent Agenda Items 2021 – A to I

F. Renewal Victualer's Licenses: To approve renewal victualer licenses for the following 13 eating-places in Lisbon:

- | | |
|---------------------------|-----------------------------------|
| 1. American Legion | 8. MacDaddy's Mobile Cuisine, LLC |
| 2. Aroma Joes | 9. Railroad Restaurant & Pub |
| 3. Cruzin Slice | 10. Riverside Dairy Bar |
| 4. Flux Restaurant | 11. Slovak Catholic Association |
| 5. Franks | 12. Smiley's Ice Cream |
| 6. Grazi to Go | 13. Food City |
| 7. Lisbon Left Hand Club. | |

H. Midcoast Humane Animal Contract (Animal Shelter Management): To authorize the Town Manager to sign the renewal agreement effective July 1, 2021 - June 30, 2022 with Midcoast Humane.

The contract for shelter services with the Coastal Humane Society expires June 30, 2021. The renewal agreement attached covers the period of July 1, 2021 - June 30, 2022 for a total contract fee of \$13,063.05. A copy of the contract is in the Council packet your review.

I. Set Public Hearings on June 22 for Business Licenses as follows:

- 1) Franks/Special Entertainment Permit
- 2) Lisbon Cannabis/Renewal Marijuana Establishment Permit
- 3) 207 Edibles/Renewal Marijuana Establishment Permit
- 4) Parks & Recreation Mass Gathering Permits

Agenda Item 2021 –117 Casella Residuals Management Agreement

The Sewer Superintendent requests approval for a new sludge disposal agreement with Casella Organics. In December 2020 the town received a letter from Casella Organics stating our current agreement for sludge disposal would be terminated as of July 3, 2021. Casella sent all of their clients a similar letter stating they are terminating the agreement and will negotiate a new agreement with changes. The town has been working with Casella Organics and our town attorney to negotiate a new agreement to ensure the town could move forward with renewing the agreement if Council approved.

There are three changes in the new agreement that stand out as follows:

1. The price per ton will increase from the current rate of \$105.19 per ton to \$116 per ton.
2. New language is being added to address odors. This language states the customer is responsible for providing residuals that are free from excessive odors and to provide notification of process changes or upsets in the operation that could affect the residuals.
3. The 2013 amendment allowed Lisbon to request up to 30 yards of compost delivered per year at no charge. This has been removed probably due to the current issue of synthetic chemicals (PFAS/PFOS) being found in the sludge.

The current agreement 13 years old and has only seen one amendment. This price increase is occurring with all of their clients and is due to the changes in regulations, which have increased the cost of doing business. The Sewer Superintendent reports with the new regulations regarding synthetic chemicals that he does not see an issue with the 30 yards of free compost being removed from the agreement. It should be noted that there are no other options in Maine for us to consider for disposal of the sludge generated at the treatment plant.

Recommendation

Authorize the Town Manager to sign the Casella Residuals Management Agreement Contract as presented.

Agenda Item 2021 – 118 CDBG Façade Grant Projects for 2 & 4 Main Street

In June 2020, the State of Maine's Office of Community Development (OCD) awarded the Town of Lisbon a \$100,000 grant to administer a business façade grant program to provide matching funds to local property and business owners to make visual improvement to the exterior of commercial buildings in Lisbon village areas and Route 196 Corridor. The Lisbon Development Committee (LDC) serves as the CDBG Citizen Advisory Committee. In this capacity, the LDC reviews potential projects to ensure that each project fulfills the mission of the façade program and is consistent with CDBG guidelines.

On April 14, 2021, LDC reviewed a project application for a total project cost of up to \$40,000 to repaint the facades of Frank's Restaurant at 2 Main Street and Legendary Status at 4 Main Street. Due to the relatively recent façade program support for painting 2 & 4 Main Street in 2017, the LDC conditionally approved the 2021 application. The LDC's conditional approval required the applicant to work with an industry expert to identify the reason for premature paint peeling from the 2017 project and identify a remedy in the current scope of work to ensure that the façade project yields durable benefits. The applicant has fulfilled that condition by obtaining a recommendation from a Sherman Williams representative to use an oil-based stain rather than water-based paint. Switching to oil-based stain is expected to achieve the desired durability and adequate return on investment for the applicant, Town, and State funder.

The project at 2 & 4 Main Street is consistent with the Business Façade Program mission and guidelines, and the State OCD has granted approval following relevant historic and environmental reviews.

The Economic Development Director reports the façade project at 2 & 4 Main Street and the owner of 14 Main Street has expressed a desire to adjust their scope of work to create the same visual improvements at a lower budget. The 14 Main Street project was approved by Council in the fall of 2020 and the proposed changes have been approved by the State OCD. With Council approval for 2 & 4 Main Street, \$55,500 of the original CDBG grant of \$100,000 will be committed for projects including 13 Main St., 14 Main St., 16 Main St., 58 Lisbon Street, leaving a balance of \$44,500 for future projects.

The Economic Development Director requests Council approval for the business façade projects at 2 and 4 Main Street, to allocate up to \$20,000 of Business Façade Program funding for 2 & 4 Main Street, and to authorize Town staff to put 14 Main Street along with 2 & 4 Main Street out to bid as required by the Town and OCD program guidelines.

Recommendation

To approve the business façade grant projects at 2 and 4 Main Street, to allocate up to \$20,000 of Business Façade Program funds for 2 & 4 Main Street, and to authorize the Town's staff to put 14 Main Street along with 2 & 4 Main Street out to bid as required by the Town and OCD program guidelines.

Agenda Item 2021 – 119 Homeland Security Grant for Police Department Radios

The Police Department has the opportunity to apply for Federal Funds through the 2021 Homeland Security Grant. This particular grant does not require any matching funds. The amount of money that the Lisbon Police Department could possibly receive is currently unknown.

The Police Department would be requesting to use the grant money to purchase five Motorola Mobile Radios for our cruisers. The Police Department has been slowly upgrading our mobile radios in the cruisers, since they are nearing the end of their lifespan. The current anticipated funding request would be approximately \$15,500, which is enough to update the rest of the mobile radios in our fleet.

Recommendation

Authorize the Town Manager and Police Chief permission to apply for, accept, and spend any money amount allotted through this grant process towards the above purchases.

Agenda Item 2021 – 120 Solicit Bids for Graziano Square Projects

The Lisbon Parks and Recreation Department is in the process of getting formal bids for fencing and construction of the gazebo at Graziano's Square. We expect the price for each to be more than \$10,000. In April, we were given the green light to get the Grazi Square sign up since the sidewalk work did not interfere. We ordered the granite posts that will take about 4 weeks to come in. Once the sidewalk work is done, we would like to quickly finish the park.

Recommendation

Authorize the Town Manger to go out to bid for the remaining Graziano Square projects.

Agenda Date: 05-18-2021

Date	Brenda Martin	Municipal Accts Payable
5/12/2021	5122021	\$ 17,285.53

Date	Megan Lavigne	Municipal Payroll Warrants
5/18/2021	210520	\$ 170,437.48
5/18/2021	2105W2	\$ 15,614.58
		<u>\$ 186,052.06</u>

Date	Louise Levesque	School Accts Payable
5/14/2021	2122	\$ 202,079.55

Date	Eva Huston	School Payroll Warrants
5/14/2021	1122	\$ 12,516.99
5/14/2021	1123	\$ 178.65
5/14/2021	1124	\$ 938.00
		<u>\$ 13,633.64</u>



**TOWN COUNCIL
MEETING MINUTES
MAY 4, 2021
LISBON TOWN OFFICE**

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, Kolbe, Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Randy Cyr, Public Works Director; Mark Stevens, Parks & Recreation Director; Traci Austin, School Committee Chairman; Rick Green, Superintendent of Schools and no citizens in the audience.

GOOD NEWS & RECOGNITION

NATIONAL KIDS TO PARK DAY PROCLAMATION

VOTE (2021-96) Councilor Larochelle, seconded by Councilor Albert moved to adopt the following Proclamation:

WHEREAS, Kids to Parks Day is a national day of outdoor play celebrated annually on the third Saturday of May, which this year falls on May 15, 2021. The day connects kids and families with their local, state, and national parks, and public lands.

WHEREAS, May 15, 2021 is Lisbon's local Fishing Derby Day at Beaver Park; and

WHEREAS, COVID-19 has impacted everyone and has limited our ability to interact with our beloved national, local, and state parks. With this in mind, this year, the town desires to offer in person and virtual fishing experiences [send pictures to Lisbon Parks & Recreation Website]. Our hope is to encourage families nationwide to celebrate the day at local parks and public lands with their household groups or established COVID "bubbles," focusing on close-to-home outdoor spaces and experiences.

NOW THEREFORE, The Lisbon Town Council does hereby proclaim May 15, 2021 as Kids to Parks Day, **ACKNOWLEDGING** that due to COVID restrictions, the Lisbon Town Council is encouraging all residents to celebrate the day at local parks and public lands with their household groups or established COVID "bubbles."

Order passed – Vote 7-0.

PUBLIC HEARINGS

**A. PUBLIC HEARING FOR THE SCHOOL BUDGET
& SCHOOL CAPITAL IMPROVEMENT PLAN**

The Chairman opened the public hearing. There were no comments by email. The Chairman closed the public hearing and asked Dr. Green if he had anything to present at this time. Dr. Green pointed out since the

February presentation to Council, the School Budget has been decreased by \$562,618.00 or 7.4% and an additional \$345,457.00 or 4.6% has been removed since the March presentation. The total increase to local taxes on the 5/4/2021 subsidy report shows the overall budget has decreased due to the funds anticipated from the American's Relief Funds (ARF) that the town can use as revenue; although additionally ARF funds are to be used to provide instruction and infrastructure support. The Lisbon School Department is well aware that these funds will not be available in the future. Over the last 14 months, the Lisbon School Department has battled through this pandemic and has been able to bring our students back to full in-person instruction classrooms for all except a few weeks after the holiday break.

Dr. Green said he was proud of the Lisbon School Committee, staff dedication, and all the effort put forward to make this year as normal as it could be. He announced this week is National Staff Appreciation week. He recognized and thanked all of Lisbon's staff (teachers and other staff) for their amazing effort. Lisbon should be very proud of their accomplishment, bringing safety to school, staff and students into a safe environment. He thanked the families of our students as well for their support. The data shows our students are testing at or above and have definitely excelled throughout this timeframe. This is because they were in a controlled environment and provided with in-person daily instruction.

Dr. Green mentioned the 10-year history chart has been updated and included the percentages for increases and decreases on a separate page so everyone can see what those percentages are as compared to other years. Overall, this budget will have the second lowest increase to the local taxpayers during this 10-year span, outside of the two years there were decreases. This change was a direct result from use of the ARF funds. He mentioned the \$118,000 typically used from undesignated annually, will stay in undesignated annually to be used in three years to cover the gap created by the ARF funds, which should be closely monitored.

Dr. Green indicated the state's contribution stayed the same. Essential Programs and Services stayed the same. The ED-279 figures received in January have not changed. The total budget including adult education is \$18,119,877.00. The local amount is \$7,790,575.00 or a 3% increase in local taxes.

Councilor Fellows said he recognized the Lisbon School Department has made significant cuts, that he is aware of where these new amounts will be applied, and that he is happy with the 3% increase, because 3% is in line with the Council's February recommendation as an acceptable increase.

Councilor Ward suggested Mr. Cyr include the School's paving parking lot project in the town's RFP to obtain better pricing.

Councilor Albert said he was glad to hear that the Lisbon School Department was planning ahead to hold the undesignated amount in undesignated to cover the ARF gap that would be created in the future. He thanked the Superintendent and School Committee for their hard work.

Dr. Green thanked the Council for their vote last May when the Council supported the additional support staff requested, because that piece significantly contributed to why Lisbon was so successful this year.

Mrs. Austin reported it could have taken the town over 10-years to complete the recent School building upgrades. Dr. Green indicated the School Department was able to upgrade the HVAC system, windows, doors, etc. Mrs. Austin said, to all who were involved with getting that done, kudos. Because we already had a plan, Lisbon could act quickly, which is why we accomplished so much so fast. She said there are projects left on the list to do, but not nearly as many.

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS - NONE

CONSENT AGENDA

VOTE (2021-97) Councilor Fellows, seconded by Councilor Larochelle moved to approve the following:

- A. Municipal Accounts Payable Warrants totaling \$ 268,726.21
- B. Municipal Payroll Warrants totaling \$ 314,372.11
- C. School Accounts Payable Warrants totaling \$ 81,137.75
- D. School Payroll Warrants totaling \$ 364,961.83
- E. Minutes of April 20, 2021 & Workshop Minutes of April 13, 2021 and April 27, 2021
- F. Renewal Victualer's Licenses for 13 eating-places as follows:
 - 1. *Angelo's*
 - 2. *Bootlegger's*
 - 3. *Canton Pearl*
 - 4. *CN Brown A/K/A Big Apple*
 - 5. *Domino's*
 - 6. *Dunkin Donuts*
 - 7. *EZ Mart Food of Maine, Inc*
 - 8. *Lisbon House of Pizza*
 - 9. *McDonald's Restaurant*
 - 10. *Roadside Barbecue*
 - 11. *Rusty Lantern*
 - 12. *Sam's Italian Foods*
 - 13. *Subway*
- G. Plus the Audit and Fixed Asset Engagement Letters, and to
- H. Schedule a Budget Workshop on May 11 & only one meeting in June on June 22, 2021
- I. CMP Easement for EV Charging Stations

Order passed - Vote 7-0.

SOLICIT BIDS FOR STRIPING

INTRODUCTION: Mr. Cyr is requesting permission to send out RFP's for Road Striping at the earliest possible date. The following streets and roads requested for striping are as follows:

Units of Measure	Feet	Feet	Miles	Miles
<u>STREET NAME</u>	<u>DBL. YELLOW</u>	<u>WHITE</u>	<u>DBL. YELLOW</u>	<u>WHITE</u>
Route 196	31680	63360	6	12
Route 125/Main/Canal	10,560	21,120	2	4
Route 9/Ridge Road	475.2	950.4	.09	.18
Webster Road	10,560	0	2	0
Gould Road	7,920	0	1.5	0
Littlefield Road	7,920	0	1.5	0
Village Street	2,112	4,224	.4	.8
Moody Road	7,920	0	1.5	0
King Road	7,392	0	1.4	0
Upland Road	2,112	0	.4	0
Capital Avenue	1,056	0	.2	0
School Street	1,056	0	.2	0
Pinewoods Road	13,200	0	2.5	0
Ferry Road	25,872	0	4.9	0
Hudon Road	3,696	0	.7	0
River Road	4,224	0	.8	0
Transfer Station	1,056	0	.2	0
Mill Street	5,280	0	1	0
Bowdoinham Road	15,840	0	3	0

VOTE (2021-98) Councilor Albert, seconded by Councilor Ganong moved to authorize the Town Manager and Public Works Director permission to send out RFP's for road striping at their earliest convenience.

Order passed - Vote 7-0.

AUTHORIZATION TO SELL MUNICIPAL EQUIPMENT

INTRODUCTION: Mr. Cyr requested the permission to send to Auctions International 3 items:

1. Used generator from municipal building. This generator was replaced because of malfunctions.
2. 1999 International dump truck with plow headgear and dump body. This truck will not pass for a state inspection and is of no use to us.
3. Old and some new granite curbing. We as a public works department do not install granite curbing and have no need for it.

COUNCILOR COMMENTS: Councilor Ward recommended the town provide pictures of other anticipated items in other departments ready to go after July 1 as well, like the Recreation Department's old lawn mower or snowmobile. Mr. Cyr said the 2004 Truck at Public Works can go, along with the old Forklift.

VOTE (2021-99) Councilor Larochelle, seconded by Councilor Fellows moved to authorize the Town Manager to sell Municipal Equipment as follows: Used Generator from municipal building, 1999 International dump truck with plow, headgear, and dump body, and old and some new granite curbing and deposit revenues into the Sale of Town Property Reserve Account. **Order passed - Vote 7-0.**

FEE SCHEDULE AMENDMENTS

INTRODUCTION: Mr. Stevens recommended adjusting the fees in the fee schedule for After School Rec from \$40.00 to \$50.00 per week and from \$10.00 to \$12.00 per day. He recommended adjusting the Before School Rec fees from \$12.00 to \$15.00 per week and from \$3.00 to \$4.00 per day. He indicated these changes are inspired by the minimum wage increases over the past few years and should increase our revenues to keep pace with our programs.

VOTE (2021-100A) Councilor Larochelle, seconded by Councilor Albert moved to adopt the fee schedule changes for the Parks & Recreation Department as follows:

Before school rec	12.00 per week or 3.00 per day <u>15.00 per week or 4.00 per day</u>
After school rec	40.00 per week or 10.00 per day <u>50.00 per week or 12.00 per day</u>

Mr. Stevens said he would like to allow Veterans to enter free. Councilor Ward said he would advocate that seniors and handicapped residents be encouraged to use the park as well. After much discussion, the Chairman asked if there was an amendment to the motion.

