



**AGENDA**  
**COUNCIL MEETING**  
**MARCH 1, 2022**  
**LISBON TOWN OFFICE**  
**6:00 P.M.**

Mark Lunt 2022  
Donald Fellows 2022  
Jason Smith 2022  
Fern Larochelle, Chair 2023  
Harry Moore, Jr., Vice Chair 2024  
Raymond Robishaw 2024  
Clifford Miller 2024

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
  - \_\_\_ Councilor Lunt                      \_\_\_ Councilor Fellows                      \_\_\_ Councilor Larochelle                      \_\_\_ Councilor Smith
  - \_\_\_ Councilor Moore, Jr                      \_\_\_ Councilor Robishaw                      \_\_\_ Councilor MillerTown Clerk reading of meeting rules
3. EXECUTIVE SESSION
  - 2022-47 ORDER – Per 1 M.R.S.A. § 405 (6) (A) Personnel Matters
4. GOOD NEWS & RECOGNITION
5. PUBLIC HEARINGS
  - A. Supplemental Appropriation Ordinance
  - B. Liquor License & Special Amusement Permit for Railroad Restaurant and Pub
6. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
7. CONSENT AGENDA
  - 2022-49 ORDER –
    - A. Municipal Accounts Payable Warrants – \$ 135,459.88
    - B. Municipal Payroll Warrants – \$ 193,500.64
    - C. School Accounts Payable Warrants– \$ 88,571.16
    - D. School Payroll Warrants – \$ 361,310.23
    - E. Minutes of February 15, 2022
    - F. Liquor License for Flux Restaurant, LLC
    - G. Liquor License & Special Entertainment Permit for Railroad Restaurant & Pub
    - H. Revised School Budget Validation Referendum Election & Municipal Budget Timeline
    - I. Annual Temporary Road Postings
8. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
  - 2022-51 ORDER – Lisbon Community School /Replacement Boiler – School Capital Reserve Fund
  - 2022-52 ORDER – Transfer Station Bulky Waste Building Roof
  - 2022-53 ORDER – Summer Municipal Intern Grant
  - 2022-54 ORDER – Use of Worumbo Mill Site for Moxie Festival Events & Pow-Wow
  - 2022-55 ORDER – Coronavirus State and Local Fiscal Recovery Funds Stipend to Employees
  - 2022-56 ORDER – Supplemental Appropriations Ordinance – *Second Reading*
9. OTHER BUSINESS
  - A. Council Committee Reports:
    1. School Committee – Councilor Larochelle
    2. Planning Board – Councilor Fellows
    3. Lisbon Development Committee –Councilor Smith
    4. Conservation Commission – Councilor Moore
    5. Parks & Recreation Committee – Councilor Miller
    6. County Budget Committee–Councilors Moore/ Lunt
    7. Library Governing Board – Councilor Lunt
    8. Water Commission – Councilor Fellows
    9. Finance Committee – Councilor Robishaw
  - B. Town Manager’s Report
  - C. Sabattus River Dam Update by Casey Clark, Maine Department of Marine Resources
  - D. Town Council Goals
10. APPOINTMENTS
  - 2022-57 ORDER – Confirm Town Clerk Appointment effective April 1, 2022
11. COUNCIL COMMUNICATIONS
12. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
13. EXECUTIVE SESSION
14. ADJOURNMENT
  - 2022-58 ORDER – To Adjourn

## SUMMARY OF LISBON COUNCIL MEETING RULES

***This summary is provided for guidance only. The complete council working rules may be found on the town website [www.lisbonme.org](http://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

Ryan McGee  
Interim Town Manager

**Town Council**  
Don Fellows  
Cliff Miller  
Fern Larochelle, Chair  
Mark Lunt  
Ray Robishaw  
Harry Moore, Jr., Vice Chair  
Jason Smith

## MEMO

To: Town Council  
From: Ryan McGee, Interim Town Manager  
Subject: Recommendations  
Date: March 1, 2022

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### **Consent Agenda Items 2022 – A to I Annual Temporary Road Postings**

**I. Annual Temporary Road Postings:** The Public Works Director is requesting authorization to adopt the MDOT State Rules in Chapter 308 for local roads and authorization to post weight limits for the following roads in their entirety per the State of Maine Statute Title 29-A Section 2395 (see copy in Council packet). The duration will be from March 2, 2022 through May 1, 2022 for the following roads in Lisbon:

Bowdoinham Road	Gould Road	Mill Street
Burrough Road	Hudon Road	Moody Road
Edgecomb Road	Keay Road	Pinewoods Road
Ferry Road	King Road	River Road
Fisher Road	Littlefield Road	Summer Street

Wing Street and Webster Road are posted year round.

**Adopt the MDOT State Rules in Chapter 308 for local roads and authorize the Temporary Road Closures listed as presented.**

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### **Agenda Item 2022 – 51 Lisbon Community School Replacement Boiler – School Capital Reserve Fund**

The Facilities Manager reports the School's Capital Reserve Fund was created in 2011 to allow the School Committee to use existing money to pay for maintenance and minor remodeling. Since 2011, money from the undesignated balance and unanticipated revenues has been transferred into the Capital Reserve Fund. Using the Capital Reserve Fund has allowed the Lisbon School Committee to utilize existing money without having to increase the taxpayer's local share.

The Lisbon School committee voted 5-0 on February 15, 2022 to request authorization from Council to utilize an amount not to exceed \$198,680.00 to pay for the boiler replacement at the Lisbon Community School. A copy of the proposal from Siemen's outlining the work and costs have been included in the Council packet.

### **Recommendation**

**To authorize the School Committee permission to utilize an amount not to exceed \$198,680.00 from the School's Capital Reserve Fund to pay for the boiler replacement at the Lisbon Community School.**

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**Agenda Item 2022 – 52**  
**Transfer Station Bulky Waste Building Roof**

The Public Works Director reports Bid 2022-002 is to fix and modify the Transfer Station Bulky Waste Building Roof. The town would like the selected contractor to replace the existing roof in accordance with Kleinfelder's Building Report and Recommendations. The contractor was required to submit two (2) quotes for this bid, one for each recommended Modification. The full scope and report is in the Council packet and labeled Exhibit "A", along with the recommended modifications on pages 7 & 8 to reference. The roof is currently in moderate condition and is experiencing some wear and tear. The current configuration of the roof leads to snow and ice falling onto equipment, personnel, and the public. Each roof modification will address these issues.

The Public Works Director indicates bids were solicited from eight (8) different companies, and publicly opened. Only bid received was from Restorations Home Remodeling as follows:

COMPANY NAME	TYPE OF MODIFICATION	COSTS
Restorations Home Remodeling	Exhibit A / 4.1	\$48,745.00
	Exhibit A / 4.2	\$63,840.00

The Public Works Director recommends Council accept the bid from Restorations Home Remodeling, as they were the only bidder. Additionally, the modification recommended is Exhibit A, (4.1), which is the lowest quote per each modification submitted.