VOTE (2021-100B) Councilor Ganong, seconded by Councilor Albert moved **Amendment #1** to include Veterans as follows:

<u>Veterans:</u> <u>Yearly Pass</u> <u>Daily Pass</u>	<u>Free</u> <u>2.00</u>
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After more discussion, the Chairman called for a vote on the amendment. **Amendment #1 Voted: Order passed - Vote 7-0.**

The Main Motion as Amended #1 is as follows:

Before school rec	12.00 per week or 3.00 per day 15.00 per week or 4.00 per day
After school rec	40.00 per week or 10.00 per day 50.00 per week or 12.00 per day
<u>Veterans:</u> <u>Yearly Pass</u> <u>Daily Pass</u>	<u>Free</u> <u>2.00</u>

Main Motion as Amended #1 Voted: Order passed - Vote 7-0.

Mr. Stevens recommended the Council adjust the fees for day camps. He pointed out his department will not be offering part-time Summer Day Camps again and that they consider 3-days full time.

VOTE (2021-100C) Councilor Ganong, seconded by Councilor Albert moved to adopt the fee schedule changes for Parks & Recreation's Summer Day Camps as follows:

Summer day camps—7 week session		
	a. <u>Full time summer day camps</u> Resident	450.00- <u>475.00</u>
	b. <u>Full time summer day camps</u> Non-resident	525.00- <u>550.00</u>
	c. 1/2 time summer day camps <u>Resident</u>	275.00 <u>325.00</u>
	d. <u>1/2 time summer day camps</u> Non-resident	350.00- <u>375.00</u>

Order passed - Vote 7-0.

Mr. Cyr recommended adjusting the Solid Waste Transfer and Recycling Facility fees. The reason for this request to change disposal fees is due to an increase in tipping fees from Grimm Industries for the disposal of OBW starting May 1, 2021. Currently we are at \$70 per ton. The increase will be \$8.00 per ton for a new total per ton of \$78.00. By averaging prior year's tipping fees per each pickup for OBW, and looking at our current year to date fees paid, the difference is \$2,677 for the year. The increase of disposal fee in Appendix C should help off-set these costs.

Mr. Cyr explained that the Transfer Station is also seeing an increase in household waste (MSW) which may be due from the amount of new homeowners in Lisbon and or general cleaning through COVID. By averaging prior year's tonnage, and looking at Lisbon's current year to date tonnage, he said his department collected about 100 tons more waste, which equals \$7,300 more than the average we paid to dispose of MSW in prior years.

Mr. Cyr requested the Council increase the Transfer Station disposal permits for Residents, Temp Permits, and Commercial Haulers. He indicated the biggest change would be to the commercial haulers. As the Solid Waste Market continues to change, companies all over are continuing to adjust their disposal/tipping fees based on a number of factors including trucking, processing, and increased landfill costs for them, which we must continue to do the same to maintain revenue.

COUNCILOR COMMENTS: Councilor Larochelle said the Council needs to clarify whether this service is a benefit to residents as part of the town or is it to be offset by user fees or a more fair way to go with a pay per bag system.

Councilor Kolbe suggested we offer only residential service and that commercial haulers, etc. take stuff to Auburn.

Councilor Fellows asked, if we offer this service to residents, what percentage do we want to pay for it. He said the town is in a holding pattern right now until we solve this problem. He recommended adjusting the fees as presented, but to charge \$15 for a second vehicle.

Councilor Lunt said the pay per bag system could be worse because it encourages residents to sort, which can cost more right now.

Councilor Albert asked what part of this service could we keep and what fees do we charge to come out even yearly.

VOTE (2021-100D) Councilor Fellows, seconded by Councilor Ganong moved to amend the following Solid Waste Transfer and Recycling Facility fees as follows:

Residential Permit:	
a. Residents	25.00- 30.00
b. Business	25.00- 30.00
Temporary Permits issued for no more than 6 months:	
a. Residents	25.00- 30.00
b. Nonresidents	25.00- 30.00

Windows and doors:	
a. Windows	2.00- 5.00
b. Doors	2.00- 5.00
Shingles:	
a. Lisbon sticker and demo permit from CEO, per yard	25.00- 30.00
b. Carpets, 10' x 12'	10.00- 15.00
c. All box springs, each	5.00- 10.00
d. Mattress, twin and full	5.00- 10.00
e. Mattress, queen and larger	10.00- 15.00
f. Chairs, each	10.00- 15.00
g. Sofas, each	20.00- 25.00
h. Wood, per yard	5.00- 10.00
Licenses and sticker for access to facility beginning Sept. 1 for one calendar year:	
First sticker for vehicles one ton and under, annually	25.00- 30.00
Subsequent vehicles	25.00- 15.00
Vehicles over one-ton	75.00- 80.00
Commercial Resident hauler	1,000.00- 3,000
Commercial Nonresident hauler	1,500.00- 3,500
Local contractors, license and sticker issued with an agreement for monthly billing:	25.00- 30.00

One-day permits for residents with proof of residency	25.00-	30.00
One-day permits for out of town contractors, with a valid demolition permit	25.00-	30.00

Order passed - Vote 5-2-0 (Against: Ward and Larochelle).

Councilor Ward said he would like to have the Finance Committee make a recommendation. Councilor Larochelle said he would like to see a 3-month deadline for that recommendation to come to the Council. Councilor Albert agreed with a realistic deadline.

Mrs. Ward explained that the committee only meets once a month, that perhaps they could meet weekly this fall, and that it would be helpful to members to know what the Council's expectation of them would be. She asked what the Council's position is, is this to be a service or self-sustaining revenue generating function; part of your taxes or paid for by user fees. Councilor Ward took a straw poll resulting in five members for part of your taxes and two for paid by user fees. Councilor Ganong suggested it be a mixture of both. When asked whether Councilor's wanted a mixture of both, all raised their hand.

Councilor Fellows offered an October deadline to Council. After some discussion, Councilor Albert offered a December deadline. Councilor Fellows asked that the current Council members vote on this decision prior to leaving office. There were no objections to the October deadline, allowing enough time for the public to weigh in on the issue prior to Council's final decision.

DOWNTOWN TIF DESIGNATION

INTRODUCTION: Mr. Cyr reported the Lisbon's Public Works Department is constructing new parking lots to address the broadly held view that there exists a shortage of parking in the vicinity of Main Street. The new parking capacity under construction will add an important amenity for local businesses, residents, and visitors using the downtown district. New parking lots at Davis Street, Booker Street, and Union Street will add +/- 50 new parking spaces in the Village area. New wayfinding signage will be installed to make the most of the upcoming investment in the new parking lots by assisting visitors and customers to locate available spots.

Mr. Cyr said the cost to construct the new parking lots will total \$28,557.25. Construction of parking lots are an eligible use for Lisbon's Downtown Tax Increment Financing district funding. He explained the breakdown for expenses as follows:

1. Marafi 500X road fabric 5 rolls @\$411 ea. \$2,055.00
2. Concrete blocks for retaining wall.
 - 105 blocks @ \$75ea = \$7,875.00
 - Concrete caps 45 @ \$55ea = \$2,475.00
3. Equipment rental
 - Excavator \$10,040.00
 - Dozer \$2,500.00
 - Roller \$1,450.00
4. Gravel 93 ton 1 1/2" crushed gravel @\$6.25 per ton = \$581.25
5. Stone 93 ton @ \$17.00 per ton = \$1,581.00

Total for 3 parking lots: \$28,557.25

Mr. Cyr requested Council approve the allocation of up to \$28,557.25 from the Downtown TIF account for construction of the new parking lots to support economic development in Lisbon. He indicated that price would not cover the fence needed for the 6-foot wall, which had to be created to finish one parking lot. He reported he would come back to the Council for extra funds once he obtained a price for the fence and installation.

COUNCILOR COMMENTS: Councilor Larochelle asked that no overnight parking signs be placed in the new parking lots. Mrs. Barnes offered to look into whether overnight parking has been addressed by ordinance.

VOTE (2021-101) Councilor Larochelle, seconded by Councilor Albert moved to approve the allocation of up to \$35,000 from the Downtown TIF account for construction of new parking lots to support economic development in Lisbon. **Order passed - Vote 7-0.**

SALT SHED UPDATE

Added Item (No Objections Noted)

Mr. Cyr reported the New Gloucester salt shed metal building is 80' by 120' and should cost around \$195,500 to tear down and around \$100,000 to reassemble. Mrs. Barnes said New Gloucester would like to know as soon as possible if Lisbon is interested in making an offer. Councilor Ward asked Mrs. Barnes to place this item on the May 11 Council agenda for consideration.

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert said he had nothing new to report.
2. Planning: Councilor Fellows indicated the Planning Board had several items for their next agenda.
3. LDC: Councilor Larochelle indicated this committee would have an update for Council on the Worumbo site shortly.
4. Conservation Commission: Councilor Ward reported their scheduled meeting had been cancelled.
5. Recreation: Councilor Albert said he had nothing new to report.
6. County Budget: Councilor Ward said he had nothing new to report.
7. Library: Councilor Lunt said he had nothing new to report.
8. Water Commission: Councilor Fellows said he had nothing new to report.
9. Finance Committee: Councilor Albert said he had nothing new to report.

B. TOWN MANAGER'S REPORT

Mrs. Barnes reported the IT switch over to Burgess Technologies is going well. She said she likes working with them. They are quick to respond to our needs. Staff will get training on phishing email scams. Councilor Albert said staff should be checking the barracuda system for emails that might have been thought to be phishing emails when they might not be.

C. LISBON DEVELOPMENT COMMITTEE UPDATE ON WORUMBO MILL SITE

Councilor Fellows reported LDC members have received their first Worumbo Mill Site visionary drawings, which shows what the site looks like as:

Scenario 1: more undeveloped that prioritizes views of the river from the village area and functions as a gateway that connects the Main Street commercial district to community green space at the Riverfront,

Scenario 2: developed according to the zoning requirements showing maximum size building footprints within the development area including 1 bedroom/2 bedroom apartment/condominium construction with retail/dining/service space; and

Scenario 3: which reduces parking requirements and extends greater building height to maximize development square footages and green space conservation, including 1 bedroom/2 bedroom apartment/condominium construction with retail/dining/service/community event space.

Councilor Fellows indicated these drawings are not ready for release to the public until Wednesday, May 12. He said a couple more drawings would include street views by then. He requested a joint public meeting be scheduled with LDC at the Worumbo Site for Wednesday, May 12 if possible. The next LDC meeting for wrapping up will be on Wednesday, May 26 in the tent at Worumbo.

D. PROPERTY TAX ASSISTANCE PROGRAM

Mrs. Barnes explained the two types of State of Maine Property Tax Assistance Programs:

Title 36: Taxation

Part 9: Taxpayer Benefit Programs

Chapter 907-A: Municipal Property Tax Assistance

§6232. Municipal authority

The legislative body of a municipality may by ordinance adopt a program to provide benefits to persons with homesteads in the municipality. A municipality may choose to restrict the program to persons who meet minimum age requirements as long as the minimum is not less than 62 years of age.

1. Conditions of program. Except as provided in subsection 1-A, a program adopted under this section must:

A. Require that the claimant has maintained a homestead in the municipality for a certain period of time, as determined by the municipality; [PL 2019, c. 159, §2 (AMD).]

B. Provide benefits for both owners and renters of homesteads; and [PL 2005, c. 395, §4 (NEW).]

C. Calculate benefits in a way that provides greater benefits proportionally to claimants with lower incomes in relation to their property taxes accrued or rent constituting property taxes accrued. [PL 2005, c. 395, §4 (NEW).]

A program adopted under this section may impose additional standards of eligibility and procedures, as long as those standards are established by the municipality by ordinance.

1-A. Volunteer program. A municipality may by ordinance adopt a program that permits claimants who are at least 60 years of age to earn benefits up to an annual maximum of \$1,000 or 100 times the state minimum hourly wage under Title 26, section 664, subsection 1, whichever is greater, by volunteering to provide services to the municipality. A program adopted under this subsection does not need to meet the requirements of subsection 1, paragraph B or C. Benefits provided under this subsection must be related to the amount of volunteer service provided. Benefits received under this subsection may not be considered income for purposes of Part 8. A municipality may by ordinance establish procedures and additional standards of eligibility for a program adopted under this subsection.

Mrs. Barnes pointed out that tax liens filed on properties in a program cannot be foreclosed upon and the town is paid when the property owner dies. Only six to eight communities in Maine have a program in place. The minimum age requirement for these programs is not less than 62 years of age. You have to maintain your home for a certain amount of time. Benefits are calculated based upon property tax accrued or rent constituting property taxes accrued. These types of programs like General Assistance or Municipal Property Tax Assistance Programs, use up a lot of administration time.

Councilor Larochelle recommended the Finance Committee review this option down the road once they are finished with what is currently on their plate. Councilor Lunt mentioned Monmouth has a program like this, and the town's Finance Committee Chairman has had some experience with the Municipal Property Tax Assistance program.

APPOINTMENTS

LDC APPOINTMENTS COUNCILOR SEAT RENEWAL TO JANUARY 2022

VOTE (2021-102) Councilor Larochelle, seconded by Councilor Albert moved to re-appoint Councilor Fellows to the LDC Committee to January 2022. **Order passed - Vote 7-0.**

COUNCILOR COMMUNICATIONS

Councilor Larochelle thanked the Public Works crew for putting up the graduation banner. He said it is nice to hear that this year's graduating class has figured out a better arrangement to accommodate more family members in the gym for the ceremony. It may not be normal, but it sounds like it will be more family friendly.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS – NONE

EXECUTIVE SESSION

VOTE (2021-103) Councilor Larochelle, seconded by Councilor Albert moved to go into Executive Session per 1 MRSA Section 405 (6) (A) Personnel Matters (labor negotiations). **Order passed – Vote 7-0.**

The Council came out of executive session at 9:59 PM and the meeting resumed.

VOTE (2021-104) Councilor Ganong, seconded by Councilor Albert moved to approve a one-year contract between the Town of Lisbon and the Fraternal Order of Police representing the Police Sergeants to expire on June 30, 2021. **Order passed - Vote 7-0.**

ADJOURNMENT

VOTE (2021-105) Councilor Ganong, seconded by Councilor Fellows moved to adjourn at 10:00 PM. **Order passed - Vote 7-0.**

Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved: May 18, 2021

TOWN OF LISBON
2021 VICTUALER RENEWALS


The Town Clerk's office received 13 Victualer applications and renewal fees for eating places in Lisbon. The Health Officer/Codes Officer conducted inspections for these applications. Public hearings are not required for renewals. The following Victualer renewal applications are ready for Council approval for licensing:

1. American Legion
2. Aroma Joes
3. Cruzin Slice
4. Flux Restaurant
5. Food City
6. Franks
7. Grazi to Go
8. Lisbon Left Hand Club.
9. MacDaddy's Mobile Cuisine, LLC
10. Railroad Restaurant & Pub
11. Riverside Dairy Bar
12. Slovak Catholic Association
13. Smiley's Ice Cream

I, **Dennis Douglass, Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code entitled Victualer and any applicable state regulations.

Signature:  Date: 5/7/21

I, **Dennis Douglass, Code Enforcement Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises to be in compliance with applicable life safety codes.

Signature:  Date: 5/7/21

MacDaddy's

LISBON - ITINERANT VENDOR APPLICATION

License Fee: ☐ \$25 Temporary Stands (90 days or less)
☐ \$100 6-Months Permit
☒ \$150 12-Month Permit
☐ \$200 1-Week Mass Gathering (Carnivals & festivals) Permit
☐ \$100 12-month outdoor Flea Market Permit
☐ \$200 12-month indoor Flea Market Permit
☐ \$ 0 Public Records Checks

Also Required: ☒ Landowner permission (submit letter if fixed location)
☐ If roaming, please submit a route map for the Police Chief to review

Fee Exemption: ☐ Lisbon Non-Profit School Groups or Charitable and Non-Profits Groups registered with the Secretary of State with IRS Code Section 501

Business Name: **MACDADDYS MOBILE CUISINE LLC** Business Phone: _____

Business Location in town: **501 LISBON ST, LISBON FALLS, ME 04250**

Business Email Address: **MACDADDYSMAINE@GMAIL.COM**

Owner's Name: **CHRISTOPHER MACDONALD**

Home Phone: _____ Cell Phone: _____

Owner's Home Address (CSZ): **876 RIVER RD, WINDHAM, ME 04062**

Residence(s) for last five years: **876 RIVER RD, WINDHAM, ME 04062**

List Applicant / Partners / Corporate Officers (Names & DOB required):

Name: **CHRISTOPHER MACDONALD** | Name: _____ | Name: _____

Address: **876 RIVER RD** | Address: _____ | Address: _____

Town/State: **WINDHAM/ ME** | Town/State: _____ | Town/State: _____


Birthdate: _____ | Birthdate: _____ | Birth date: _____

Has applicant's business license ever been revoked: **NO** If yes, why? _____

Has any applicant / partner / corporate officer ever been convicted of a felony? **NO** If yes, describe specific circumstances _____

Does the establishment have a valid liquor license? **NO** If yes, when does it expire? _____

I, **CHRISTOPHER MACDONALD** (owner's name), **OWNER** (title) is authorized to sign on behalf of said business, and further declare that the forgoing information is accurate and true to the best of my knowledge and belief, and that the applicant does hereby acknowledge a public records check may be conducted.