**Recommendation**

**To award the Transfer Station Bulky Waste Building Roof Bid to Restorations Home remodeling in an amount not to exceed \$48,745.00 for modification labeled Exhibit A / 4.1.**

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**Agenda Item 2022 – 53**  
**Summer Municipal Intern Grant**

As Police Chief I have an opportunity to apply for a grant through the Maine Municipal Association (MMA). This grant in my opinion would be a proactive approach to increasing the Lisbon Town Office workforce and could potentially develop a recruitment opportunity down the road for Lisbon. The Intern would be involved with clerical and filing work, and be available at Town Office departments to include Human Resources, Clerks Office as well as possibly the Codes Office. The Maine Municipal Association will award four (4) \$2000 grants to its "member municipalities" that commit to hiring a summer intern through the Margaret Chase Smith Policy Center Maine Government Summer Internship Program. I respectfully request Council allow me to apply for this grant opportunity.

**Recommendation**

**To grant permission to the Interim Town Manager/Police Chief to apply for the Summer Municipal Intern Grant through the Maine Municipal Association and if awarded, to hire a Summer Intern.**

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**Agenda Item 2022 – 54**  
**Use of Worumbo Mill Site for Moxie Festival - Pow Wow**

The Parks & Recreations Director is requesting permission to use the Worumbo Mill Site for this year's Moxie Festival events.

Last summer Mr. Stevens indicated he experimented with using this site for Moxie Cruise Nights that ran from Memorial Day to Labor Day with a tremendous amount of success. They would like to do that again this summer with Town Council permission. They have also been contacted by the folks that represented the Maine and New Hampshire "Pow Wow," a Native American experience. This is the first time the Pow Wow will do an event in seven or eight years. Lisbon was chosen to host their big festival kickoff return. The Moxie Committee reports the Worumbo Mill Site would be ideal for the Pow Wow's three-day stay over during the Moxie Festival in July. Parks & Recreation will have to assist them with water and electricity as well as bathroom facilities. With early direction from the Council, Mr. Stevens is confident they will be able to make this event come to fruition.

#### **Recommendation**

**To grant permission to the Interim Town Manager and Parks & Recreation Department to utilize the Worumbo Mill Site for this year's Moxie Festival Events and the Pow Wow as requested.**

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#### **Agenda Item 2022 – 57**

#### **Confirm Town Clerk Appointment effective April 1, 2022**

Interviews were held and a candidate has been chosen. I'm requesting the Council confirm my appointment of Lisa Ward as Town Clerk effective April 1, 2022. We will be hiring her to start as an employee in the Clerk's Office right away. The Town Clerk will appoint Lisa Ward as an Assistant Town Clerk and then spend some time training her until March 31, 2022 when Mrs. Lycette retires and the new Town Clerk, Lisa Ward, is sworn into office.

#### **Recommendation**

**To confirm the appointment of Lisa Ward as Town Clerk effective April 1, 2022 with the understanding that she will start as an Assistant Town Clerk in the Clerk's office until sworn in as Town Clerk on April 1, 2022.**

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**TOWN OF LISBON**  
300 Lisbon Street, Lisbon, ME 04250

*Twila D. Lycette, Town Clerk*  
*Lisa B. Smith, Deputy Town Clerk*

## ***PUBLIC HEARING***

*Supplemental Appropriations Ordinance  
& Renewal Special Entertainment Permit*

Pursuant to Lisbon's Charter, Section 6.05(a) and Section 2.08(a), notice is hereby given that the Lisbon Town Council intends to hold a Public Hearing on March 1, 2022, at 7:00 PM in the Town Office Public Meeting Room to hear comments on a proposed ordinance to appropriate \$100,000 from the Town's undesignated funds to fill vacant Town positions, including an Assistant Town Manager position, and to fund a search for a new Town Manager position and

Renewal Special Entertainment permit for:

The Railroad Restaurant & Pub  
695 Lisbon Street  
Lisbon Falls, Me 04252

*The public is invited to attend.*

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*Lisa B. Smith, Deputy Town Clerk*

Constable's  
Return of Posting  
State of Maine

Lisbon,

Androscoggin, ss.

Pursuant to the within notice, I have posted said notice at the Lisbon Post Office and the Town Office Building, these being in District 1, and the Lisbon Falls Post Office, this being in District 2, all being conspicuous and public places within the Town of Lisbon.

Date: 2/16/2022

  
\_\_\_\_\_  
Constable, Town of Lisbon

☒ Post on Website

☒ To Police Department to Post Offices/Town Hall Bulletin Board

☒ Ad required in Newspaper – runs on Feb 20<sup>th</sup> 7 days prior to Public Hearing

**Agenda Date: 03-01-2022**

Date	Brenda Martin	Municipal Accts Payable
2/17/2022	2152022	\$ 115,790.52
2/17/2022	2172022	\$ 13,642.61
2/24/2022	2232022	\$ 6,026.75
		<b>\$ 135,459.88</b>

Date	Rebecca Hayslip	Municipal Payroll Warrants
2/23/2022	220224	\$ 175,162.34
2/23/2022	2202W2	\$ 18,338.30
		<b>\$ 193,500.64</b>

Date	Louise Levesque	School Accts Payable
2/24/2022	2216	\$ 88,571.16

Date	Eva Huston	School Payroll Warrants
2/22/2022	1104	\$ 16,216.18
1/22/2022	1105	\$ 158.32
3/1/2022	1106	\$ 331,132.37
3/1/2022	1107	\$ 11,672.03
3/1/2022	47	\$ 2,131.33
		<b>\$ 361,310.23</b>



**TOWN COUNCIL  
MEETING MINUTES  
FEBRUARY 15, 2022  
LISBON TOWN HALL**

Mark Lunt 2022  
Donald Fellows 2022  
Jason Smith 2022  
Fern Larochelle 2023  
Harry Moore, Jr. 2024  
Raymond Robishaw 2024  
Clifford Miller 2024

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

**ROLL CALL.** Members present were Councilors Fellows, Lunt, Larochelle, Robishaw, Smith and Miller. Councilor Moore, Jr. was absent. Also present were Ryan McGee, Interim Town Manager/Police Chief; Kayla Tierney, Finance Director; Ray Soucy, Public Works & Solid Waste Assistant; Mark Stambach, Code Enforcement Officer; Brett Richardson, Economic and Community Development Director; Mark Stevens, Parks and Recreation Director and approximately two citizens in the audience.

**VOTE (2022-36A)** Councilor Fellows, seconded by Councilor Miller moved to excuse Councilor Moore's absence. **Order passed – Vote 6-0.**

**GOOD NEWS & RECOGNITION**

Councilor Fellows stated Lisbon resident Richard Main had passed away yesterday. Mr. Main was well known in Lisbon and had been a public servant most of his life as an Assessor for the City of Lewiston, along with serving on Lisbon's Assessment Review Board, School Facilities Committee, Zoning Board of Appeals, and most recently Chairperson for the Conservation Commission. He said he was always looking for ways to improve Lisbon's public spaces and was not shy about sharing his knowledge and expertise with staff members, Town Councilors, or the Town Manager. He said Mr. Main and his wife were deep in their faith and knew Mr. Main would be well received in the new world. The Council called for a moment of silence for Mr. Main.

**PUBLIC HEARINGS - NONE**

**AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS - NONE**

**CONSENT AGENDA**

**VOTE (2022-36B)** Councilor Fellows, seconded by Councilor Miller moved to approve the following:

- A. Municipal Accounts Payable Warrants - \$465,725.48
- B. Municipal Payroll Warrants - \$159,918.76
- C. School Accounts Payable Warrants - \$71,848.72
- D. School Payroll Warrants - \$729,165.45
- E. Minutes for February 1, 2022
- F. Set a public hearing on March 1 for Liquor License & Special Entertainment Permit for Railroad Restaurant and Pub
- G. Set Public Hearing on March 1 for CDBG Housing Grant Acceptance of Funds for Farwell Mill Apartments

**Order passed - Vote 6-0.**

**MEMORIAL DAY ROAD CLOSURES**

*Item taken out of order with no objections*

**INTRODUCTION:** Chief McGee requested Council approve the Road Closure for the Memorial Day Parade on Monday, May 30, 2022 starting at 9AM. He said the banner is to be displayed over Route 196 two weeks before the

parade. The parade route will start at the Lisbon High School, travel east on Route 196, turn left onto School Street, travel down School Street and turn left onto Addison Street, and end at the MTM Center Monument. The Police and Public Works Departments will provide traffic control and road closure procedures for this event.

**VOTE (2022-40)** Councilor Robishaw, seconded by Councilor Lunt moved to authorize the Road Closures for the Memorial Day Parade on Monday, May 30, 2022 as presented. **Order passed - Vote 6-0.**

## COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

### ELECTRIC VEHICLE CHARGING STATION FEES

**INTRODUCTION:** Mr. Richardson requested Council establish fees for the EV charging station users to recoup the Town's associated costs.

Mr. Richardson reported in January 2021, the Town of Lisbon partnered with Central Maine Power (CMP) and Revision Energy to fund the installation of electric vehicle (EV) chargers in the Municipal Parking Lot in Lisbon Falls. The charging stations are ready for service, including credit card point of sale software that enables the Town to charge users a fee for use. The Town's EV chargers deliver an average of 7 kWh of electricity per 60 minutes of use. The Town has the option to either charge by the kWh's consumed per user when they plug into the EV charging stations or by the duration of time during which a user is plugged into the EV station.

Mr. Richardson recommended the Council charge the clock hour to create an incentive for users to vacate the EV parking spots when they have finished charging their vehicle. The cost of electricity at the EV stations is established by CMP. The following formula is recommended to enable Town staff to account for CMP's periodic adjustments to their fee per kWh as follows:

$$\text{kWh used} \times \text{CMP rate/kWh} \times \text{Markup for Delivery Fee \& Management} = \text{Fee per Hour}$$

Mr. Richardson said at current CMP rates, the formula will result in an hourly fee for use of \$1.77:  $7\text{kWh/Hr} \times \$1.69/\text{kWh} \times 33\% \text{ markup} = \$1.77 \text{ per hour fee.}$

**COUNCILOR COMMENTS:** Councilor Fellows recommended the town charge by the KW hour system, which would charge customers as follows:

Adding the current CMP delivery charges (for small, non-residential services) (D), together with current standard offer supply charges (for residential and small commercial customers) (V), then applying a 25% mark up, then the total is added to 1/25<sup>th</sup> of municipal incurred fees (S).

**VOTE (2022-37)** Councilor Fellows, seconded by Councilor Lunt moved to set up an EV Charger Fee System using the following Kilowatt-Hour Formula:

$$(D+V) * 1.25 + S \text{ (but not less than \$1.00)} = \text{EV Rate per kWh with session charge}$$

*Note: This is the formula that the Finance Department would use to determine rates whenever there is a change.*

D = CMP Delivery Charges

V = CMP variable supply charges

25% Markup = Amount to cover potential maintenance costs.

S = Session Fee. Is the greater of \$1.00 or the combination of the Merchant Services Charge per month + Transaction Fee factor (25\*.09) + CMP flat delivery charge per month divided by the monthly average number of customers (25 is currently used and can be adjusted by Finance and the Transaction Fee Factor also considers the number of customers).

**Order passed - Vote 6-0.**

## FERRY ROAD RECONSTRUCTION REQUESTS FOR PROPOSALS

**INTRODUCTION:** Mr. Soucy requested permission for the Public Works Director and Interim Town Manager to send out an RFP for the Ferry Road Reconstruction project. The town had Olver Associates conduct a preliminary opinion for the work needed to reconstruct Ferry road. A detailed explanation and costs analysis from Olver Associate is as follows:

The work area would start at the end of the recently paved area near the intersection of Ferry and Marshall Road, and extend approximately 13,700 linear feet (LF) to the river bend area. The existing roadway width is about 24 feet, with gravel shoulders of various widths and conditions. Near the river there are two 36 inch corrugated metal pipe culverts with guard rail. In the same area, the culverts are visibly rusted, and the shoulder is eroded and encroaching on the paved surface. In specific areas like this, the guard rail would be replaced and the shoulder stabilized to reduce the potential for future erosion. Along the length of the work area, there are a variety of issues this project would address including reestablishment of ditches, improvement to drainage, and resurfacing of the roadway.

Mr. Soucy indicated Olver's preliminary opinion of cost suggests that the project budget should be \$2,765,000. See attached (Exhibit A) Preliminary Opinion for additional details. The Finance Director issued the request for funds in the amount of \$2,800,000 through the Maine Municipal Bond Bank in the form of a fifteen (15) year bond. He indicated Lisbon may not receive confirmation of approval or denial from the bond bank until March 16, 2022. He said while awaiting on confirmation for the bond, the Public Works Director recommended Council approve sending out an RFP and obtaining the bids back on or around mid-March. It will be noted that the town shall have the right to select the most qualified bidder based on the evaluation of criteria within the Request for Bid.

**COUNCILOR COMMENTS:** Councilor Larochelle said this item has already been approved by the Lisbon voters and the next step is to obtain funding and going out for bid. Mr. Soucy said the project would start in the Spring this year and should be finished in October of this year.