Signature: 

Date: **05/05/2021**

Business Name: MACDADDYS MOBILE CUISINE LLC

INSPECTION REQUIRED

☐ Yes, if preparing food (includes making coffee)
☐ No, if prepackaged ice cream or food only

Notice of Compliance (By Ordinance): I, **Dennis Douglass, Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code and any applicable state regulations.


Signature:  Date: 5/6/21

COMPLETE TO HERE BEFORE FILING

For Office Use Only

☒ Public Records Check Completed.

Notice of Compliance (By Ordinance): I, **Ryan McGee, Police Chief** for the Town of Lisbon hereby certify I have reviewed this application and the vendor will not create safety problems for either traffic or pedestrians, and that information on file does not indicate the applicant is a person of bad moral character.

Signature:  Date: 5-6-21

INFORMATION

The Councilors are the Municipal Licensing Board. The first Itinerant Vendor application requires a public hearing, but renewals will not. Public records checks can take up to two or more weeks to process. Complete applications contain the CEO and Health Officer signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

Temporary permits can be granted by the Town Clerk, after meeting all the requirements of the ordinance, for no longer than 90 days.

SUGGESTED CONTACTS:

353-3000 Ext 112... Town Clerk
353-3007..... Town Office Fax
353-3000 Ext 111... Code Enforcement Officer
353-3500..... Police Department

624-9693State Sales Tax Division
624-7736.....Bureau of Corporations
624-7220.....Bureau of Alcohol Beverages
387-3841.....Assessment Dept. Public Liens

LISBON - ITINERANT VENDOR APPLICATION

License Fee: ☐ \$25 Temporary Stands (90 days or less)
☐ \$100 6-Months Permit
☒ \$150 12-Month Permit
☐ \$200 1-Week Mass Gathering (Carnivals & festivals) Permit
☐ \$100 12-month outdoor Flea Market Permit
☐ \$200 12-month indoor Flea Market Permit
☐ \$ 0 Public Records Checks

Also Required: ☐ Landowner permission (submit letter if fixed location)
☐ If roaming, please submit a route map for the Police Chief to review

Fee Exemption: ☐ Lisbon Non-Profit School Groups or Charitable and Non-Profits Companies registered with the Secretary of State with IRS Code Section 501

Business Name: Cruzin Slice LLC Business Phone: _____

Business Location in town: Big Dipper / Moxie Plaza

Business Email Address: cruzenslice@gmail.com

Owner's Name: Nicole Clavet

Home Phone: _____ Cell Phone: _____

Owner's Home Address (CSZ): 21 Jones Ave, Lew

Residence(s) for last five years: Same

List Applicant / Partners / Corporate Officers (Names & DOB required):

Name: Nicole Clavet | Name: _____ | Name: _____

Address: 21 Jones Ave | Address: _____ | Address: _____

Town/State: Lew ME | Town/State: _____ | Town/State: _____

Birthdate: _____ | Birthdate: _____ | Birth date: _____

Has applicant's business license ever been revoked: NO If yes, why? _____

Has any applicant / partner / corporate officer ever been convicted of a felony? NO If yes, describe specific circumstances _____

Does the establishment have a valid liquor license? NO If yes, when does it expire? _____

I, Nicole Clavet (owner's name), Owner (title) is authorized to sign on behalf of said business, and further declare that the forgoing information is accurate and true to the best of my knowledge and belief, and that the applicant does hereby acknowledge a public records check may be conducted.

Signature: Nicole Clavet Date: 4/4/21

Business Name: Cruzin Slice LLC

INSPECTION REQUIRED

☐ Yes, if preparing food (includes making coffee)
☐ No, if prepackaged ice cream or food only

Notice of Compliance (By Ordinance): I, **Dennis Douglass, Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code and any applicable state regulations.

Signature: 


Date: 5/6/21

COMPLETE TO HERE BEFORE FILING

For Office Use Only

☒ Public Records Check Completed.

Notice of Compliance (By Ordinance): I, **Ryan McGee, Police Chief** for the Town of Lisbon hereby certify I have reviewed this application and the vendor will not create safety problems for either traffic or pedestrians, and that information on file does not indicate the applicant is a person of bad moral character.

Signature: 

Date: 5-5-21

INFORMATION

The Councilors are the Municipal Licensing Board. The first Itinerant Vendor application requires a public hearing, but renewals will not. Public records checks can take up to two or more weeks to process. Complete applications contain the CEO and Health Officer signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

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SUGGESTED CONTACTS:

353-3000 Ext 112... Town Clerk
353-3007..... Town Office Fax
353-3000 Ext 111... Deputy Code Enforcement Officer
353-2500..... Police Department
333-6601 Ext 1154..Health Officer
287-5671..... State Health Inspection Dept.

624-9693State Sales Tax Division
624-7736.....Bureau of Corporations
624-7220.....Bureau of Alcohol Beverages
287-3841.....Agriculture Dept- Bakery Licenses
624-6550.....Marine Resources
1-800-872-3838..Business Answers

April 28, 2021

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



Dear Diane,

I hope this letter finds you well in these challenging times. Please find enclosed the agreement for services between Midcoast Humane and the Town of Lisbon covering the period from July 1, 2021 to June 30, 2022. We ask that you please sign the contract, make a copy for yourself and return the original to me in the envelope provided. After we receive your signed agreement, we will generate an invoice.

Please note two important updates:

- Midcoast Humane is no longer offering an 'emergency' phone number for Animal Control Officers due to lack of use. We will redirect the funds used for having and monitoring this phone line to the direct care of homeless animals instead.
- Due to the increased risk of zoonotic disease transmission, we will no longer accept deceased wildlife drop offs.

Despite the obvious challenges of 2020, Midcoast Humane has pushed forward on several exciting fronts. Most significantly, we purchased a building on Industrial Parkway in Brunswick and we will spend the next year raising funds and renovating that facility to serve as a state-of-the-art animal shelter complete with a Behavior & Training Center and Humane Education Center. We are hard at work strengthening our community relationships, particularly with the Animal Control Officers within the municipalities we serve. As part of this process, we hope to offer complimentary continuing education training to ACOs, and will reach out to them directly with more information.

I welcome the opportunity to discuss our relationship further or to answer any questions you may have. Please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Kate Griffith".

Kate Griffith
Marketing & Communications Manager
kgriffith@midcoasthumane.org
(207) 449-1366 x105



Midcoast Humane and Town of Lisbon Agreement for Services

This agreement, made and entered into on April 29, 2021, by and between the Town of Lisbon, Maine, a municipal corporation hereinafter referred to as the Municipality, and Midcoast Humane, a non-profit corporation established under the laws of the State of Maine, hereinafter referred to as MH. This agreement will cover the contract period beginning July 1, 2021, and ending June 30, 2022.

MH and the Municipality, in consideration of the payments set forth in Section X below, agree as follows:

I. Services to be provided

The services to be performed under this Agreement are for animal shelter management services in accordance with the terms, conditions and specifications contained or referenced herein.

1. MH will furnish, manage and operate animal shelter facilities located at 30 Range Road, in Brunswick, Maine. MH shall be responsible for the day-to-day custodial care of the shelter facility and grounds, including the removal of litter and debris from outdoor areas and for use of all utilities, including, without limitation, electric, gas, water, oil, sewage and telephone.
2. MH will provide adequate food, water, shelter, space, care, treatment and transportation for small domestic companion animals which come into its custody through the following:
 - A. Animals that are voluntarily surrendered by residents of the Municipality.
 - B. Stray animals and impounded animals that are apprehended by the Municipality's Animal Control Officer or authorized employees of the Municipality.
 - C. Stray animals that are found by residents of the Municipality and are brought to MH by such residents.
3. The Municipality is obligated to pick up stray dogs and stray cats and deliver those animals to MH. ("Stray cat" means a cat that is not under the obvious control of an individual, which is reported as being at large for at least two days, and which may appear not to be properly cared for.)
4. A duly authorized representative of the Municipality, customarily the Municipality's Animal Control Officer, hereinafter referred to as the Representative, will be furnished a key to MH's isolation area for the purpose of delivering animals during hours when MH is

not open to the public. During hours when MH is open to the public, the Representative shall deliver animals to the isolation area and shall, in both cases, complete all required paperwork. The Municipality shall at all times provide MH with the name of its Representative and contact information and shall notify MH of any changes. The Municipality shall be responsible for obtaining the key from any former Representative and providing such key to its current Representative.

5. In the event that the Representative delivers an animal to MH, the Municipality shall be responsible for notifying the animal's owner of such impoundment and disclosing the owner's name and address to MH. The Municipality shall be responsible for collecting all fines imposed upon the animal's owner by the Municipality for violation of animal welfare offenses. MH shall release the animal to its owner only upon proof of such payment of all fines and fees, as well as upon the payment by the Municipality or the animal's owner to MH of any fees assessed by MH, as stated below.
6. All animals that are brought to MH by a Representative shall not be removed from MH by a Representative other than upon the written authorization of MH.
7. Any Representative that picks up sick or injured animals must call MH to see if a veterinarian is on premises before bringing said animals to MH. If no veterinarian is at MH, the animals must be brought to a different veterinary clinic or like facility for care. If an MH veterinarian is on premises, the veterinarian will give his/her recommendation on whether MH is able to treat the animal or whether it needs to be transported to another veterinary clinic or like facility. The Municipality acknowledges that MH may be limited in its ability to treat all injuries due to limited space or lack of equipment (e.g., x-ray machine, etc.). MH, in its sole discretion may elect to refuse or accept delivery of sick or injured animals and procure the veterinary care it deems necessary and appropriate. Municipality agrees to reimburse MH for the costs of emergency and required veterinary care within ten (10) days from the receipt of an invoice. At no time will the Municipality deliver any injured animal to the shelter during hours other than regular business hours unless municipality has made prior arrangements with MH. The cost of transporting animals that cannot be treated at MH, as well as the cost of such treatment at another veterinary clinic, will be borne by the Municipality if such costs are incurred during the mandatory waiting periods as required by State of Maine statutes.
8. MH will be responsible for finding "forever homes" and placement for all animals in its care. Whenever the ownership of an animal is ascertained, MH shall make a reasonable effort to notify the owner of the animal within 24 hours of determining the animal's owner.
9. In the event that euthanasia is required for reasons for public safety or welfare or in satisfaction of any obligation of the Municipality, MH shall be responsible for the humane euthanasia of any animal in its care using methods approved by the State of Maine.
10. MH will maintain regularly scheduled business hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this agreement and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals. From time to time, MH may close

due to weather conditions, staff training, or other unforeseeable circumstances. Notice of any closings will be provided to the public as far in advance as possible.

11. MH will appoint competent and qualified agents for the carrying out of the responsibilities under this agreement, such agents to be responsible to the MH Board of Directors.
12. MH contact personnel, available to the Municipality during regular MH business hours and on an emergency basis during non-business hours, are as follows:
 - Desiree Roberts, Director of Shelter Operations. Office: 207-449-1366 ext. 215

In the event that either of these persons is no longer employed by MH, MH will notify the Municipality and furnish the Municipality with the contact information for their successors.

13. MH shall provide systems to monitor medical and other information on each shelter animal.
14. On request of a resident of the Municipality, MH shall provide a list of the names and telephone numbers of the Municipality's Animal Control Officer(s) and animal care providers who are available and on call for emergency services.
15. MH alone retains sole discretion to refuse delivery of one or more animals where such delivery renders MH unable to provide appropriate housing and/or disposition of delivered animals.

II. Ownership of dogs

MH will adhere to the mandatory waiting periods and ownership requirements for uncontrolled dogs as articulated in Title 7 M.R.S.A. §3913 and any amendments thereto.

III. Ownership of cats

MH will adhere to the mandatory waiting periods and ownership requirements for stray cats as articulated in Title 7 M.R.S.A. §3919 et seq. and any amendments thereto.

IV. Public service programs

MH shall provide at its sole cost and expense the following services:

1. A reduced-cost spay-neuter program for any animal owned by a resident of the Municipality, except that, in the event that MH determines that it is no longer feasible to offer such spay/neuter program, MH shall no longer be under any obligation to do so.
2. A volunteer program to encourage support for MH and its operation of the shelter.
3. Events designed to promote animal adoptions and to educate the public about animal welfare and the benefits of sheltering in general.

4. An adoption program designed to ensure that MH identifies and secures humane, permanent homes for the animals under its care.
5. MH makes every effort to promote Trap, Neuter and Return (TNR) for feral cats, and return feral cats that are spayed or neutered, vaccinated and ear tipped to the originating location when possible, and promote caregiver volunteerism and guardianship. The Town of Lisbon agrees to work with MH and the community to permit and encourage TNR as the preferred method of dealing with feral cats. MH will accept confined stray cats, but recommends that cats believed to be strays be given a few days to return to their homes before they are fed or confined and considered to be lost or homeless.

V. Adoption fees and recordkeeping

1. MH will collect all adoption fees and shall keep proper financial records to account for same. MH will permit the Municipality, at all reasonable times, to inspect and audit such records and shall make such reports of funds received as required by statute or regulation.
2. MH shall keep full and accurate records of all animals taken into custody, showing the date, place, reason and manner whereby animals were brought into custody, with a description of the animal and a record of its final disposition.

VI. Indemnification

1. The Municipality shall indemnify and hold harmless MH, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Municipality, its employees, contractors or agents, in connection with the seizure, transportation or maintenance of stray dogs and cats during the mandatory waiting periods prescribed in Title 7 M.R.S.A. §3913, 3919 and 3919-A.
2. MH will indemnify and hold harmless the Municipality, its employees, directors, officers and agents from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of MH, its employees, contractors or agents, in connection with the operation of MH.

VII. Insurance

MH shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect MH from claims of damages for personal injury including accidental and wrongful death, as well as claims arising from services rendered under this agreement, whether such services be by MH, by any subcontractor, or anyone employed directly or indirectly by either of them.

VIII. Agreement not assignable

MH shall not have the right, authority, or power to sell, mortgage, or assign this agreement or the powers granted to it, or any interest therein, nor any right, power or authority to allow or permit any other person or party to have any interest in the services outlined in this agreement without the written consent of the Municipality.

IX. MH's independent capacity from Municipality

MH, its officers, employees, directors, agents and volunteers shall act independently of Municipality and not as officers, employees, agents or volunteers of Municipality.

X. Payment

1. In compliance with the terms and conditions of this agreement, the Municipality shall agree to pay the following to MH for the performance of its obligations and responsibilities:

The annual agreed payment shall be computed on the basis of \$1.45 per capita of the human population of the Town of Lisbon. For purposes of this computation, MH has relied on the population count as reported in the most recent official census – 9,009 residents. Accordingly, based on the Town of Lisbon's 2010 census, the Municipality shall pay MH a flat annual fee of \$13,063.05.

2. Services NOT covered by the above computation that would result in additional payments to MH may include, but are not necessarily limited to:

- A. An instance when any animal brought to MH by the Municipality appears to be infected with rabies. In such instances, the Municipality shall be responsible for any veterinary fees and for transporting laboratory specimens for testing.

- B. Instances in which, because of a pending legal action, an animal is boarded at MH at the request of the Municipality for a period in excess of eight days, the Municipality shall pay MH a boarding fee of \$20.00 per dog, \$10.00 per cat, \$5.00 per small animal and \$5.00 per bird for each day over the eight days. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8 a day, compensation for a rabbit is \$2 a day and compensation for a bird is \$1 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

- C. Animals that are legally impounded by the Municipality and boarded at MH. In these instances, MH shall be paid \$20.00 per dog per night, \$10.00 per cat per night, \$5.00 per small animal per night and \$5.00 per bird per night. These boarding fees include the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C where compensation for a dog or cat is \$5 a day, compensation for a female cat or dog with a litter that has not been weaned is \$8 a day, compensation for a rabbit is \$2 a

day and compensation for a bird is \$1 a day. The boarding fees collected by MH as listed above include the additional cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

- D. During the six-day waiting period as prescribed by Title 7 M.R.S.A. §3913 for dogs, the Municipality shall be responsible for the payment of all veterinary services furnished outside MH as described above in this agreement.
- E. During the waiting periods prescribed by Title 7 M.R.S.A. §3919 and 3919-A, for cats (with an ID), the 48-hour waiting period for unidentified cats and the 24-hour waiting period for feral cats, the Municipality shall be responsible for the payment of all veterinary services furnished outside of MH, as described above in this agreement.
- F. In the case of seizures due to cruelty and/or neglect, costs and fees for animal care are the Municipality's responsibility.
- G. MH has the capacity to provide veterinary support in cases of seizure due to cruelty and/or neglect, but these supports are only available for animals in its care. MH retains the right to place animals pending legal action into foster homes with established fosters, but will not provide medical care or assistance with case animals that the Municipality Representative chooses to manage and foster outside of MH.

XI. Agreement terms

It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of one year from the date hereof. However, it is fully agreed that this agreement may be terminated by either party upon 90 days written notice to the other party of an intention to terminate this agreement or enter into a new agreement.

It is mutually understood and agreed by the parties hereto that the Municipality will defend this agreement with all due and proper diligence should it be challenged by any action in law. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior or contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

In the performance of this agreement, the Municipality shall abide by all MH regulations as they presently exist and as they may hereafter be amended.