**VOTE (2022-38)** Councilor Fellows, seconded by Councilor Lunt moved to authorize the Public Works Director and Interim Town Manager permission to send out Requests for Proposals for the Ferry Road Reconstruction Project as soon as possible. **Order passed - Vote 6-0.**

## PAVING PROJECTS

**INTRODUCTION:** Mr. Soucy reported the Public Works Director would like authorization to send out an RFP for paving at the earliest possible date. The following streets and roads requested for paving are as follows:

STREET NAME	LINEAR FEET	WIDTH	MILES
Scottsdale Avenue	806	26	.152
Wing Street	2007	30	.380
Dumas Street	631	26	.119
Angel Street	452	24	.085
River Road	3129	20	.592
Serena Street	1030	26	.195
Bartholomew (From Irene to Serena)	357	26	.067
Farnsworth Street	273	19	.051
Caron Street	875	28	.165
Grandview Street	877	24	.166
Fortin Avenue	630	19	.119
St. Ann Street	1050	28	.198

Mr. Soucy indicated the successful bidders will meet all specified criteria for the Street Resurfacing Project based on the Town's budgetary principles and operational needs per the Paving RFP. He indicated the criteria to be used in reviewing bids for the awarding of the contract will include total price, ability to meet or exceed requirements as well as the completion date. It will be noted that the town shall have the right to select the most qualified bidder based on the evaluation of criteria within the Request for Bid.

**COUNCILOR COMMENTS:** Councilor Miller asked if the funds are already in the budget or coming out of another account. Councilor Larochelle said this will be in the upcoming budget, but bids get sent out early to get the best price and to lock in a contractor. He mentioned that if the bids come in higher than the funds available then the Public Works Director will determine what roads can be done within the budgeted amount.

**VOTE (2022-39)** Councilor Fellows, seconded by Councilor Smith moved to authorize the Public Works Director and Interim Town Manager permission to send out Requests for Proposals for the paving projects as presented. **Order passed - Vote 6-0.**

### FEE SCHEDULE AMENDMENTS

**INTRODUCTION:** Chief McGee recommended the research per hour fee under the Public Safety Administration section in the Fee Schedule be amended to reflect the current fee in the state statutes, which is now \$25 per hour starting after the second hour.

Mr. Stambach recommended Council adopt the fees presented in his modified fee schedule attached for new construction and additions, remodeling and alterations, foundations only, demolition, swimming pools, and change of use. In addition, he recommended adding penalties for starting work without permits, for additional inspections because scheduled work was not ready, not being able to access the building and not being notified, or having to return for additional inspections on items that were identified but not corrected. He said these changes will add clarity to the fee schedule for building projects and the department. These fees have been generally based on the amount of time it takes to review and approve plans, the number of inspections that are required by the codes officer, and the administrative work required for proper recording.

**COUNCILOR COMMENTS:** Councilor Larochelle asked if these fees included Electrical Inspections. Mr. Stambach said no, the electrical fees will be proposed at a later date.

**VOTE (2022-41)** Councilor Lunt, seconded by Councilor Miller moved to adopt the fee schedule amendments as follows:

### APPENDIX C – FEE SCHEDULE

PUBLIC SAFETY ADMINISTRATION	
Research	<b>\$15.00 per hour after 1<sup>st</sup> free hour</b> <b>\$25.00 per hour after 1st 2 hours free</b>

BUILDINGS AND CONSTRUCTION		
<u>Building permit fees:</u>		
<u>Minimum permit fee</u>		<u>25.00</u>
<u>One and Two Family Residential:</u>		
<u>New and Additions</u>		<u>.30/ sf</u>
<u>Renovation/Remodel</u>		<u>6.00/ 1000.00</u>
<u>Mobile Home</u>		<u>.25 /sf</u>
<u>Foundation Only</u>		<u>5.00/ 1000.00</u>
<u>Accessory Structures</u>		<u>.15/sf</u>
<u>Commercial and Multi-family:</u>		
<u>New and Additions</u>		<u>.40/sf</u>
<u>Renovation/Remodel</u>		<u>8.00/1000.00</u>
<u>Foundation Only</u>		<u>5.00/1000.00</u>
<u>Swimming Pool: In ground and above ground</u>		<u>.15/sf</u>
<u>Demolition fee (If DEP permit is required)</u>		<u>25.00</u>
<u>Change of use (no other work involved)</u>		<u>40.00</u>

	<u>Starting work without permit</u>	<u>2 times permit fee or 150.00</u> <u>Whichever is greater</u>
	<u>Re-inspection fee</u>	<u>50.00</u>
	Conditional use fees	150.00
	Appeals Board application	150.00

Order passed - Vote 6-0.

## SUPPLEMENTAL APPROPRIATIONS ORDINANCE

### *First Reading*

**INTRODUCTION:** Chief McGee said a supplemental appropriation ordinance is necessary to fund new and vacant Town positions, including an Assistant Town Manager position, and search for a new Town Manager.

**VOTE (2022-42)** Councilor Fellows, seconded by Councilor Robishaw moved to adopt the Supplemental Appropriations Ordinance as follows:

ORDERED: Be it hereby enacted and approved by the Lisbon Town Council that the following amounts be appropriated from the Town's undesignated fund balance to be expended for their intended purpose:

Administrative Assistant	
Assistant Town Manager Position	
<u>Town Manager Search</u>	
Total	\$100,000

**Roll Call Vote:** Yeas – Fellows, Larochelle, Lunt, Miller, Robishaw, and Smith. Nays - None. Order passed - Vote 6-0.

## OTHER BUSINESS

### A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Larochelle reported the School Committee held their first budget meeting last night.
2. Planning: Councilor Fellows reported the Planning Board accepted an application for a Site Plan Review at the Kitty Corner, discussed future Planning Services and the upcoming requirement for an MS4 Ordinance required for property over an acre in size, and passed an Ordinance Amendment to the Village Zone.
3. LDC: Councilor Smith said he had nothing to report.
4. Recreation: Councilor Miller said he had nothing to report.
5. County Budget: Councilor Lunt said he had nothing to report.
6. Library: Councilor Lunt said he had nothing to report.
7. Water Commission: Councilor Fellows reported the Commission met last week. He said the corrosion control has not started because the tanks have not come in yet, the PFAS testing continues to be done every three months and they are still negotiating for a T-Mobile generator. Councilor Larochelle mentioned having the Water Department come in quarterly or include a monthly report with the other Department Head Reports to give the Council updates. Councilor Fellows said he would bring it up at the next meeting in March.
8. Finance Committee: Councilor Robishaw said he had nothing to report.

### B. TOWN MANAGER'S REPORT

Chief McGee said he met with the Finance Director and all the Departments to go over their FY23 budgets with the focus of incorporating the wage study that's being completed. He said the town is waiting also for the Employee Pay Study from CMA (Career Management Associates), which has increased moral. He said Department Heads reported employees extend their gratitude to the Town Council for having the study done.

Chief McGee said Realty Resources Management will be meeting with the Council to talk about the upcoming \$1,000,000.00 dollar CDBG Grant, Farwell Mill projects, and Farwell Mill loan repayment to the Town of Lisbon. He said the past due loan consists of \$200,799.00.