XII. Applicable law

The parties hereto agree that this agreement shall be construed and governed by the laws of the State of Maine and that, in the event of a conflict between the provisions of this agreement and

any State of Maine statute, the State of Maine law will control, with the exception that, in the event that any animal boarding rates contained herein are in excess of any State of Maine statutory rates, the rates contained herein will control. Boarding fees, as stated above, reflect the State of Maine's fees as listed in Title 7 M.R.S.A §3919-C in addition to the cost of staffing and observation borne by MH. MH reserves the right to refuse boarding of animals for any Municipality that intends to pay the fees listed in Title 7 M.R.S.A §3919-C alone.

MH agrees that all animal shelter management services performed for the Municipality shall be performed in full compliance with the applicable Federal and State of Maine laws, regulations and guidelines for such services.

It is understood and agreed by the Municipality and MH that, in the event the Municipality's animal control ordinances are revised in such a way as to cause a substantial increase in the level of services to be performed by MH under this agreement, then such revisions shall not be covered by this agreement and the parties shall enter into negotiations regarding amendments to this agreement to address such revisions.

In witness whereof, the parties signify their acceptance of this agreement by their execution below.

TOWN OF LISBON, MAINE

By: _____	Date: _____
Authorized Representative	
_____	Date: _____
Print Name and Title	
_____	Date: _____
Witness Signature	

MIDCOAST HUMANE

By: _____	Date: _____
Mary P. Sundeen, President	
_____	Date: _____
Witness Signature	

Moxie Sk - July 10

Moxie Car Show July 11

Fireworks July 3

Moxie Plaza - all

License Type:

Summer

Concerts in the Park

Movies in the Park

Cruise in nights

LISBON - GENERAL APPLICATION FOR MUNICIPAL LICENSE

- ☐ Adult Use Establishment \$250 (Requirements in Sec 10-406)
- ☐ Bottle Club \$200 (no alcohol sales on site/each bring own)
- ☐ Itinerant Vendor 6-Months \$150 12-Months \$200
- ☒ Itinerant Vendor Carnival/Festival/Mass Gathering Permit 1 Wk \$200 12-Mo \$400
- ☐ Liquor License Application \$100 (plus 1st time \$80 Advertising Fee)
- ☐ Games of Chance/Off Premise Catering Permits \$25
- ☐ Special Entertainment \$100 (Need Liquor License Application)
- ☐ Victualer Restaurant-Other \$100 or \$50 if Mobile Unit
- ☐ Other: _____

Name of Business: Town of Lisbon Business Phone: 207-353-3000

Location of Business: Lisbon

Business Email address: mstevens@lisbonme.org

Owner's Name: Mark Stevens

Home Phone: 207-712-3208 Cell Phone: same

Owner's Home Address: 37 Cotton

Residence(s) for last five years: _____

List Applicant / Partners / Corporate Officers:

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Has applicant's business license ever been revoked: NO If so, why? _____

Has any applicant / partner / corporate officer ever been convicted of a felony? NO

If so, describe specific circumstances _____

Does the establishment have a valid liquor license? NO If so, when does it expire? _____

Release authorizing Criminal History Records Information checks for each individual identified in application:

I, Mark Stevens (name), Director (title)
is authorized to sign on behalf of said business, and further declare that the forgoing information is accurate and true to the best of my knowledge and belief, and that the applicant does hereby acknowledge criminal records checks may be conducted.

Signature: Mark Stevens Date: 5/11/21

Business Name:

Town of Lisbon

INSPECTIONS REQUIRED AS CHECKED BELOW

- ☐ Code Enforcement Officer (Victualer / Spec Ent / Adult Use Est / Liquor / Bottle Club)
☐ Health Officer (Victualer / Itinerant Vendor w/food sales only / Bottle Club)
☒ Police Chief (Itinerant Vendor / Spec. Entertainment / Adult Use Est / Liquor)
☐ Fire Chief (Bottle Club / Adult Use Establishment)

Notice of Compliance: I, **Dennis Douglass, Code Enforcement Officer, Building Inspector** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises to be in compliance with applicable life safety codes. For Bottle Clubs only I certify premises to be in compliance with building, electrical, plumbing, and zoning ordinances, see written report of findings attached.

Signature: _____

Date: 5/13/21

Notice of Compliance: I, **Dennis Douglass, Health Officer** for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises meet all requirements under the Lisbon Code entitled Victualer and/or Itinerant Vendor and any applicable state regulations. Written report of findings attached for Bottle Clubs only.

Signature: _____

Date: 5/13/21

Code Enforcement and Health Officer Signatures must be obtained before filing application at the Clerk's Office. Permits requiring public records checks can take up to three weeks to process. Please allow extra time when filing. Temporary permits for Victualer's can be granted by the Clerk for up to 90 days upon receipt of notice of compliance.

The Councilors are the Municipal Licensing Board. Licenses requiring public hearings are first time Itinerant Vendors, Victualer and Liquor License applicants, then Special Entertainment Permits, Adult Use Establishments, Bottle Clubs, Junkyards, and Pawnbroker Permits shall be filed 15 days before the Council's Meeting. The Council meets on the first and third Tuesdays of the month. All inspections, application fees, and records check fees must be paid prior to the meeting. Meetings are held at the Town Hall at 7PM in the conference room.

Public Hearing Date Scheduled for June 22, 2021 Advertisement in Paper _____

CONTACTS:

353-3000 Ext 112... Town Clerk	287-2336 State Sales Tax Division
353-3007..... Town Office Fax	287-4190..... Bureau of Corporations
353-3000 Ext 111... Deputy Code Enforcement Officer	624-8745..... Bureau of Alcohol Beverages
353-2500..... Police Department	287-3841..... Agriculture Dept- Bakery Licenses
353-4385..... Health Officer AFTER 5PM	624-6550..... Marine Resources
287-5671..... Health Engineering Dept.	287-2338..... Dept of Labor (Seller's Certificates)

APPLICANT MUST HAVE COMPLETED TO HERE BEFORE FILING

For Office Use Only

Notice of Compliance: I, **Ryan McGee, Police Chief** for the Town of Lisbon hereby certify a records check has been completed, that I have reviewed this application, and vendor will not create safety problems for either traffic or pedestrians, and that information on file does not indicate the applicant is a person of bad moral character.

Signature: _____

Date: 5-13-2021

Notice of Compliance: I, **Nate LeClair, Fire Chief** for the Town of Lisbon hereby certify town ordinances concerning fire and safety have been complied satisfied. See written report of findings attached for Adult Use Establishment or Bottle Clubs only, when applicable.

Signature: _____

Date: 5/13/2021

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES

FROM: STEVE AIEVOLI

SUBJECT: SLUDGE DISPOSAL AGREEMENT RENEWAL

DATE: MAY 11, 2021

Diane,

This letter is to request approval for a new sludge disposal agreement with Casella Organics.

In December 2020 we received a letter from Casella Organics stating our agreement for sludge disposal will be terminated as of July 3, 2021. Casella sent all of their clients a similar letter stating they are terminating the agreement and will negotiate a new agreement with changes.

Over the past few months, we have worked with Casella Organics and the town attorney to review and negotiate a new agreement to ensure that we would be all set to move forward with it if approved.

There are three changes in the new agreement that stand out that I will list below:

1. The price per ton will increase from the current rate of \$105.19 per ton to \$116 per ton.
2. New language is being added to address odors. This language states the customer is responsible for providing residuals that are free from excessive odors and to provide notification of process changes or upsets in the operation that could affect the residuals.
3. The 2013 amendment allowed Lisbon to request up to 30 yards of compost delivered per year at no charge. This has been removed and I suspect it was due to the current issue of synthetic chemicals (PFAS/PFOS) being found in the sludge.

The current agreement we operate under is approaching 13 years old and has only seen one amendment in this time. This price increase is occurring with all of their clients and is due to the changes in regulations that have increased the cost of doing business the last few years. Casella Organics is no longer able to produce certain materials to sell that is land applied due to the synthetic chemical issue.

After discussion with Casella Organics I was assured that the sludge we generate during normal operations does not produce malodors that would be an issue. We will continue business as usual and work to implement an odor control system so it is in place if the need ever arises.

With the new regulations regarding synthetic chemicals I see no issue with the 30 yards of free compost being removed from the agreement.

It should be noted that there are no other options in Maine for us to consider for disposal of the sludge generated at the treatment plant.

Thank you,
Steve Aievoli



48 Liberty Drive, Suite A | Hermon, ME 04401
office: 207-862-7171 fax: 207-862-7179

December 23, 2020

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

Dear Diane:

We are notifying you that we are giving notice of termination for the Residuals Management Service Agreement, executed on 10/28/08 and as Amended on 7/3/13. The last date of service will 7/3/21.

We are prepared to extend the agreement for 3 years upon negotiation of a new agreement with language addressing odor and other operational constraints necessary to continue servicing the Town of Lisbon.

We remain committed to provide you with excellent service and a safe and cost effective biosolids recycling and disposal program. Please call with any questions. I may be reached at 207-862-7171 and George Belmont may be reached at 207-948- 3071.

Sincerely,

A handwritten signature in black ink that reads "John K. Leslie". The signature is fluid and cursive.

John K. Leslie
Division Manager – Maine

CC: George Belmont, HRCF Facility Manager
Steve Aievoli, Lisbon WWTF

RESIDUALS MANAGEMENT SERVICE AGREEMENT

DEFINITIONS

- Customer: Town of Lisbon
300 Lisbon Street
Lisbon, Maine 04250
- Contractor: New England Waste Services of ME, Inc., (d/b/a Casella Organics)
755 Banfield Road, Suite 201
Portsmouth, NH 03801
- Plant: The plant referred to in this Agreement is the Town of Lisbon Wastewater Treatment Facility located at 744 Lisbon Road, Lisbon, Maine.
- Facility(ies): The facility(ies) referred to in this Agreement are the Hawk Ridge Compost Facility owned by Contractor, the Juniper Ridge Landfill located in West Old Town Maine operated by the Contractor and other locations permitted to receive the Residuals.
- Residuals: The materials referenced in this Agreement are municipal biosolids generated at the Plant.

RECITALS

WHEREAS, Customer operates the Plant, and, as a residual by-product thereof, generates between approximately 750 and 800 wet tons per year of Residuals; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition of said Residuals on the terms and conditions set forth herein and known as the "Agreement".

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

1. SERVICE

- 1.1. General. Contractor will collect at the Plant and transport and dispose of or recycle Residuals at the Facility(ies), according to a schedule (the "Schedule").
- 1.2. The Schedule for removal of Residuals shall be prepared by the Contractor based on Customer's service needs as communicated to the Contractor. Customer will apply good faith efforts to accurately communicate to Contractor any change in Customer's service needs at least 48 hours in advance. Contractor will apply good faith efforts to meet Customer's service needs according to the Facilities' ability to accept per the Schedule. Any proposed changes to the Schedule will be made by the Customer directly to the Contractor, and not to Contractor's subcontract transporter (if any). Unless otherwise mutually agreed, service is provided during the regular business hours of 5AM-1PM Monday – Friday, exclusive of holidays.
- 1.3. The Containers. Contractor will utilize at its discretion 30 cubic yard capacity roll-off containers (collectively, "Containers"). Contractor will provide at least one Container available for loading at the Plant at all times.
- 1.4. Loading and Minimum Load. Customer will load Contractor's Containers evenly, to the level specified by Contractor. Customer will endeavor to fill all loads to a minimum amount of tons per load (the "Minimum Load"), as follows: 30-cubic yard roll-off containers – 15 wet tons. At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor's operating requirements or legal

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requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor.

- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable regulations.
- 1.6. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor shall provide itemized reports tracking the transportation and disposal of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies in a timely manner. Contractor shall at its own expense obtain prior to the Effective Date, and maintain during the Term of this Agreement, all permits and approvals as are required to fulfill its responsibilities pursuant to this Agreement. Contractor will provide, upon request, to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein.

2. PRICE & TERMS

2.1. Rates.

- 2.1.1. Base Rate. Customer will compensate Contractor at the rate of **\$116.00** per wet ton of Residuals removed.
- 2.1.2. Total Solids Surcharge. A surcharge shall apply for all tons received at the Facility which are lower in total solids content than **20%**, as reasonably determined by the Contractor after testing loads that appear to be less than 20% at the Facility. Contractor agrees to provide a copy of such test result to Customer upon request. The surcharge shall be at the rate of **\$3.00** per percentage point, and shall be calculated to the **1/10th** of a percentage point. The Total Solids Surcharge will be assessed monthly based on Contractor's test results and billed quarterly.
- 2.1.3. Demurrage. When Contractor transports Residuals, loading and departure times of greater than **forty (40)** minutes at Plant, when Contractor does not cause such delays, shall be billed to Customer at **one hundred twenty dollars (\$120.00) per hour**. In the event that Customer has no Container loaded and ready for removal according to the Schedule and cancels the pick-up upon Contractor's arrival at the Plant, a minimum **four (4) hour** demurrage charge will be applied.
- 2.1.4. Applicable Taxes. All Rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Customer is solely responsible for payment of all applicable taxes.

- 2.2. Minimum Load. A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.

- 2.3. Payment Terms & Credit Approval. Contractor's payment terms are Net thirty (30) days. Customer agrees to make payment of all undisputed amounts in each invoice at the office of Contractor specified on the invoice within thirty (30) days after the date of Customer's receipt of Contractor's invoice. In the event Contractor has not received payment of all undisputed amounts within thirty (30) days after receipt of the invoice, Customer will be responsible for paying a late fee on the unpaid balance that is not in dispute. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less.

- 2.4. Inflation Correction. Contractor may increase all Rates annually on the anniversary date of the Effective Date of this Agreement, at a rate equal to (and not to exceed) the annual percentage increase in the **Consumer Price Index, published by the United States Department of Labor for All Urban Consumers**,

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Series ID CUSR0000SEHG, water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted (<https://data.bls.gov/timeseries/CUSR0000SEHG>).

- 2.5. Fuel Adjustor. Contractor may assess a fee (the “Fuel Adjustor”) on a monthly basis to cover increases in Contractor’s costs caused by increases in the cost of diesel fuel over a floor price of **\$3.50** per gallon (the “Floor Price”) based on the listed average price for diesel fuel for the month of service, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the “Index”) or a successor index. Each month Contractor will assess a Fuel Adjustor whenever the average monthly Index fuel price listed for the month of service (the “Service Month Index Price”) exceeds the Floor Price. The Service Month Index Price can be located on the internet at the following web site: <http://www.eia.gov/petroleum/gasdiesel/> and is listed in the spreadsheet link titled “full history”.

The Fuel Adjustor will be made according to the following formula:

$$[(\text{Service Month Index Price/Floor Price}) \times 9\% \times (\text{Base Rate per ton})] - [9\% \times \text{Base Rate per ton}] = \text{Fuel Adjustor, per ton}$$

The following example is provided for clarification and reference purposes only:

Example:

Service Month Index	=	\$4.00
Floor Price	=	\$3.50
Base Rate per ton	=	\$116.00

$$[(\$4.00/\$3.50) \times 9\% \times \$116.00] - (9\% \times \$116.00) = \$1.49 \text{ per ton}$$

2.6. Extraordinary Rate Adjustments.

2.6.1. Allowable Adjustments. Contractor may make adjustments to cover increases in costs of Contractor’s provision of services (hereinafter “Rate Adjustments”) arising from any of the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor’s violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals or excessive odors, (ii) changes in Quantities as per Article 5 of this Agreement, (iii) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (iv) revocation, suspension, denial or modification of any permit, license or approval, or (v) change in price to Contractor of disposal at any third party site, and all such Rate Adjustments in this Article 2.6.1 are subject to Customer’s approval.

2.6.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice of any such Rate Adjustments described in Article 2.6.1., together with reasonable justification therefor. If Customer does not reject such Rate Adjustment in writing within seven (7) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment, and the new Rate will be effective as of that date (7 days after written notice by Contractor). If Customer rejects such Rate Adjustment, then either party shall have the right to terminate this Agreement upon thirty (30) days written notice from the date of rejection, provided that Customer shall not have the right to reject the Inflation or Fuel Correction described above in Article 2.4 and 2.5. Notwithstanding Contractor’s notice to so terminate this Agreement, Customer may extend this Agreement at the increased rate for up to six (6) months after Contractor’s notice of the increased rate; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving notice of Contractor’s intent to terminate, that Customer desires to so extend this Agreement. Customer’s notice shall state the period of the extension.

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2.7. Measurement & Reports. Contractor shall weigh all Residuals on a scale at the Contractor's Facility(ies), the Plant or other suitable location, which scale must be certified as accurate, at required intervals, by the applicable governmental agency/department regulating weights and measures, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor shall provide Customer with a scale report or shipping report monthly (within 10 days of the end of each month) via e-mail, regular mail or overnight delivery. The scale report includes a complete listing of the data on all the individual scale/shipping records. Prior to removing Containers or trailers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor will sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards. If a representative of the Customer is not available at the time of service, the Shipping Record signed solely by the Contractor will be used to verify the information about the load. If certified scales are temporarily not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of fifteen hundred seventy (1650) pounds per cubic yard of Residuals, unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent.

3. RESIDUALS QUALITY & QUALITY STANDARD

- 3.1. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement. Customer will provide Residuals that are not frozen and are free of any trash, hazardous waste or other debris. The Residuals in the form of Dewatered Biosolids will have no free liquid, be *free from excessive malodors*, have a minimum total solids concentration of greater than *thirteen percent (13%) and less than thirty percent (30%)*, and pass a paint filter test. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste in its sole discretion. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste. Customer shall provide Contractor with a Safety Data Sheet referencing the Residuals.
- 3.2. Odor Control. Customer is responsible for providing Residuals that are free from excessive malodors. Residuals that cause malodors during transport or at the Facility are Non-Conforming Waste per Section 3.1. Customer will ensure that malodors will be addressed during Service. Customer will install, operate, and maintain a system to introduce odor neutralizing compounds. It is incumbent on the Customer to ensure the proper function, of the system and effective treatment of all Residuals intended for removal by Contractor.
- 3.3. Timely Odor Notification. Customer is responsible for prompt notification to Contractor (within 24 hours), of observable changes or process upsets that appear to reduce the effectiveness of the odor neutralizing compounds, or the general quantity of odor observed in the Residuals
- 3.4. Changes in Quality. Customer will use reasonable efforts to notify Contractor in writing ninety (90) days in advance of any change in the treatment or manufacturing process at the Plant that could materially affect the quality of the Residuals. *Any material change in the composition of the Residuals to be generated may, in the sole discretion of Contractor, be considered a material change and, in the Contractor's sole discretion, may require new characterization, approval, and price.*

4. TITLE

- 4.1. Title to and legal responsibility for all Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor (or its subcontractors) does not provide transportation, title to and legal responsibility for all Residuals shall pass to the Contractor upon receipt at the Facility(ies). Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain

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with the Customer. The provisions of this Section shall survive the termination of this Agreement without regard for the reason for termination.

- 4.2. In the event that the Service provided by the Contractor as described herein contributes to the creation of attributes such as carbon offset credits, renewable energy credits, tax benefits and the like (hereinafter "Environmental Credits"), Contractor retains the rights and title to such Environmental Credits, and to the extent practical, Customer will provide substantiating documentation related to the Service.

5. QUANTITIES

- 5.1. Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will remove and manage pursuant to this Agreement, all of the Residuals generated at the Plant. Should the quantities vary by more than 10% above or below the quantity range specified in the Recitals, this may be considered a material change and, in the Contractor's sole discretion, may require a new price.

6. RESIDUALS ANALYSES

- 6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by applicable regulations for the uses contemplated in this Agreement, including those required by the Facility(ies) and Plant permits. Contractor and Customer will promptly provide to each other all laboratory analyses and information which it obtains about the Residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement.

7. TERM, TERMINATION

- 7.1. Term. This Agreement shall be effective on the latest date of execution hereof (the "Effective Date"). The Initial Term of this Agreement shall be three (3) years, commencing on July 1, 2021 (the "Service Start Date"), unless earlier terminated as provided in this Agreement. Thereafter, the term shall be extended for additional one (1) year terms upon mutual agreement. The Initial Term and such extended terms are collectively the "Term."
- 7.2. Termination. This Agreement may be terminated (i) as provided in Article 2.6.2; (ii) immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be materially untrue; (iii) for Breach, as provided for in the Standard Terms and Conditions attached as Exhibit A; (iv) at any time by both parties upon mutual written agreement.

8. INSURANCE

- 8.1. Contractor & Customer agree to furnish each other upon request with certificates attesting to the existence of Worker's Compensation insurance providing statutory benefits and comprehensive business automobile and general liability insurance including bodily injury, property damage, environmental impairment liability and contractual liability with policy limits of not less than \$1,000,000 combined single limit, each occurrence, or, with regard to Contractor's insurance, in such greater amounts as required by the Customer. Contractor shall require its subcontractors to maintain the same insurance.

9. NON-CIRCUMVENTION, CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

- 9.1. During the term of this Agreement, it may be necessary or desirable for the parties to exchange "Confidential" or propriety information as is required for each to perform its obligations hereunder, including but not limited to identification of Contractor's Facility(ies) used for service hereunder, Contractor's rates, the content of this Agreement, and Contractor's customer list. Each party agrees to use only for the intended purposes and to maintain in confidence any information designated herein or later in writing as "Confidential" by the other party during the term of this Agreement, and for a period of three years after termination of this Agreement. The standard of care for protecting such information, imposed on the party receiving such information, will be that degree of care the receiving party uses to prevent disclosure, publication or dissemination of its own confidential or proprietary information. However, obligations of confidentiality shall not apply to any information to the extent it is (a) in the public domain, (b) learned from a third party not in breach of any confidentiality obligation, (c) already known without restriction by

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the party receiving it at the time of disclosure, (d) required by court or regulatory order to be disclosed, or (e) disclosed as part of a public proceeding or meeting of the Customer's governing or legislative body relative to this Agreement, including for purposes of seeking approval of this Agreement. Notwithstanding anything to the contrary in this paragraph, Contractor acknowledges and agrees that Customer is subject to Maine's Freedom of Access law and that Customer will disclose any information in its custody or control if Customer determines that it is so required by law.

9.2. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility(ies) without any additional charge, compensation or consideration therefor.

9.3. The provisions of this Section 9 shall survive the termination of this Agreement without regard for the reason for termination.

10. STANDARD TERMS AND CONDITIONS

Casella Organics' Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
Casella Organics

Authorized Agent for Customer
Town of Lisbon

By: _____
(signature)

Name: Bob Cappadona

Title: Vice President

Date: _____

By: _____
(signature)

Name: _____

Title: _____

Date: _____

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EXHIBIT A: STANDARD TERMS AND CONDITIONS

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

New England Waste Services of ME, Inc.
Casella Organics
755 Banfield Road, Suite 201
Portsmouth, NH 03801

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

Town of Lisbon
300 Lisbon Street
Lisbon, Maine 04250

With a copy to

All notices are effective upon receipt or refusal of receipt.

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

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

Compliance with Law. The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity. This disclaimer in no event applies to any special, incidental, exemplary, punitive or consequential damages that are included in any third party claim for damages arising from a party's indemnification obligations as set forth in this Agreement. **Breach and Nonpayment.** Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to materially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing (a "Breach"). All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy will not be deemed an election of such remedy to the exclusion of other remedies.

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

Force Majeure.

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

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

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

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

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

In addition, Contractor represents and warrants to Customer that it shall perform the services under this Agreement in a good and workmanlike manner consistent with applicable best professional practices and standards in the industry for performing similar services and that in performing services under this Agreement it and its employees, subcontractors, and agents shall at all times possess in good standing all licenses required by applicable law to perform the services, and shall at all times comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including, but not limited to, the Occupational Health and Safety Act, social security and unemployment insurance laws, and worker's compensation laws. Contractor shall indemnify and hold the Customer harmless from all costs, expenses, and liabilities, including without limitation reasonable attorneys' fees and costs, resulting from Contractor's breach of this warranty.

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

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between the parties thereto are merged in this Agreement, which supersedes the Residuals Management Service Agreement entered into by the parties October 28, 2008 and all amendments therefore and which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

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

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

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

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

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

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Survival. The provisions of the Indemnification and Representations and Warranties of Authority Sections of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

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

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

Independent Contractor. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

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

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

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

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

Disputes.

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

Indemnification.

a. Contractor shall defend, indemnify, and hold harmless Customer, its shareholders, officers, directors, and employees from and against any and all losses, damages, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) to the extent arising out of or from Contractor's acts or omissions, including those relative to the handling, transporting, recycling or disposing of Residuals. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions resulted from Customer's provision to Contractor of Hazardous Waste or Non-Conforming Waste.

b. Customer shall defend indemnify, and hold harmless Contractor its shareholders, officers, directors, and employees from and against any and all losses, damages, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) to the extent arising out of or from any claim of tortious interference, restraint of trade, or any similar type of claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from, Customer's: (i) negligence or willful misconduct; or (ii) any Non-Conforming Waste provided by Customer to Contractor, except where Contractor or its subcontractor or agent was informed of the presence of the Non-Conforming Waste and did not refuse to remove the Container containing the Non-Conforming Waste.

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

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d. Notwithstanding the foregoing provisions, nothing in this Agreement shall be deemed to expand upon the limits of liability set by the Legislature under the Maine Tort Claims Act.

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RESIDUALS MANAGEMENT SERVICE AGREEMENT

DEFINITIONS

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

Contractor: New England Waste Services of ME, Inc., (d/b/a New England Organics)
135 Presumpscot Street #1
Portland, ME 04103

Plant: The plant referred to in this Agreement is: Town of Lisbon Wastewater Treatment Facility, 744 Lisbon Road, Lisbon, Maine.

Facility: The facility referred to in this Agreement is: Hawk Ridge Compost Facility, Unity Maine

Residuals: The materials referenced in this Agreement are: Biosolids

RECITALS

WHEREAS, Customer operates the Plant, and, as a residual by-product thereof, generates approximately 1000 wet tons per year of Residuals; and

WHEREAS, the parties desire for Contractor to provide a comprehensive service for the removal and disposition of said Residuals on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the undersigned parties hereby agree as follows:

1. SERVICE

- 1.1. General. Contractor will collect at the Plant and transport and recycle Residuals at the Facility, according to a schedule (the "Schedule").
- 1.2. Residuals Removal Schedule. The Schedule for removal of Residuals shall be prepared by Customer weekly and approved by the Contractor and mutually agreed at least one week in advance. Customer will apply good faith efforts to accurately prepare the Schedule. Contractor will use reasonable business efforts to modify Schedule to meet the dewatering schedules of the Plant upon 24 hours notice. Contractor will remove filled containers from the sludge bay at the Plant pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during regular business hours 7AM-3PM Monday - Friday, exclusive of holidays.
- 1.3. The Containers. Contractor will utilize at its discretion 30 cubic yard capacity roll-off containers, "Containers". Contractor will provide at least one Container available for loading at the Plant at all times.

- 1.4. Loading and Minimum Load. Customer will load Contractor's Containers evenly, to the level specified by Contractor. All loads will be filled to a minimum amount of tons per load (the "Minimum Load"), as follows: 30-cubic yard roll-off containers – 15.5 wet tons. At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor's operating requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor.
- 1.5. Utilization Options. Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable laws and regulations.
- 1.6. Regulatory Responsibilities and Approvals. As the manager of the Residuals, Contractor will provide itemized reports tracking the transportation and disposal of all Residuals, and other operations information regarding Contractor's services as may be required to enable Customer to prepare its regulatory reports and respond to inquiries from regulatory agencies. Contractor will use reasonable business efforts to obtain permits and approvals, as required to fulfill its responsibilities pursuant to this Agreement, and service under this Agreement is contingent upon receipt and maintenance of applicable permits and approvals. Once obtained, Contractor will use reasonable business efforts to maintain such permits and approvals. Contractor will provide to Customer copies of all permits relevant to the performance of their obligations hereunder. As the generator of the Residuals, Customer will provide Contractor with information about the production and/or waste treatment process generating the Residuals, the Residuals themselves, and the Customer's operations, and Customer will execute permit applications and other certifications, all as may be reasonably necessary for Contractor to manage the Residuals as contemplated herein.

2. PRICE & TERMS

2.1. Rates.

2.1.1. Base Rate. \$86.50/wet ton

2.1.2. Total Solids Surcharge. A surcharge shall apply for all tons received at the Facility which are lower in total solids content than 20%, as reasonably determined by the Contractor. The surcharge shall be at the rate of \$3.00 per percentage point, and shall be calculated to the 1/10th of a percentage point. The Total Solids Surcharge will be assessed monthly and billed quarterly.

2.1.3. Demurrage. When Contractor provides transportation, delays greater than forty (40) minutes in loading or departure at Customer's plant, exclusive of the time to drop, switch and load a container, when Contractor does not cause such delays, shall be billed at \$105.00 per hour.

2.2. Minimum Load. A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.

2.3. Payment Terms & Credit Approval. Contractor's payment terms are Net Twenty (20) days. Customer agrees to make payment at the office of Contractor

specified on the invoice within twenty (20) days after the date of Contractor's invoice. In the event Contractor has not received payment within twenty (20) days after the date of invoice, Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or 18% per year, whichever is less. This Agreement and payment terms are effective only after Contractor's approval of Customer's credit.

- 2.4. Inflation. Contractor will adjust all rates hereunder annually, on the anniversary date of this Agreement, at a rate equal to the most recent annual percentage increase in the Consumer Price Index (CPI-U), published by the United States Department of Labor for Boston, Brockton, Nashua.
- 2.5. Extraordinary Increases in Fuel Prices. When Contractor acts as Hauler, Contractor may adjust Base Rates on a monthly basis to cover increases in Contractor's costs caused by increases in the cost of Diesel Fuel as described herein. The Floor Price of diesel fuel shall be defined as the listed average price for diesel fuel for the month of June 2008, \$4.838, as set forth on the EIA Retail On Highway Diesel Prices index for New England PADD 1A (the "Index") or a successor index, which Index is attached hereto as Exhibit "A" and incorporated as a part hereof. Each month Contractor may adjust prices to Customer (hereinafter "Monthly Adjusted Rate") above the Base Rates in this Agreement whenever the average monthly Index fuel price listed immediately prior to Contractor's monthly billing ("Prior Month Index Price") exceeds the Floor Price. The Prior Month Index Price can be located on the internet at the following web site: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> and is listed in the Spreadsheet of Complete Diesel Historical Data.

The Adjustment will be made according to the following formula:

$$[(\text{Prior Month Index Price/Floor Price}) \times 21\% \times (\text{Base Rate per ton})] - [21\% \times \text{Base Rate per ton}] + [\text{Base Rate per ton}] = \text{Monthly Adjusted Rate}$$

The following example is provided for clarification and reference purposes only:

Example:

Prior Month Index = \$2.900

Floor Price = \$2.500

Base Rate per ton = \$50.00

$$[(\$2.900/\$2.500) \times 21\% \times \$50.00] - (21\% \times \$50.00) + \$50.00 = \$51.68$$

$$\$12.18 - \$10.50 + \$50 = \$51.68$$

2.6. Rate Adjustments.

- 2.6.1. Allowable Adjustments. Contractor may make the following adjustments (hereinafter "Rate Adjustments") to partially or fully cover increases in costs of Contractor's provision of services arising from any of

the following occurrences (to the extent not resulting from the negligence or willful misconduct of Contractor or Contractor's violation of any permit, law or regulation): (i) receipt of Residuals which do not meet the Quality Standard or any material change in the quality of Residuals, (ii) changes in any laws, ordinances, or regulatory requirements or guidelines or changes in interpretation or enforcement thereof, (iii) revocation, suspension, denial or modification of any permit, license or approval, or (iv) change in price to Contractor of disposal at any third party site, and all such Rate Adjustments in this Article 2.6.1 are subject to Customer's approval.

2.6.2. Procedure for Rate Adjustment. Contractor shall provide Customer with written notice of any such Rate Adjustments and the effective date thereof, together with reasonable justification therefor. If Customer does not reject such Rate Adjustment in writing within fourteen (14) days after Contractor first gives notice of such adjustment to Customer, Customer will be deemed to have approved such Rate Adjustment. If Customer rejects such rate adjustment, Contractor shall have the right to terminate this Agreement upon thirty (30) days written notice, provided that Customer shall not have the right to reject the Consumer Price Index or fuel adjustments described above. Notwithstanding Contractor's notice to so terminate this Agreement, Customer may extend this Agreement at the increased rate for up to six (6) months after Contractor's notice of the increased rate; provided, Customer notifies Contractor in writing no more than fifteen days (15) after receiving notice of the effective termination date, that Customer desires to so extend this Agreement. Customer's notice shall state the period of the extension.

2.7. Measurement. Contractor will weigh all Residuals on a certified scale at the Contractor's Facility, the Plant or other suitable location, and Contractor's weight slips obtained at such scales shall be the basis for measurement and billing for Residuals managed under this Agreement. Contractor will provide Customer with a scale report or shipping report with individual scale/shipping records monthly via e-mail, regular mail or overnight delivery. The scale report includes a complete listing of the data on all the individual scale/shipping records. Contractor will promptly report to the customer overweight or underweight loads delivered to the Facility, as per Article 1.4 of this Agreement. Prior to removing Containers or trailers loaded with Residuals from Customer's Plant, representatives of both Customer and Contractor must sign a Shipping Record prepared by the Contractor to verify information about the load contained therein, including the total volume of Residuals in cubic yards. If certified scales are not available, the signed Shipping Records will be the basis for measurement and billing for the Residuals managed under this Agreement. Contractor will use an assumed density of 1650 pounds per cubic yard of Residuals, unless density is reasonably documented by the Contractor or Customer to differ by more than five (5) percent.

3. RESIDUALS QUALITY & QUALITY STANDARD

- 3.1. Quality Standard. Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. The Residuals shall meet the requirements of applicable law, regulation and permits for the uses contemplated in this Agreement. Customer will provide Residuals that are not frozen and are free of any trash, hazardous waste or other debris. The Residuals will have no free liquid and a minimum total solids concentration of greater than *twenty percent (20%)*. Together, the above provisions of this Section 3.1 constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste. Customer shall use reasonable business efforts to generate and provide to Contractor Residuals that meet the Quality Standard. Contractor shall have the right of first refusal to transport, process, recycle and/or dispose of Non-Conforming Waste. Customer shall provide Contractor with a Material Safety Data Sheet referencing the Residuals.
- 3.2. Changes in Quality. Customer will use reasonable efforts to notify Contractor ninety (90) days in advance of any change in the treatment process at the Plants that could materially affect the quality of the Residuals.