Chief McGee stated things at the Town Office have been going very well and the employees have been doing a really good job handling different tax issues that come up this time of year. He also thanked several Councilors for their guidance assisting him with the duties of Interim Town Manager.

#### C. DEPARTMENT HEAD WRITTEN REPORTS – NO COMMENTS

#### D. ANDROSCOGGIN COUNTY BUDGET 2022

Councilor Lunt stated these meetings were and are open to the public. They are usually held in the fall around September or October on a weekly basis and are held at the Androscoggin County Building in Auburn.

### APPOINTMENTS

#### CONSERVATION COMMISSION APPOINTMENTS

**VOTE (2022-43)** Councilor Fellows, seconded by Councilor Robishaw moved to appoint Veronica Moffitt to a two year term ending June 30, 2024 and Gordon Curtis to a two year term ending June 30, 2024 on the Conservation Commission. **Order passed - Vote 6-0.**

### COUNCILOR COMMUNICATIONS

Councilor Miller stated that Lisbon Emergency will be holding a budget meeting through Zoom on Thursday at 6:00 p.m., which is open to the public. He said he would share the link.

#### AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS – NO COMMENTS

### EXECUTIVE SESSION

**VOTE (2022-44)** Councilor Fellows, seconded by Councilor Miller moved to go into Executive Session at 7:45 PM per 1 M.R.S.A. Section 405 (6) (A) Personnel Matters. **Order passed – Vote 6-0.**

The Council came out of executive session at 8:50 PM.

### ADJOURNMENT

**VOTE (2022-45)** Councilor Fellows, seconded by Councilor Miller moved to adjourn at 8:50 PM. **Order passed - Vote 6-0.**

Lisa B. Smith, Deputy Clerk  
Date Approved: March 1, 2022



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

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

NEW application: ☐ Yes ☒ No

PRESENT LICENSE EXPIRES 2/14/22

INDICATE TYPE OF PRIVILEGE: ☐ MALT ☐ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name:		Business Name (D/B/A): <u>Railroad Restaurant &amp; Pub</u>	
APPLICANT(S) --(Sole Proprietor) <u>Sandra R Harkins</u>		DOB: <u>1...</u>	
DOB:		Physical Location: <u>695 Lisbon St</u>	
Address <u>358 Newell Brook Rd</u>		City/Town State Zip Code <u>Lisbon Falls Me 04252</u>	
City/Town State Zip Code <u>Durham Me 04222</u>		Mailing Address <u>P.O. Box 177</u>	
City/Town State Zip Code <u>Lisbon Falls Me 04252</u>		City/Town State Zip Code <u>Lisbon Falls Me 04252</u>	
Telephone Number Fax Number <u>207-713-5059</u>		Business Telephone Number Fax Number <u>207-333-6069</u>	
Federal I.D. # <u>26 146 5127</u>		Seller Certificate #: or Sales Tax #: <u>1131 782</u>	
Email Address: Please Print		Website:	

If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: \_\_\_\_\_
- State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
- Is applicant a corporation, limited liability company or limited partnership? YES ☐ NO ☒  
If Yes, please complete the Corporate Information required for Business Entities who are licensees.
- Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No  
If yes, please list License Number, Name, and physical location of any other Maine Liquor Licenses.

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

License #	Name of Business	City / Town

# LISBON - SPECIAL ENTERTAINMENT APPLICATION

License Type:

4 \$100 Application Fee  
\$ 80 Advertisement Fee For First Time Liquor License Applicants Only

**\*\*\*NOTE: Must Attach State Liquor License Application**

Name of Business: Railroad Restaurant & Pub Business Phone: 353-6069  
Location of Business: 695 Lisbon Rd., Lisbon Falls, Me  
Business Mailing Address: P.O. Box 177 Lisbon Falls  
Owner: Sandra A. HARRIS  
Home Phone: 207-713-5059 Cell Phone: 207-713-5059  
Email Address: Sandra.harris.48@GMail  
Owner's Home Address: \_\_\_\_\_  
Residence(s) for last five years: 358 Newell Brook Rd, Pougham, Me

List Applicant / Partners / Corporate Officers:

Name: Sandra R. Horner Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Town/State: \_\_\_\_\_ Town/State: \_\_\_\_\_ Town/State: \_\_\_\_\_  
Birthdate: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Birth date: \_\_\_\_\_  
Has applicant's business license ever been revoked: \_\_\_\_\_? 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? \_\_\_\_\_ If so, when does it expire? \_\_\_\_\_

I, Sandra P. Hochis (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: Sandra P. Herlihy Date: 2/7/22

Business Name: Railroad Restaurant & Pub

INSPECTION REQUIRED BELOW

Notice of Compliance (By Council's Request): I, Mark Stambach, 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: [Signature]

Date: 3/1/22

NOTE: State Liquor License Application must be completed and attached to this Special Entertainment Application

APPLICANT MUST HAVE COMPLETED TO HERE BEFORE FILING

*For Office Use Only*

☒ Public Records Check Completed.

Notice of Compliance (By Council's Request): I, Ryan McGee, Police Chief hereby certify I have reviewed the application and public records check and recommend application for licensing.

Signature: [Signature]

Date: 2/18/2022

INFORMATION

The Councilors are the Municipal Licensing Board. All Special Entertainment application requires a public hearing each time. Public records checks can take up to three or more weeks to process. Complete applications contain the CEO and Police Chief 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.

**SUGGESTED CONTACTS:**

353-3000 Ext 112... Town Clerk  
353-3007..... Town Office Fax  
353-3000 Ext 111... Code Enforcement Officer  
353-2500..... Police Department  
353-3000 Ext 121... Health Officer  
287-5671..... State Health Inspection Dept.