4. TITLE

- 4.1. Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.
- 4.2. In the event that any of the practices or work performed by the Contractor further governmental and/or non-governmental environmental policy such that offsets, credits, tax effects and the like (hereinafter "Environmental Credits") are applicable to, or may result from, the Service described herein, Contractor retains the right and title to such Environmental Credits and to the extent practical, Customer will provide substantiating documentation related to the Service.

5. QUANTITIES

- 5.1. Customer is not obligated to provide a minimum quantity of Residuals to Contractor. However, Customer will provide to the Contractor, and Contractor will manage pursuant to this Agreement, all of the Residuals generated at the Plant. Should the quantities vary by more than 10% from the quantities specified in the Recitals, Customer and Contractor agree to negotiate a mutually agreeable adjustment to the price in Section 2.

6. RESIDUALS ANALYSES

- 6.1. Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated in this Agreement, including those required by the Facility and Plant permits. Contractor

and Customer will promptly provide to each other all laboratory analyses and information which they obtain about the Residuals and which is required for regulatory reporting or necessary to implement their mutual obligations pursuant to this Agreement.

7. TERM, TERMINATION & SURVIVAL

- 7.1. Term. The Initial Term of this Agreement shall be three (3) years from the latest date of execution hereof. Thereafter, the term shall be automatically extended for two (2) additional one (1) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail or certified or registered mail, return receipt requested, at least six (6) months prior to the expiration of the Initial Term or any subsequent renewal term.
- 7.2. Termination. Termination shall be permitted as provided in Article 2.6.2, and Contractor may terminate this Agreement in the event that Customer and Contractor are unable to reach mutual agreement as described in Article 5.1.
- 7.3. Survival. The provisions of Section (4) *Title*, Section (11) *Indemnification*, and Section (13) *Intellectual Property* of this Agreement shall survive the termination of this Agreement without regard for the reason for termination.

8. COMPLIANCE WITH LAW

- 8.1. Contractor and Customer agree to comply with all applicable laws and regulations during the performance of their responsibilities under this Agreement.

9. FORCE MAJEURE

- 9.1. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, community opposition, war, fire, acts of God, injunction, compliance with changes in any law, regulation or order of any governmental body or any instrumentality thereof, the revocation, suspension, denial or modification of any permit, license or approval regarding transportation, processing, treatment, composting, land-application, handling and/or disposal of Residuals ("Force Majeure"); provided, however, that any party asserting Force Majeure shall give prompt written notice thereof to the other party and shall act diligently to resume performance at the earliest practicable time.

10. INSURANCE

- 10.1. At all times during the term of this Agreement, Contractor shall maintain in full force and effect at its sole expense workers compensation insurance with coverage, limitations and amounts as provided by Maine law. In addition, Contractor shall maintain at all times during the term of this Agreement in full force and effect, and at its sole expense a general liability insurance coverage policy including coverage for bodily injury, property damage, contractual liability, with policy limits of not less than \$1,000,000.00 combined single limit, each occurrence. Such liability insurance shall list Customer (the Town of Lisbon) as an additional insured.

Evidence of such insurance obtained by Contractor shall be made available upon request by Customer.

11. INDEMNIFICATION

11.1. Contractor, by acceptance of the Residuals identified in this Agreement, agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless Customer, its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from Contractor's handling, transporting, recycling or disposing of Residuals, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of Contractor or Contractor's breach of the terms and conditions of this Agreement. This indemnity shall be inapplicable to the extent that the loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from Customer's provision to Contractor of Hazardous Waste or Non-Conforming Waste.

11.2. Customer hereby agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless Contractor its shareholders, officers, directors and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim of tortuous interference, restraint of trade or any similar type of claim or any claim for loss of, or damage to, property, including Contractor's property, and injuries to, or death of persons, including Contractor's employees, to the extent caused by, or resulting from, Customer's: (i) negligence or willful misconduct; or (ii) provision to Contractor of Non-Conforming Waste, or (iii) any other breach of the conditions of this Agreement.

12. BREACH & NONPAYMENT

12.1. Neither party may cancel or terminate this Agreement ("terminating party") as a result of the other party failing to substantially perform its obligations hereunder ("breaching party") unless such failure shall continue for more than thirty (30) days after the terminating party has notified the breaching party thereof in writing. If any payment required to be made by Customer hereunder is past due, Contractor, in addition to all other rights and remedies it may have, may suspend any or all services (including provision of equipment) until all past due amounts are paid. Customer will be responsible for all charges for the Contractor's reasonable expenses of collection of overdue amounts, including, but not limited to legal expenses.

13. INTELLECTUAL PROPERTY

13.1. Any and all inventions, improvements, techniques, methods, designs, processes, procedures and/or works of authorship developed, conceived, conceptualized, produced, described or made by Contractor or its employees, agents or subcontractors in connection with or related to the performance of Contractor's services under this Agreement (collectively, "Contractor's Intellectual Property"), whether or not patentable or copyrightable, shall at all times be and remain the sole

and exclusive property of Contractor, and Contractor shall have and retain all rights and privileges of ownership therein and thereto, including, without limitation, the rights to file patent or trademark applications or copyright registrations, to license, assign, sell, transfer or convey any or all of the Contractor's Intellectual Property or any right or interest therein to any other person, firm or entity, and to receive and retain any and all fees, proceeds or other consideration attributable to any such license, assignment, sale, transfer or conveyance, provided that, during the Term of this Agreement, Contractor shall license to Customer all of the Contractor's Intellectual Property on a non-exclusive basis for use at the Facility without any additional charge, compensation or consideration therefor.

14. ASSIGNMENT

- 14.1. This Agreement is assignable only with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that such consent shall not be unreasonably withheld, nor required in the event of (i) assignment by operation of law, (ii) assignment to an affiliate or subsidiary of Contractor, (iii) assignment or transfer in connection with the sale of a substantial portion of Contractor's and/or its affiliates' land application or residuals business or (iv) assignment by Customer solely for the purpose of financing the Plant.

15. NOTICES

- 15.1 Notices of conditions or situations affecting services hereunder shall be given verbally or in writing between designated operating personnel of Customer and Contractor. All other notices shall be given in writing to the parties at their respective addresses shown above, either by personal delivery or certified mail, return receipt requested. In the case of Contractor, it should be to the attention of the General Manager; in the case of the Customer, it should be to the attention of the Town Manager.

16. GOVERNING LAW

- 16.1. This Agreement shall be governed and construed by the laws of the State of Maine.

17. SEVERABILITY

- 17.1. If any of the provisions of this Agreement or any portion thereof, or the application thereof, to any particular person or circumstance, is held to be invalid by a Court of competent jurisdiction, or arbitrator, the remainder of this Agreement, including the remainder of any such provision, and the applications thereof, shall not be adversely affected thereby.

18. INDEPENDENT CONTRACTOR

- 18.1. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. The employees, procedures, equipment and facilities used by the Contractor shall at all times, be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate the Contractor, or any of

its employees, agents or subcontractors, as employees, agents, joint ventures or partners of Customer.

19. NONDISCRIMINATION

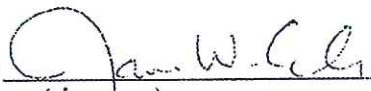
19.1 The Contractor, in the performance of its assigned tasks under the terms and conditions of this Agreement, shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex or handicap status. The Contractor, in performance of the tasks under the terms and conditions of this Agreement, shall not discriminate in its relationship with, hiring of, or other contact with subconsultants or suppliers because of race, color, creed, national origin, ancestry, age, sex or handicap status.

20. ENTIRE AGREEMENT

20.1. This Agreement constitutes the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by both parties.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
New England Organics

By: 
(signature)
Name: JAMES ECKER
Title: General Manager
Date: 10/28/08

Authorized Agent for Customer

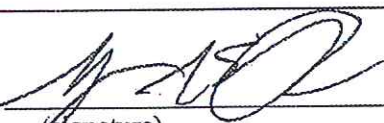
By: 
(signature)
Name: STEPHEN G. ELDRIDGE
Title: TOWN MANAGER
Date: 10/24/08

Exhibit A

The Prior Month Index Price can be located on the internet at:
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

ORIGINAL

**FIRST AMENDMENT
TO THE
RESIDUALS MANAGEMENT SERVICE AGREEMENT**

This First Amendment to the Residuals Management Service Agreement ("First Amendment") is made as of this 3 day of July, 2013 by and between New England Waste Services of ME, Inc., d/b/a Casella Organics, a Maine corporation ("Contractor") with an office at 135 Presumpscot Street, Unit 1, Portland, ME 04103, and the Town of Lisbon, Maine, a municipality formed under the laws of the State of Maine ("Customer") with an office at 300 Lisbon Street, Lisbon, Maine 04250.

RECITALS:

WHEREAS, Contractor and the Customer entered into a Residuals Management Service Agreement (the "Agreement"), dated October 28, 2008; and

WHEREAS, the parties hereto wish to further amend the Agreement to change the terms and conditions of service;

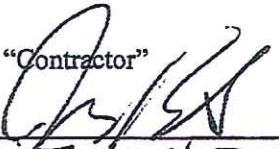
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and the Contractor hereby agree to be bound by the terms and conditions of the aforementioned Agreement and any Amendments thereto, and also agree as follows:

1. Price & Terms Article 2 of the Agreement is expanded to include the following:
 - 2.8 Compost Return. Contractor will provide, at Customer's request, thirty (30) cubic yards per year of Contractor's compost, at no charge to the Customer.
2. Term Article 7.1 of the Agreement is deleted in its entirety and replaced with the following:
 - 7.1 Term. The Term of this Agreement shall be two (2) years from the execution date of the First Amendment. Thereafter, the term shall be automatically extended for additional one (1) year terms, unless either party provides written notice of termination to the other party by personal delivery, express mail, or certified registered mail, return receipt requested, at least six (6) months prior to the expiration of the Initial Term or any subsequent renewal term.

The Agreement as amended by this First Amendment constitute the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral with regards to the subject matter hereof. No changes, alterations or modifications to the Agreement will be effective unless in writing and signed by both parties.

Executed as of the date first above written.

Casella Organics

By: 
Name: JONATHAN KIERZKORA
Title: VICE President

Town of Lisbon, Maine

By: 
Name: Steve Eldridge
Title: Town Manager



MEMORANDUM

TO: Diane Barnes, Town Manager
 FROM: Brett Richardson, Economic & Community Development Director (ECD)
 SUBJECT: Approval of CDBG Façade Grant Project for 2 & 4 Main Street
 DATE: May 18, 2021

In June 2020, the State of Maine's Office of Community Development (OCD) awarded the Town of Lisbon a \$100,000 grant to administer a business façade grant program. The purpose of Lisbon's façade grant program is to provide matching funds to local property and business owners to make visual improvement to the exterior of commercial buildings in Lisbon village areas and Route 196 Corridor.

Lisbon's Business Façade Program helps improve the overall visual character of the community to support revitalization and attract additional investment. The Lisbon Development Committee (LDC) serves as the CDBG Citizen Advisory Committee. In this capacity, the LDC reviews potential projects to ensure that each project fulfills the mission of the façade program and is consistent with CDBG guidelines.

On April 14, 2021, the LDC reviewed a project application for a total project cost of up to \$40,000 to repaint the facades of Frank's Restaurant at 2 Main Street and Legendary Status at 4 Main Street. Due to the relatively recent façade program support for painting 2 & 4 Main Street in 2017, the LDC conditionally approved the 2021 application. The LDC's condition of approval required the applicant to work with an industry expert to identify the reason for premature paint peeling from the 2017 project and identify a remedy in the current scope of work to ensure that the façade project yields durable benefits. The applicant has fulfilled that condition by obtaining a recommendation from a Sherman Williams representative to use an oil-based stain rather than water-based paint. Switching to oil-based stain is expected to achieve the desired durability and adequate return on investment for the applicant, Town, and State funder.

The project at 2 & 4 Main Street is consistent with the Business Façade Program mission and guidelines, and the State OCD has granted approval following relevant historic and environmental reviews.

In addition, the façade project at 2 & 4 Main Street, the owner of 14 Main Street has expressed a desire to adjust their scope of work to create the same visual improvements at a lower budget. The 14 Main Street project was approved by Council in fall 2020 and the proposed changes have been approved the State OCD.

With Council approval for 2 & 4 Main Street, \$55,500 of the original CDBG grant of \$100,000 will be committed for projects including 13 Main St., 14 Main St., 16 Main St., 58 Lisbon Street, leaving a balance of \$44,500 for future projects.

Therefore, we respectfully request that Council approve the business façade projects at 2 and 4 Main Street, allocate up to \$20,000 of Business Façade Program funding for 2 & 4 Main Street, and authorize Town staff to put 14 Main Street along with 2 & 4 Main Street out to bid as required by Town and OCD program guidelines.



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Chief of Police

To: Town Manager Barnes

From: Chief of Police Ryan McGee

Subject: 2021 Homeland Security Grant Request

Date: 05/05/2021

The police department has the opportunity to apply for Federal Funds through the 2021 Homeland Security Grant. This particular grant does not require any matching funds. The amount of money that the Lisbon Police Department could possibly receive is currently unknown.

The police department would be requesting to use the grant money to purchase five Motorola mobile radios for our cruisers. The Police Department has been slowly upgrading our mobile radios in the cruisers, since they are nearing the end of their lifespan. The current anticipated funding request will be approximately \$15,500 and would be enough funds to update the rest of the mobile radios in our fleet.

The police department is requesting permission to apply for, accept, and spend any money amount allotted through this grant process towards the above purchases.

Thank you,

Ryan McGee
Chief of Police

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: Graziano's Square
DATE: May 12, 2021

The Lisbon Parks and Recreation Department is in the process of getting formal bids for fencing and construction of the gazebo at Graziano's Square.

We expect the price for each to be more than \$10,000.00

In April, we were given the green light to get the Grazi Square sign up since the sidewalk work didn't interfere. We ordered the granite posts which take about 4 weeks to come in. Once they are done with the work on the sidewalk we would like to start quickly to finish the park.

Mark

Town Manager Monthly Departmental Project Agenda (June 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	<ul style="list-style-type: none"> • Construction Meetings • Munis • CDBG-Housing Grant • CDBG-Façade Grant • AVCOG Finance Committee, Executive Committee, & Policy Committee Meetings • Department Visitation • Job Descriptions • Upper Dam Removal • Budget Warrant • 2018 CDBG DR Grant • Collective Bargaining Agreements 	<p>Continue monthly construction meetings Webster Rd/St. Ann St./Upland Road/Crest Avenue/Davis St. Pump Station</p> <p>Continue working on the Munis Utility implementation.</p> <p>Will continue working on the grant with the Finance Director and Economic Development Director</p> <p>Will continue working on the grant with the Finance Director and Economic Development Director</p> <p>Attend monthly committee meeting with AVCOG. These meetings are via zoom due to COVID-19</p> <p>Will continue to conduct monthly off-site department visits</p> <p>Continue work with Department Heads to update job descriptions</p> <p>Finalize access agreement with DMR on the Upper Dam removal</p> <p>Finalize budget warrant and warrant articles</p> <p>Close out 2018 CDBG DR Grant</p> <p>Negotiate PW, Police & Sergeant contracts</p>



Town of Lisbon

Agenda Item 8 - C

Allen Ward, Chairman
Norm Albert, Vice
Chairman
Don Fellows
Jeff Ganong
Kasie Kolbe
Fern Larochelle
Mark Lunt

TO: Diane Barnes, Town Manager
FROM: Amy Wiers, Assessing Clerk
DATE: May 7, 2021
RE: Monthly Department Report

We continue through our busiest months in Assessing as we prepare for Commitment.

The past month, Kathy and I, have been verifying and taking pictures of new homes and additions. Kathy has been adding new homes, additions, sheds, decks, etc. into TRIO for upcoming Commitment, while I have been loading new and updated photos into TRIO. In April we processed 11 Homestead applications and 2 Veteran Exemptions. We have started processing Personal Property, BETE, and BETR applications. We also ran a TRIO conversion report for Megan to load into MUNIS.

For the next month we will continue to prepare for Commitment. This includes entering March deeds, verifying Homestead and Veteran applications were entered, all building permit updates verified and entered, and Personal Property/BETE/BETR applications are processed.

Code Enforcement

Dennis J. Douglass

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

Monthly Report for April 2021

Building permits issued - 18

- 3 New single family homes
- 6 Mobile homes
- 1 Commercial project
- 4 Garages
- 2 Remodel
- 2 Misc.

Electrical permits issued – 19

- 1 New home service
- 1 Commercial
- 4 Mobile homes
- 2 Garages
- 5 Service upgrades
- 1 Remodel
- 2 Misc.
- 3 Home generator

Plumbing permits issued - 13

- 2 New HHE200 septic
- 2 Internal plumbing remodel
- 8 Internal plumbing new homes
- 1 Mobile home hook-up

Miscellaneous permits - 5 - Demo Debris and roofing shingles

Planning Board:

Solar Farm Moratorium – Ordinance work

Public Hearing Case #21-02 – Subdivision Review Application - *Approved*

John and Linda Eckhardt

74 Running Brook Road, Lisbon ME 04250

Tax Map R5 Lot 43J

- Second amendment to lot 2B of Ricker Farm Subdivision

Public Hearing Case #21-03 – Subdivision Review Application - *Approved*

Denjan, LLC

Upland Road, Lisbon ME 04250

Tax Map R5 Lot 32B

- 4 lot parcel division

Public Hearing Case #21-04 – Conditional Use Application – Rear Lot - *Approved*

Estate of Francis J. Kacsma

17 Warren Circle/22&28 Ridge Road Lisbon Falls, ME 04252

Tax Map U9 Lots 20-B, 31, 52

- Modification of property boundary lines which creates one rear lot

Public Hearing Case #21-05 – Subdivision Review Application – 18 lot expansion - *Approved*

Grimmel's Mobile Home Park

72 Pinewoods Road

Tax Map R8 Lot 030

Public Hearing Case #21-06 – Conditional Use Application -5 Acre Rear Lot -
Approved

Tyler Bard

407 Main Street/Rte. 125

Tax Map R3 Lot 06

Town of Lisbon C.I.P – Annual requirement. Review the Capital Improvement Plan for compliance with the Comprehensive Plan. *Approved*

Appeals Board – No Cases to report

Health Officer -

- Victualer inspections – on-going

***** Goals/Projects - May/June** - Ordinance work, trash-litter-debris violations, massive amount of permitting.



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: May 18, 2021
RE: Monthly Department Report

WORUMBO COMMUNITY VISIONING & LISBON DEVELOPMENT COMMITTEE UPDATE

In collaboration with the Lisbon Development Committee, ECD has been busy over the last month working with the Town's consultant team to fine-tune conceptual renderings of redevelopment scenarios for the Worumbo riverfront. Acorn Engineering and Aceto Landscape Architects have prepared three scenarios representing a range of development densities at Worumbo. Each scenario protects river views, conserves community green space, and facilitates economic development and vitality in the Lisbon Falls village area.

- **Public Visioning Meeting at MTM Community Center on May 26th at 6pm.** Residents and business owners are invited to MTM hear presentations about the Worumbo redevelopment effort and share input on the future of the parcel.

SUMMER EVENT SERIES & BUSINESS MARKETING

Implementation of the *Moxie 2021 Plan* is underway. Lise Tancrede, who is developing an interactive business map, promotions based on work by Maine Downtown Center Fellow Nat Blackford, and a series of events to draw visitors to downtown. Wayfinding signage has been ordered for installation and the event calendar and advertising campaign are taking shape to attract foot traffic and energy to Main Street during the week and on weekends.

CDBG FAÇADE GRANT UPDATE

Three new façade projects at 13 Main Street, 16 Main Street, and 58 Lisbon Street have been put out to bid. Two additional projects at 2 & 4 Main Street and 14 Main Street are ready for Council approval and the bid process later this month. The total budget for these projects is \$55,500, leaving \$44,500 for additional projects in the year ahead.

EPA BROWNFIELD GRANT UPATE

The Town of Lisbon's Environmental Protection Agency Brownfields Grant funds environmental assessment of local properties to help facilitate redevelopment. A Brownfields Committee provides input and oversight. On May 3rd, the Brownfield Committee unanimously approved assessment funding for Farwell Mill Apartments to support efforts by Realty Resources Management to rehabilitate housing and an underutilized "carriage house" on the property at the corner of Village Street and Lisbon Street.

ENTREPRENEURSHIP INITIATIVE

Implementation of the Maine Community Foundation/Maine Downtown Center-sponsored entrepreneurship initiative is advancing with development of a business-led branding

association, *Moxie Commerce*, and development of a local entrepreneurship hub. *Moxie Commerce* is developing a website and organizational structure to enhance collaboration and marketing efforts among Lisbon businesses. *Main Street America's* Matt Wagner is conducting a feasibility analysis for the entrepreneurship hub, a building owner partner has been identified to host the hub, and a project team is being assembled to support development of the hub. Next steps include development of a financial pro forma for the hub, identifying the appropriate management structure, developing terms to formalize the building owner partnership, and conducting appropriate building inspections to develop an rehabilitation and improvement plan and budget.

GOALS FOR MONTH AHEAD

- Gather community feedback on Worumbo redevelopment scenarios on May 26 to complete community visioning process
- Wayfinding signage installed
- Public art benches for Worumbo riverfront installed
- Roll out advertising campaign for summer events and Moxie Plaza activities
- Promote village improvements with press release, including new parking, public WiFi at Worumbo riverfront, wayfinding signage, and promotional business map
- Complete bid process for 6 business façade projects totalling \$55,500 in grant funds and \$111,000 in total investment in visual improvements in village areas and Route 196 corridor
- Promote Lisbon business map and scavenger hunt/raffle promotions
- Continue implementation of the MCF-funded entrepreneurship initiative
- Continue business retention and expansion work by connecting local business owners with real estate leads, business development resources, and Town programs



FINANCE REPORT - EXPENSES

SUBJECT: Finance Department Council Report – data pulled May 13, 2021 for Period 11

Kayla Tierney, Finance Director

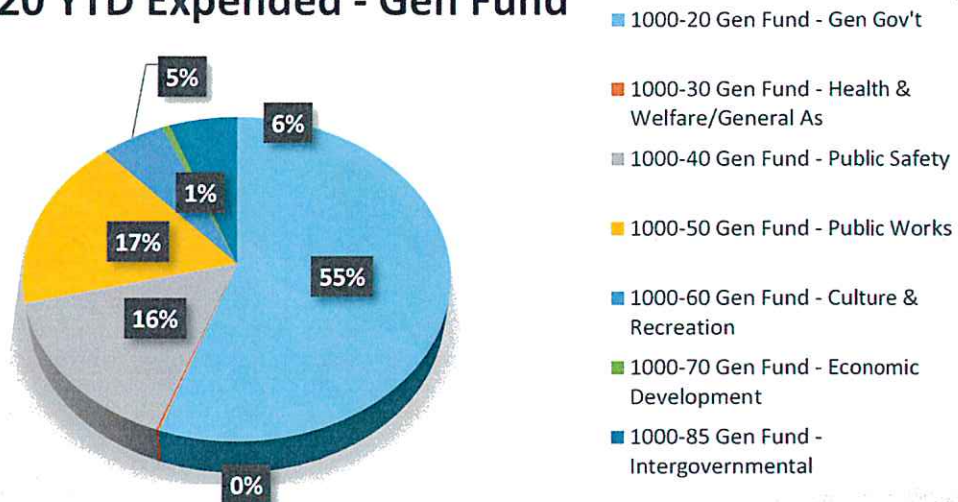
DATE: May 18, 2021

Expenses:

- Total General Fund Expenses YTD are: \$14,037,631.88; FY21 Budget for General Fund Expenses is \$16,831,006. There is \$46,218.88 encumbered which leaves a \$2,747,155.24 remaining budget. Approximately 83% of the general fund budget has been used YTD – as of May 13, 2021 (Period 11). At the end of period 11, I would expect 92% 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	7,773,679.28	9,276,081	84.00
1000-30 Gen Fund - Health & Welfare/General As	26,011.23	44,645	60.10
1000-40 Gen Fund - Public Safety	2,185,815.50	2,736,712	80.10
1000-50 Gen Fund - Public Works	2,427,970.85	2,905,191	84.50
1000-60 Gen Fund - Culture & Recreation	740,204.49	971,517	76.90
1000-70 Gen Fund - Economic Development	94,889.74	107,799	89.90
1000-85 Gen Fund - Intergovernmental	789,060.79	789,061	100.00
	14,037,631.88	16,831,006	

FY20 YTD Expended - Gen Fund



- When looking at the other Funds, \$3,106,016.56 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: \$419,865.61 and \$988,397.85, respectively for a total of \$1,408,263.46. There is \$13,664.03 encumbered in the sewer fund, leaving a total of \$190,751.51 in available budget; the remaining budget is sewer funds remaining as the debt service fund as fully met budgeted amounts and all bonds/leases for FY21 have been paid.

All Other Funds by Org	YTD Expended	FY21 Budget	FY21 %
ED Loan Fund	145,045.18	-	100.00
Special Revenue Fund	265,774.56	-	100.00
Dare Fund	455.25		
Moxie Fund	2,387.89		
Snowmobile Reserve	8,500.00	-	100.00
Debt Service	419,865.61	419,104.00	100.20
Capital Projects	1,275,590.22	-	100.00
Sewer Fund	988,397.85	1,193,575.00	84.00
	3,106,016.56	1,612,679	

- The Debt Service Fund is showing as 100.20% expended as of Period 11
 - All bonds and leases have been paid as of the date of this report.
 - The Sewer Fund is 84% expended through the middle of Period 11; I would expect 92% at the end of period 11, which is right on track.
- Looking at it on a department level within the General Fund:
 - County Tax is 100% expended compared to the budget for county taxes; this is paid early in the fiscal year (August time frame).
 - The General Fund as a whole is 83% expended, which is right on track for where I would expect us to be in the middle of Period 11. By the end of Period 11, I would expect 92% 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	18,205.67	89.50
Town Manager	209,823.36	86.80
Appeals Board	642.79	37.70
Planning Board	3,417.02	18.60
Legal	53,046.96	132.60
Clerk	138,500.41	76.00
Finance	191,204.47	87.90
Tax Collection	159,322.35	84.20
Assessor	98,388.07	86.80
Code Enforcement	100,439.72	84.90
Liability Insurance Program	109,650.04	101.80
Technology	191,712.78	86.70
School	6,298,812.55	83.30
Town Buildings	187,790.44	77.40
Abatements	12,722.65	100.00
Health Officer	5,902.47	87.40
General Assistance	20,108.76	55.20
Police	1,290,613.80	80.30
Fire	329,918.45	69.30
Emergency Management	200,835.62	99.90
ACO	83,292.44	82.70
Lisbon Communication Center	281,155.19	81.70
Public Works	2,427,970.85	84.50
Library	241,246.05	83.70
Parks & Rec	457,184.84	73.70
Other Public Services	41,773.60	76.10
Economic Development	94,889.74	89.90
County Tax	789,060.79	100.00
Sewer	988,397.85	84.00
TOTAL GENERAL FUND	14,037,631.88	
TOTAL SEWER FUND	988,397.85	

- Looking at each of the departments above (General Fund), the % Expended expectation for Period 11 should be between 92% at the max at the end of the period.
- 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. Of note, there is a Legal Reserve established from FY20 carryforwards in the amount of \$18,000.

- Abatements – 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 all four quarters on the contract as of April 15, 2021; therefore this department is at 99.9% expended.
- Liability Insurance Program – this department is 101.80% expended; similarly to legal, we have seen an increase as a result of Covid-19 during this fiscal year.
- The Public Works Line in total is 84.50% which is in line with expectations. If we were to break down Public Works further, it would be as follows:
 - Department of Public Works 83.3% expended YTD
 - Winter Operations 82.30% expended YTD
 - Solid Waste 77.20% expended YTD
 - Other Public Works 96.80% expended YTD
 - The big items in Other Public Works relate to Electricity and Hydrant Rental. Hydrant rental of \$461,500 is paid in full for the year; 100% of budgeted amounts.



FINANCE REPORT - REVENUE

SUBJECT: Finance Department Council Report – data pulled May 13, 2021 for Period 11

Kayla Tierney, Finance Director

DATE: May 18, 2021

Revenues:

- Revenues are over our projections to the budget as we near the end of period 11. May Revenue Sharing will come in towards the end of the month.
- Revenue Sharing for July through April 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
Mar-21	69,580.56	23,220.95	92,801.51
Apr-21	35,169.80	11,737.29	46,907.09
	\$ 807,500.52	\$ 268,050.78	\$ 1,075,551.30

- 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; we have collected \$275,551.30 over budgeted expectation.
- When looking at Revenue collected on an Organizational Level within the General Fund, we are doing well.

General Fund - by Org	YTD Revenue
1000-20 Gen Fund - Gen Gov't	3,102,084.09
1000-30 Gen Fund - Health & Welfare/General As	12,790.26
1000-40 Gen Fund - Public Safety	152,311.80
1000-50 Gen Fund - Public Works	163,342.15
1000-60 Gen Fund - Culture & Recreation	120,028.99
TOTAL REVENUE - GENERAL FUND	3,550,557.29

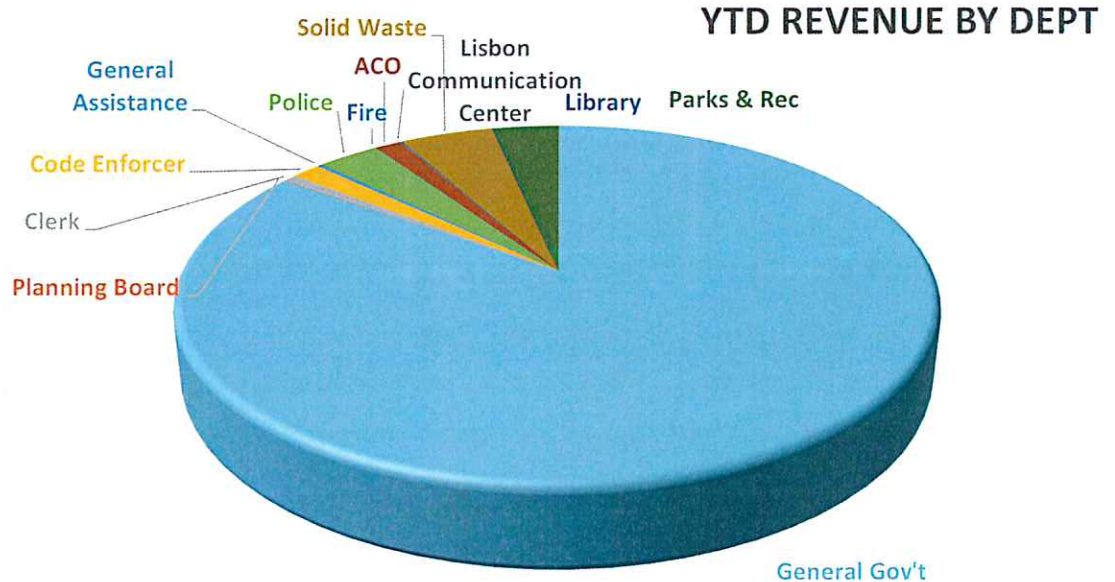
- Revenue collected on an Organizational Level for all other funds are as follows:

All other Funds - by Organization	YTD Revenue	FY21 Budget	FY21 % Co
ED Loan Fund	4,986.02	-	100.00
Special Revenue Fund	154,836.32	-	100.00
DARE Fund	47.97	-	100.00
Snowmobile Reserve	1,823.08	-	100.00
Sale of Town Owned Property	52,679.40	-	100.00
Debt Service	288,466.29	-	100.00
Capital Projects	3,406.24	-	100.00
Trust Funds	405.58	-	100.00
Sewer Fund	1,231,034.21	1,364,655.00	90.20
TOTAL ALL OTHER FUNDS	1,737,685.11		

- Total Revenues collected \$5,288,242.40 as of May 13, 2021.
- When looking at Revenues within the General Fund and the Sewer Fund – we can break it down by Department as follows:

Of the \$5,288,242.40 listed above as total revenue from July 1, 2020 through May 13, 2021 \$3,550,557.29 is within the General Fund and \$1,231,034.21 is within the Sewer Fund.

General Fund - by Dept	YTD Revenue
General Gov't	2,722,579.04
Planning Board	599.92
Clerk	21,510.30
Code Enforcer	47,414.60
General Assistance	9,185.77
Police	101,136.80
Fire	255.00
ACO	41,475.25
Lisbon Communication Center	6,000.00
Solid Waste	149,915.94
Library	2,086.87
Parks & Rec	105,792.90
Sewer Dept	910,312.43
TOTAL REVENUE - GENERAL FUND	3,207,952.39
TOTAL REVENUE - SEWER FUND	910,312.43
	4,118,264.82



- General Government is largely comprised of :
 - \$1,660,424.36 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 107.62% of that budget.