624-9693 .....State 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

Revised March 12, 2018

Action	Legal Deadline or Timeframe & Notes	Recommended Date	Time
School Committee Meeting	School Prepares Draft School Budget & School CIP	Monday, February 28, 2022	6:00 PM
Council Special Meeting	<b>School Committee Presents School Budget &amp; School CIP to Council</b> Sec 6.03 ...These budgets shall state separately: (1) Proposed expenditures for current operations during the ensuing fiscal year detailed by offices, departments or agencies in terms of their respective work programs and the method of financing such expenditures; and (2) Proposed capital expenditures for the ensuing fiscal year detailed by offices, departments, or agencies, when practicable, and stating the proposed method of financing each such capital expenditure. Sec 86-5... a) The school department shall submit the school budget for consideration broken down into specific amounts for the following categories of costs for each department or agency within the school department: 1) Personnel Services, 2) Contractual, 3) Commodities, 4) Debt Services, 5) Capital Expenditures, & 6) Statutory cost collection data/costs to comply w/state or federal mandatory requests (itemized).	Tuesday, March 8, 2022	6:00 PM
Council Regular Meeting	<b>Town Manager Presents Municipal Budget</b> Sec. 6.02...On or before the third Tuesday of March each year, the Town Manager and the School Committee shall submit to the Town Council line item budgets for the ensuing fiscal year. The budget messages accompanying the budgets shall explain the respective budgets both in fiscal terms and in terms of programs. They shall outline the proposed financial policies for the Town and the School Department respectively for the ensuing fiscal year, describe the important features of the respective budgets, indicate any major changes from the current year with respect to financial policies, expenditures, and revenues, and the reasons for the same, summarize the debt position of the Town and School Department respectively, and include such other information as the Town Manager and the School Committee believe to be desirable. Sec 3.02...e) The Manager shall prepare and submit the annual budget, the annual capital program and annual financial and administrative reports to the Council ...	Tuesday, March 15, 2022	7:00 PM
Council Budget Workshop	<b>Elected Officials, Town Manager, Insurance, Legal, Technology, Assessing, Abatements, Finance, &amp; Tax, Debt Service Budgets, Capital Improvement Plan Presentation to Council &amp; Planning Bd</b> Sec. 6.08 Capital Program submission to Council before May 1 Sec 86-4...a) The appropriate town officials shall submit their municipal budget estimates for consideration...	Tuesday, March 22, 2022	6:00 PM
Council Budget Workshop	<b>Lisbon Emergency, Police, Fire, and EMA Budgets</b>	Tuesday, March 29, 2022	6:00 PM
Council Regular Meeting	<b>School Request to Set Election Date, School Budget &amp; School CIP Public Hearings, and approve Election Warrant.</b> Send Memo no later than Wednesday the week before meeting to Town Clerk requesting Council set Election for June 14, PH for May 10, then facilities needs to be reserved.	Tuesday, April 5, 2022	7:00 PM
Council Budget Workshop	<b>Public Works, Transfer Station, Street/Traffic Lights, Hydrant Rental &amp; Wastewater Treatment Plant Budgets</b>	Tuesday, April 12, 2022	6:00 PM
Planning Board Meeting - CIP Review	<b>Planning Bd Meeting to Review &amp; Make Recommendations to Council on CIP Budget</b> Sec. 6.08. - Capital Program... The Planning Board shall review the proposed capital program each year to determine, where appropriate, that the capital expenditure is consistent with the provisions of the Town Comprehensive Plan and forward its recommendation to the Town Council no later than the first day of June.	Thursday, April 14, 2022	7:00 PM
School Dept - Haley McCrater Sends Ad	School Department Sends School Budget Public Hearing Ad to Sun Journal Thursday to proof by Friday Deadline at 10 AM. First Ad Runs on April 17 per Sec 6.04 (a) 1 & 2 ...The Town Council shall publish [but the school sends ad in and pays for it] in one or more newspapers having general circulation in the Town a general summary of the budgets and a notice stating: 1. The times and places where copies of the budget messages and the budgets will be available to the public, and 2. The time and place (not less than two weeks after the first such publication) of a public hearing on the proposed budgets. Sec 6.08 d) 1... The Town Council shall publish in one or more newspapers having general circulation in the Town a general summary of the capital program and a notice stating: i)The times and places where copies of the capital program will be available to the public; and ii)The time and place, not less than two weeks after the first date of publication, for a public hearing on the capital program. <i>NOTE: Send request for second ad at the same time.</i>	Thursday, April 14, 2022	10:00 AM
First Publication of School Budget Ad	First Ad for School Budget & School CIP Budget Public Hearings appears in Sun Journal	Sunday, April 17, 2022	
Council Regular Meeting/Budget Workshop	<b>Codes, Town Buildings, Board of Appeals, Planning, Economic Development, Town Clerk, General Assistance, Misc. &amp; Community Service Budgets</b>	Tuesday, April 19, 2022	6:00 PM
Council Budget Workshop	<b>Parks &amp; Recreation, and Library Budgets</b>	Tuesday, April 26, 2022	6:00 PM
Second Publication of School Budget Ad	Town Charter, Sec. 6.04. (Council shall publish [but school sends ad and pays for ad] in one or more newspapers... a general summary of the budgets and a notice stating time and place of Public Hearing.) Must run at least 7 days before hearing.	Monday, May 2, 2022	
School Committee Meeting	School Committee Adopts School Budget & School CIP Budget	Monday, May 9, 2022	6:00 PM
Council Special Meeting	<b>Council Holds School Budget &amp; School CIP Budget Public Hearings</b> Sec 6.04 (a) 2. The time and place (not less than two weeks after the first such publication) of a public hearing on the proposed budgets.	Tuesday, May 10, 2022	7:00 PM
Finance Committee Meeting	Finance Committee discusses Municipal & School Budget plus Municipal & School CIP recommendation to present to Council May 17.	Monday, May 16, 2022	6:00 PM

Action	Legal Deadline or Timeframe & Notes	Recommended Date	Time
Council Regular Meeting (that qualifies as Budget Meeting).	Council Adopt School Budget & School CIP Budget at Budget Meeting and Absentee Ballots are available the next day. <b>Council Sets Municipal Budget &amp; Municipal CIP Budget Public Hearing for June 21, 2022</b> Sec. 6.08...2)The Council by resolution shall annually adopt the capital program ...after the public hearing and on or before the first day of July.	Tuesday, May 17, 2022	7:00 PM
Town Clerk posts Warrant, Cost Center & Sample Ballot	Warrant typically posted day after budget meeting. Warrant shall be posted 7 days prior to Election Day. <i>20-A MRSA §1486(3)</i>	Wednesday, May 18, 2022	
Town Clerk Sends Sun Journal Ad	Town Clerk Sends Draft Ad for Municipal & CIP Budget Public Hearing on Thurs so there is time to proof by deadline (Deadline for Sun Journal Ad is Friday at 10 AM) Per Sec 6.04 (a) 1 & 2 ...The Town Council shall publish in one or more newspapers having general circulation in the Town a general summary of the budgets and a notice stating: 1. The times and places where copies of the budget messages and the budgets will be available to the public, and 2. The time and place (not less than two weeks after the first such publication) of a public hearing on the proposed budgets. Sec 6.08 d) 1... The Town Council shall publish in one or more newspapers having general circulation in the Town a general summary of the capital program and a notice stating: i)The times and places where copies of the capital program will be available to the public; and ii)The time and place, not less than two weeks after the first date of publication, for a public hearing on the capital program. Sun Journal Deadline by 10AM Friday, May 27. <i>NOTE: Send request for second ad at the same time.</i>	Thursday, May 26, 2022	10:00 AM
1st Public Hearing Ad Runs	First Ad appears in Sun Journal	Sunday, May 29, 2022	
2nd Public Hearing Ad Runs	Second Ad appears in Sun Journal	Monday, June 13, 2022	
Election Day - School Budget Validation Referendum	Must be held on or before 30 <sup>th</sup> day following budget meeting per law. <i>20-A MRSA §1486(2)</i> "Notice of Amounts Adopted at Budget Meeting" is a necessary posting to occur at the polling place(s). Budget Meeting takes place no earlier than 30 days prior to Election Day nor later than 15 days prior to Election Day.	Tuesday, June 14, 2022	7AM-8PM
Council Regular Meeting/Budget Workshop	Council Holds Municipal Budget & Municipal CIP Budget Public Hearings Council Adopts Municipal Budget and Municipal CIP Budget Sec 6.04 (b) Budget Deliberations. The Town Council shall review the proposed budgets at budget sessions which may be informal but which shall be open to the public. The Council shall complete its review of the budgets no later than the last Tuesday in June. Sec 6.04 ... (d) Adoption. Town Budget. The final vote on the Town Budget shall be taken on or before the last Tuesday of June. If Council fails to adopt a Budget for the Town by the last Tuesday in June, the Budget as presented by the Town Manager shall become the Budget to be implemented on a month to month basis until such time as a final Budget is approved.	Tuesday, June 21, 2022	6:00 PM

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## MEMORANDUM FROM THE INTERIM PUBLIC WORKS DIRECTOR

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**TO:** RYAN MAGEE, ACTING TOWN MANAGER  
**FROM:** RANDY CYR  
**SUBJECT:** ROAD POSTINGS  
**DATE:** FEBRUARY 22, 2022

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We are requesting authorization to post weight limits for the following roads in their entirety per the State of Maine Statute Title 29-A Section 2395. The duration will be from March 2nd, 2022 through May 1<sup>st</sup>, 2022. Roads will be posted only within the limits of the Town of Lisbon. A copy of the State of Maine Statute is attached.

Bowdoinham Road  
Burrough Road  
Edgecomb Road  
Ferry Road  
Fisher Road  
Gould Road  
Hudon Road  
Keay Road  
King Road  
Littlefield Road  
Mill Street  
Moody Road  
Pinewoods Road  
River Road  
Summer Street  
Wing Street and Webster Road are posted year round.

Please contact me if you have any questions.

**Title 29-A: MOTOR VEHICLES AND TRAFFIC**  
**Chapter 21: WEIGHT, DIMENSION AND PROTECTION OF WAYS**  
Subchapter 3: PROTECTION OF WAYS

## **§2395. Ways requiring special protection**

**1. Right of the Department of Transportation.** The Department of Transportation may restrict the weight or passage of any vehicle over any way when, in its judgment, such passage would be unsafe or likely to cause excessive damage to the way or bridge. Nothing in this Title may be construed to restrict or abridge this right.

[ RR 1995, c. 1, §26 (COR) .]

**2. Rules.** The Department of Transportation may adopt rules to ensure proper use and prevent abuse of the public ways under the department's jurisdiction whenever those ways require special protection. Rules adopted pursuant to this section are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

[ 2013, c. 55, §1 (AMD) .]

**3. Designation by the Department of Transportation.** The Department of Transportation may designate state and state aid highways and bridges over which restrictions on gross weight, speed, operation and equipment apply during periods of the year determined by the Department. It is unlawful for any vehicle to travel over public ways with a gross registered weight exceeding that prescribed by the Department and traveling with a load other than tools or equipment necessary for operation of the vehicle.

[ 1993, c. 683, Pt. A, §2 (NEW); 1993, c. 683, Pt. B, §5 (AFF) .]

**4. Designation by counties and municipalities.** County commissioners and municipal officers may designate public ways other than those in subsection 3 and impose restrictions within their respective jurisdictions similar to those made by the Department of Transportation under subsection 3. Any vehicle delivering home heating fuel or organic animal bedding material and operating in accordance with a permit issued by the Department of Transportation pursuant to this section may travel over any county or town way without a specific municipal or county permit. A municipality may impose additional restrictions for a vehicle delivering home heating fuel or organic animal bedding material to operate on public ways within that municipality but may not require a permit to operate according to those restrictions.

[ 2017, c. 25, §1 (AMD) .]

**4-A. Municipal permit not required during declared drought emergency.** Notwithstanding subsection 4, during a period of drought emergency declared by the Governor pursuant to Title 37-B, section 742, a person operating a vehicle that is transporting well-drilling equipment for the purpose of drilling a replacement water well or for improving an existing water well on property where that well is no longer supplying sufficient water for residents or agricultural purposes may travel over a county or municipal way without a specific county or municipal permit, as long as the following conditions are met:

A. The operator of the vehicle is operating in accordance with a permit issued by the Department of Transportation when a department permit is required for a road or way necessary to reach the county or municipal way on which the property to be drilled is situated; [2001, c. 540, §1 (NEW).]

B. The municipal or county manager or, in the absence of a municipal or county manager, a municipal or county officer or road commissioner is notified in advance; and [2001, c. 540, §1 (NEW).]

C. The operator of the vehicle is traveling on a road that is posted by a county or municipality in accordance with any additional restrictions the municipality or county may impose, excepting any requirement for a specific county or municipal permit. [2001, c. 540, §1 (NEW).]

[ 2001, c. 540, §1 (NEW) .]

**5. Notice.** A notice specifying the designated sections of a public way, the periods of closing and prescribed restrictions or exclusions must be conspicuously posted at each end of the public way requiring special protection in accordance with this section.

[ 1993, c. 683, Pt. A, §2 (NEW); 1993, c. 683, Pt. B, §5 (AFF) .]

**6. Enforcement.** Municipal officers within their respective municipalities have the same power as the State Police in the enforcement of this section and of all rules of the Department of Transportation, the county commissioners and the municipal officers that pertain to this section. The municipal officers, in such cases, serve without compensation.

[ 1993, c. 683, Pt. A, §2 (NEW); 1993, c. 683, Pt. B, §5 (AFF) .]

**7. Violation.** A violation of this section is a traffic infraction punishable by a fine, which may not be suspended, of not less than \$250.

[ RR 2009, c. 2, §83 (COR) .]

**8. Information on bridges.** Whenever necessary, the Department of Transportation may provide to municipal and county officials information concerning the capacity of bridges under the jurisdiction of those officials and the advisability of posting those bridges.

[ RR 2009, c. 2, §84 (COR) .]

#### SECTION HISTORY

1993, c. 683, §A2 (NEW). 1993, c. 683, §B5 (AFF). RR 1995, c. 1, §26 (COR). 1999, c. 600, §1 (AMD). 2001, c. 540, §1 (AMD). RR 2009, c. 2, §§83, 84 (COR). 2013, c. 55, §1 (AMD). 2017, c. 25, §1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.  
If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes ([mailto:webmaster\\_ros@legislature.maine.gov](mailto:webmaster_ros@legislature.maine.gov)); 7 State House Station - State House Room 108 - Augusta, Maine 04333-0007

Data for this page extracted on 12/11/2018 05:22:52.