- There has been an influx in the purchase and registration of new vehicles in the current fiscal year.
 - State Revenue Sharing is also held within the General Fund Category. As noted above, \$1,075,551.30 has been received or 134.44% of the budget.
 - Now that we are in the spring/warmer months, we are seeing more residents come to the Town Office to register their boats. Of the \$5,000 budgeted boat excise tax, we have collected \$4,795.20 or 95.90% through period 11.
- Sewer Department largely comprised of:
 - \$1,060,936.14 YTD Domestic Sewer Revenue or 93.28% of budgeted amount.
 - \$92,679.63 YTD Septage Revenue or 80.80% of budgeted amount.
 - \$56,432.12 YTD Industrial Sewer Revenue or 77.44% of budgeted amount.
- Parks & Rec largely comprised of:
 - \$14,203.96 YTD Playground Summer Camp
 - \$38,292.53 YTD Before School
 - \$12,047.96 YTD Trekker Summer Camp
 - \$10,356.16 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 103.56% of the 10,000 budget for Beaver Park Fees as of May 13, 2021.
- Solid Waste largely comprised of:
 - \$79,612 YTD Transfer Station Stickers/Permits; this is 103.39% collected of the budget of \$77,000.
 - \$29,688 YTD Yard Items; this is 141.37% collected of the budget of \$21,000.
 - \$31,185.40 YTD Metal; this is 135.59% collected of the budget of \$23,000
 - \$8,536.15 YTD Cardboard; this is 85.36% collected of the budget of \$10,000.
 - \$7,640 YTD Universal Waste; 152.80% 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)
 - \$11,395 YTD Durham ACO Revenue; fully collected (budgeted \$11,395)



MEMORANDUM - FINANCE

SUBJECT: Finance Report – Other Items
TO: Diane Barnes, Town Manager
FROM: Kayla Tierney, Finance Director
DATE: May 13, 2021

Next Month Goals/Projects – June 2021

- We are quickly approaching the end of FY21. The Finance Director and the Finance Assistant will be compiling reconciliations and reports to be provided to the auditors as we prep for FY21. The FY21 audit has already been scheduled with RHR Smith. The Finance Department will begin working with the auditors in the middle of June 2021.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Lisbon Town Council
Department Monthly Report: April 2021

In the month of March:

The Fire Department responded to 38 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns) in the month April. The Department responded to 8 requests for the Fire Department First Responders. Out of those calls we were canceled by Lisbon Emergency twice. The Department responded to 3 requests to assist Lisbon Emergency this past month. 1 for manpower request, 1 lifting assistance request, and 1 request for a driver.



In the month of April we responded to 5 request for mutual aid. These were to the towns of Durham, Topsham (twice), Wales, and Pownal. All were requests to a scene. One call in Topsham and one call in Durham were due to these towns being unavailable due to other calls.

On April 23rd we responded to a reported structure fire on Potter Rd. Thankfully the home owners came home just in time to find the flames going up the side of the house and quickly called 911. The damage was limited to the exterior of the house and no one was hurt.

In April, members trained using the NFPA 1410 drills. These drills are timed events to get firefighters, pulling hose line, and pump operator working in conjunction.

As Spring goes into full swing we are starting to see an uptick in burning permits being issued and burning complaints. Reminder to everyone that permits are required for any outdoor open burning.



Upcoming Project Agenda

Training – Water rescue techniques and review
NFPA required annual hosing testing

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



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



Month of March incident type break down.

Incident Type	Occurrences
Fire, other	1
Building fire	3
Medical assist, assist EMS crew	4
EMS Call, excluding vehicle accident with injuries	6
Gasoline or other flammable liquid spill	1
Service Call, other	1
Assist police or other governmental agency	2
Public service	1
Unauthorized burning	4
Good intent call, other	2
Dispatched & canceled en route	6
Authorized controlled burning	1
System malfunction, other	1
Smoke detector activation due to malfunction	1
Alarm system sounded due to malfunction	2
Smoke detector activation, no fire – unintentional	1
Citizen complaint	1
Total:	38

Respectfully submitted

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

Nathan LeClair

Fire Chief



LISBON LIBRARY DEPARTMENT

TOWN COUNCIL /TOWN MANAGER MONTHLY REPORT

April 2021

Adult Books	851	Adult DVD's	151
Juvenile Books	972	Juvenile DVD's	72
Audio Books	34	Periodicals	87
ILL In	141	ILL Out	250
Cloud Library Users	44	Cloud Library E-books	69
Patron Count	854	Cloud Library Audio Bks	88
Patron Use Computers Sessions	157	New Patrons	12
Magazine Circulation	22	Paperback Rack	72
Patron Photocopy Serv.	32 (approx.)	Patron Fax Service	7 (approx.)
Child Craft Kits: Bee & Honeycomb	20 kits given out "in-house" 172 Facebook views & 42 video views	Lego Workshop (2 sessions in April 2021) Model bedroom & Microscale	304 Facebook views & 37 video views
Steam Lab/Science Craft stick Harmonica	179 Facebook views & 32 video views & 23 kits given out in-house	Telescope check-out	0
April 2021 Reading Challenge Program	22 patrons registered 310 hours of logged reading	Adult Author Feature: Rupi Kaur	133 views
"In the Kitchen": Vietnamese Recipes	198 views	<i>Crafting with Claudia: Recycled Butterfly Garland</i>	196 views
In House Adult Display:	NA	<i>Grab-n-Go" Adult Craft: Recycled Butterfly Garland</i>	20 kits given out to Lisbon Library Patrons & Residents
Display Case April: Lathe Turned Woodwork W. Meakin	286 views	Juvenile Audio Books	6

The Library Department was pleased welcome more patrons back to the library for services last month. Several mentioned that they felt comfortable with our safety policies and convenient hours or had recently returned to Lisbon from their winter homes in Florida. Residents and patrons appreciated the availability of patron use computers. Several patrons mentioned they used their half hour session to complete their taxes, sign up for their vaccination or just catch up on their social media needs.

Children's Librarian, Bill Meakin completed the assessment and "weeding" of the juvenile non-fiction collection last month. We will begin to research and purchase updated titles on subjects that include science, technology, animals and crafts. The children will enjoy the new books that will arrive just in time for the Summer Reading Program. Cyndi Medlen continues to re-catalog the rest of the juvenile non-fiction collection to ensure accurate records.

Our Adult/ILL Services Assistant, Claudia Lemieux is leaving her position at the end of May. She has been busy preparing for other staff members to take over her duties until a new staff member is hired. She has prepared a notebook with instructions on the Inter Library Loan and Overdue procedures. These services will not be affected by the transition in staffing. I will take on some of the daily tasks and Bill Meakin will assist with the rest of the duties. We wish Claudia well in her college studies and thank her for her 5 years of dedicated service to the patrons of the Lisbon Library. The position has been posted on the Town of Lisbon website and several other library related websites to ensure we reach as many interested applicants as we can. Megan Lavigne and I will begin the interview process the second week of May. I will keep the Town Council and Town Manager informed in this matter.

The Children's Garden is looking so much better since Parks/Rec staff did the first clean up two weeks ago. The tulips are in full bloom and patrons are enjoying their visit to the library and garden. We continue to move forward with our plans to install a gate at each entrance and take care of removing the failed water feature. We will make improvements accordingly. I will keep the Town Council and Town Manger informed in this matter.

JUNE 2021 LIBRARY DEPARTMENT PROJECTS: I will take on the Inter Library Loan Services and overdue process duties/tasks associated with the Adult Services position at the end of May. I will continue those duties until the interview; hiring and training process of a new staff member is completed. Ensure that both the Children's & Adult Summer Reading Programs are "ready to launch" on June 29, 2021.



Pictured above:

Children's Librarian William Meakin's Lathe Turned Woodwork was featured in the Display Case for the month of April.

Spring flowers are in full bloom in the Library's Children's Garden!

Crafting with Claudia's Recycled Butterfly Garland was a hit with adult patrons and featured recycled magazines for a fun Earth Day craft.

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: April 2021 Report
DATE: May 13, 2021

April has been a time of expanding our offerings. The Fitness Center returned to 24 hour access (with a limit of 6 persons per room) on April 1. We have received a lot of feedback about this being a great help to members of the community who are eager to return to their health routines post-pandemic.

At Beaver Park, the new parking lot project was a great start to the spring season. Additionally, we developed a QR Code to sell passes at the gate – scanning the code on their phones sends users to our catalogue where they can purchase a pass for immediate use. Park passes have sold very well this first month of the new season, including many non-resident passes.

We have had a busy month with staff as well. Brennan King was hired for Summer Parks position and Lise Tancrede for the Summer Events Coordinator.

Onboarding these new staff members has gone well and we are excited for their contributions to our department. Kate Madore's position became full-time in April as well, and we started taking applications for additional Summer Rec and Parks staff.

The seniors program re-opened for Friday breakfasts in April, which were a huge success, with sanitizing, social distancing, masking, and other safety measures in place. This has been a program most missed by both seniors and staff. We were hoping to begin some day trips again but have to negotiate repairs to our van first. Aline has come up with several ideas to join our seniors program with our rec program, hosting an old-fashioned ice-cream making event at After School, which was a great learning experience and a ton of fun. She is also



developing a possible quilting program for small groups of day camp kids this summer.

Summer Day Camp signups opened in April and we take new registrations daily. We started setting up for Summer Sports Camps. We have developed plans for Track and Field, Field Hockey, Little Styx Field Hockey, and 3-8 Football. K-6 Basketball Camp is also likely but we are still waiting on a few details to confirm.



After School Rec saw more sign-ups again in April, and we the kids enjoyed getting outside more often. We planned and coordinated with Midcoast Hunger Prevention Program to offer a free Farmer's Market to our families on the last Friday of April. Kids went shopping with their families at pick-up time and took home bags of fresh produce for the weekend. It was a huge success and we have plans to do another one the first week of June.

The community gardens were opened up and composted in April. This year LCG is excited to offer smaller barrel container gardens this year for individuals who don't want to commit to a full-size bed.

LISBON
Community garden

Come Garden!

- Volunteer in our beautiful gardens and get some soil and sun therapy!
- Rent your own raised bed for only \$30! Call the office for details - 353-2289

SOUTH STREET, LISBON FALLS



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Chief of Police

April 2021 Report to Council

Police Department

The Police Department was busy during the month of April. We started the month off doing a training for our local Girl Scout Troop 2080. This training went over safety for the troop, including issues such as distracted driving and the dangers of alcohol and drug use. The department invited the Maine Bureau of Highway Safety to attend the training, so we could utilize their “simulator vehicle” for a rollover demonstration for the girls to see. We also borrowed a golf cart from Androscoggin Sherriff’s Department, and we put together a simulated driving while impaired course for the troop, utilizing “impairment goggles” for the girls to wear while operating the golf cart through the course. Deputy Victor Barr from ASO, along with K9 Samson were invited to do a K9 demonstration for the troop. This safety training was great for the Girl Scouts, and we plan to host more training like this for the community throughout the year.

Also during the month of April, the entire police department attended a Human Trafficking and Sex Trafficking Training in Brunswick. Human trafficking is a real problem in Maine, and we have faced it on more than one occasion here in Lisbon. This training provided Lisbon Officers the tools needed to assist in these types of investigations.

Another large step in the right direction for the community is the new partnership between Tri-County Mental Health and the Lisbon Police Department. This past month we signed an MOU with Tri-County Mental Health to have a drug abuse counselor work directly with Lisbon Police Officers. This counselor will respond to overdose calls with Lisbon Officers and provide mental health and drug abuse counseling to Lisbon Residents that are struggling with drug addiction. This new program will provide counseling resources right at their doorstep. The goal of this program is clear, to get drug counseling resources directly to Lisbon Residents, and help better our community.

In the month of April, the police department handled 1,047 calls, which I had to double-check; this was exactly the same amount of complaints we handled in March. There were 10 motor vehicle crashes and 165 motor vehicle stops conducted during patrol shifts and directed traffic enforcement details. There were a total of 37 investigations initiated, and 12 individuals were arrested or charged with criminal violations.



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Ryan A. McGee
Chief of Police

SRO Bernard handled 51 calls for service at the Lisbon Schools. Additionally, SRO Bernard taught D.A.R.E. Classes, and presented at LHS for Mr. Giggey's Civics Class, where she covered arrest scenarios, Miranda and had legal discussions with the students. During the month of April, the crosswalk signal on Rt 196 was broken in front of the high school and Officer Bernard directed traffic during dismissal times for the LHS and Sugg students. SRO Bernard has also been keeping very busy at the Lisbon Community School directing traffic every morning for student drop off, ensuring that students can promptly and safely get to school.

Projection for the Month of May:

The police department handles many landlord/tenant issues, and there has been very little legal training on this from the police academy. We have contacted Pine Tree Legal, and Attorney Lynn Ward has offered to put a legal training on for the entire police department, at no cost. Attorney Ward will go over topics for the officers, to include: landlord legal rights and responsibilities, tenant legal rights and responsibilities, evictions, fair housing leases, tenants at will, and other legal issues commonly faced.

This training will allow officers to protect the rights and mediate issues between the landlords, as well as the tenants during the performance of their jobs.

Thank you,

Ryan McGee
Chief of Police

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR
SUBJECT: APRIL 2021, MONTHLY REPORT
DATE: MAY 11, 2021

Public Works – In the month of April, we investigated and actioned on resident and dispatch calls for potholes, trimming bushes, ditching and drainage issues as well as policing up trash and deceased animals. Inspected catch basins. Took down snow fence. Worked on Parking lot at Beaver Park. Worked on getting refurbished benches completed. Lifted the Posted Road signage. Conducted street sweeping operations. Worked on parking lot by Rusty Lantern, Booker St, and Worumbo Mill Site. Fixed broken pipe on Patron Terrace and the washout. Fixed sidewalk on School St. Took care of Blind Drive sign at 30 Maple for home owner. Cleaned Libby St. Finished shoulders on Franklin. Fixed lawn at 39 Andrea St so water can go down catch basin. Checked flag locations and flags for Memorial Day. Got all chainsaws prepped. 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 and preparing for summer. Continue to ensure all employees are briefed on mitigation/safety measures sent down from Management regarding COVID-19. Hired one part time employee for transfer station.

PW June Goals: Build parking areas on Booker, Union St and Rusty Lantern; Continue and complete street sweeping operations; Prepping Main St.

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

<u>Item</u>	<u>Tonnage</u>
Single Stream	6.51
Trash	230.3
Bulky Waste	27.5
Wood	27.37
Brush	20.02
Freon	40
Leaves	22.5
Tires	2.75
Cardboard	19.63
Mixed paper	17.79

SW June Goals: Continue to practice social distancing; Increase productivity for proficiency; Ensure employees understand and follow new fee schedule;

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER
FROM: STEVE AIEVOLI
SUBJECT: APRIL MONTHLY REPORT & THE PROJECT AGENDA FOR JUNE
DATE: MAY 11, 2021

1. Below is a summary of the activities beyond the typical sewer system and treatment plant maintenance completed during the month of April.
 - Installed a new mechanical seal in Pump #1 at the Pinewoods Road pump station
 - Spring Cleanup at the Treatment plant
 - Installed new tubing for the RAS chlorination system
 - Installed new floor in the laboratory
 - Work began on the Phase 2 Sewer Replacements in Lisbon on Webster, St. Ann and Upland
 - Alarm dialer issues at the Rt. 196, Brook St. and Moody Rd pump stations. Replacement dialers have been ordered for these three stations.
 - Begin annual sewer cleaning
2. June 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.
 - Continue the sewer replacements on St. Ann Street, Upland Rd. and Webster Road.
 - Complete the Crest Avenue sewer replacement project.
 - Begin construction on the Davis Street pump station rebuild.
 - Continue the chlorine contact tank enlargement project.
 - Work on the manholes in the roads that will paved this summer
 - Inspect the cross country sewer lines
 - Repair the pavement in front of the dewatering building

Please contact me if you have any questions.

**TOWN CLERK & ELECTIONS
MONTHLY DEPARTMENT REPORT
MAY 2021**

1. We completed the renewal process for Victualer's including processing applications, fees, inspections, *and are awaiting Council approval, and filing,*
2. We completed the renewal process for Mobile Home Parks including processing applications, fees, inspections, Council approval, and filing.
3. We transcribed Planning Board Minutes, Council's Regular Meeting Minutes and Workshop Meeting Minutes, filed them with attachments in the Council's Minute Binder, archived them with signed attachments on Clerkbases, and posted them online.
4. We issued vital records, marriage licenses, *and sent the monthly report and fees will be mailed to Augusta.*
5. We processed voter registration changes and additions in the Central Voter System and processed deletions for voters who moved. *Notices will be mailed when needed.*
6. We hired election workers, reserved the High School Gym, along with posting the School Budget Validation Referendum Election Warrant, Specimen Ballots, and Notice of Amounts for the June Election. Chief McGee signed all the returns. Warden Rick Roberts was hired to work at the June Election.
7. We are still licensing dogs. *We will continue to send letters to dog owners who have taken their dogs to get rabies shots, but had not registered their dogs with the town.*
8. The School Budget public hearing was held at Town Hall on May 4 and adopted as is by the Council. Interestingly though is that in 2019 approximately 30 attended. It is hard to tell how many attended through viewing online at Town Hall Streams this year, but no comments were emailed during the meeting and the Finance Committee recommendation was YES on the amount recommended by the School Committee.
9. The Annual Town Report was completed *and will be presented to the family this year on May 18.*
10. June School Ballots have arrived. The Deputy Clerk verified the amount of absentee ballots sent with what we ordered, organized them for distribution, set up the CVR system to track issuing/receiving absentees, and at this point the School's absentee ballots are available for voting at Town Hall. Residents can call to get their absentee mailed. *Voting machines will be tested when the memory sticks are received. ES&S is working on our programming.*
11. The Deputy Clerk and I are notifying board and committee members with expiring terms to reapply if interested in serving again. *A reappointment list will be prepared for Council's June 22 meeting. Ads looking for volunteers were emailed to the Sun Journal and posted online.*
12. We received codification updates. They will be disseminated to those with Code Books shortly. The latest update was just posted on line so your codebook of ordinances is up to date as of March 2021. I emailed fee changes to Municipal Code a few days ago, so those changes will be posted soon too.
13. We received the high-density roller shelving supports. *We should be installing these supports within a month or two.*

NOTE: Items in italics are projects we will be completing next on our agenda.