**OFFICE OF SUPERINTENDENT OF SCHOOLS**  
**Richard A Green, Superintendent of Schools**

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**LISBON SCHOOL DEPARTMENT**

TO: Lisbon Town Council

FROM: Richard Green 

DATE: February 15, 2022

RE: Capital Reserve Request

The Capital Reserve Fund was created in 2011 to allow the School Committee to use existing money to pay for maintenance and minor remodeling. Since 2011, money from the undesignated balance and unanticipated revenues has been transferred into the Capital Reserve Fund. As you know, using the Capital Reserve Fund has allowed the Lisbon School Committee to utilize existing money without having to increase the taxpayer's local share. The following request is to utilize an amount not to exceed \$198,680 to pay for the replacement of the boiler at the Lisbon Community School.

On Monday, February 15, 2022, the Lisbon School Committee voted (5-0) to request authorization from the Town Council to utilize an amount not to exceed \$198,680 to pay for the replacement of the boiler at the Lisbon Community School. Attached you will see a copy of the proposal from Siemen's outlining the work and costs.

Please feel free to contact me if you have any questions or require any additional information prior to your next meeting. I thank you in advance for your consideration.

11A

# SIEMENS

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## PROPOSAL

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Lisbon School Department  
19 Gartley Street  
Lisbon, ME 04250  
Attn: Rick Green

Date: 02-01-2022

Limiting Date: 90 Days

**Project:** Lisbon Community School Boiler Upgrade

SEE SCOPE OF WORK: Page 2

**Project Cost: \$198,680.00 (dollars)**  
**One Hundred and Ninety-Eight Thousand, Six-Hundred and Eighty Dollars**

*Whichever applies below:*

☒ Wiring by Siemens Industry, Inc.

☐ Wiring by others

☐ No wiring required

*The Terms and Conditions of Sale shown on the attached are a part hereof*

### Terms of Payment:

☒ 25 % in advance

☒ Progress Payments

☐ No Retainage

☒ Invoices due Net 30 Days

*Proposal Accepted:*  
*Siemens Industry, Inc.*  
*Is authorized to proceed with the work as proposed*

*Proposal Submitted:*  
*Siemens Industry, Inc.*

**Purchaser** \_\_\_\_\_

**Seller** Siemens Industry, Inc

**By** \_\_\_\_\_

**By** Erik Matzell

**Title** \_\_\_\_\_

**Title** Account Executive

**Date** \_\_\_\_\_

**Date** 02-01-2022

Unrestricted 1

# SIEMENS

## SCOPE OF WORK: BOILER REPLACEMENT

1. Demo one 2,000 mbh boiler and one 1,000 mbh boiler and its associated venting
2. Furnish and install one new 2,000 mbh Aerco Benchmark boiler
3. Mechanical insulation
4. Near boiler piping
5. Gas piping as required.
6. Power and control wiring
7. Drawings prepared by a licensed engineer
8. Integration of the two boilers into a single new bacnet integration
9. Factory startup
10. Work to be performed during normal working hours, M-F, 7:30am to 4pm

# SIEMENS

## *Article 1: General*

**1.1** These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal, Advantage Services Agreement, or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the services identified in the Document (the "Services") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 9.2), and Work Product Deliverables (as defined in Section 9.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Services (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

**1.2** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Services.

**1.3** The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

**1.4** In the event of conflict between the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

**1.5** Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Services and termination of this Agreement.

**1.6** Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Services included.

**1.7** This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

**1.8** AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE DOCUMENT.

**1.9** This Agreement is non-cancellable during the Initial Term. Either party, however, may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of its intent not to renew.

**1.10** If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

## **Article 2: Covered Equipment**

**2.1** "Covered Equipment" shall mean the equipment expressly identified in the Document upon which Services will be performed. Customer represents at the commencement of this Agreement that, with the exception of Covered Equipment that is an Equipment Deliverable under this Agreement, if any, all Covered Equipment is in satisfactory working condition and complies with all applicable codes.

**2.2** If a fire or life safety system is included as part of the Covered Equipment and does not comply with all applicable codes or if removal of any item of Covered Equipment from coverage would compromise or impair the integrity or the compliance with law of any system or Services, and Customer fails to take all necessary corrective action, then Siemens may terminate this Agreement without further obligation and retain all monies received pursuant to this Agreement.

**2.3** All testing and inspection of any Covered Equipment provided for in this Agreement will be performed at the time and place and in the manner deemed appropriate by Siemens, in accordance with applicable law and the requirements of then current National Fire Protection Association ("NFPA") guidelines if applicable, and other relevant standards. Customer is solely responsible for, and hereby indemnifies and holds Siemens harmless from and against, any liability arising from Customer's specification of a testing schedule other than then current NFPA or other applicable standards or laws.

**2.4** If the Covered Equipment is altered or moved by any person, including Customer, other than Siemens or a person authorized by Siemens, Customer shall immediately notify Siemens in writing, and Siemens reserves the right to perform a reacceptance test on, or, if necessary, a recommissioning of the system at Customer's expense. Reacceptance tests will be performed in accordance with then current NFPA or other applicable requirements, and charged on a time and materials basis.

## **Article 3: Services by Siemens**

**3.1** Siemens shall only perform the Services identified in this Agreement. Siemens is not required to **Unrestricted 3** conduct safety or other tests, install or maintain any devices or equipment or make modifications or upgrades to any equipment beyond the scope of this Agreement. Any request to change the scope or the nature of the Services must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

**3.2** Siemens shall perform the Services during its local, normal working hours, unless otherwise stated in this Agreement.

**3.3** Siemens shall have no liability or obligation to continue providing Services in the event Customer fails to (a) authorize a reacceptance test or re-commissioning that Siemens reasonably deems necessary; (b) notify Siemens of any modifications or

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changes to the Covered Equipment or unusual or materially changed operating conditions, hours of usage, system malfunctions or building alterations that may affect the Services; (c) provide the access to any site where Services are to be performed; or (d) operate, service or maintain the Covered Equipment in accordance with manufacturer's or supplier's instructions or this Agreement. After any of the aforesaid events, Siemens may terminate or suspend services under this Agreement immediately, upon giving notice to Customer.

**3.4** Any repairs and replacements of Covered Equipment as may be expressly included in the Services are limited to restoring the proper working condition of such Covered Equipment. Siemens will not be obligated to provide replacement Covered Equipment that represents significant capital improvement compared to the original. Exchanged or removed components become the property of Siemens, except Hazardous Materials (as defined in Section 10.1), which under all circumstances remain the property and responsibility of Customer.

**3.5** The Services shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by persons performing the same or similar Services in the same locale under similar circumstances and conditions.

**3.6** Where Services include energy consulting, any estimates of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Siemens, the documents prepared for the Customer represent Siemens' best judgment based on Siemens' experience and the information reasonably available to Siemens at the time that the Services are performed. Customer acknowledges that Siemens does not control: (a) the costs of labor, materials, equipment or services furnished by others; (b) overall market conditions; or, (c) other contractors' methods of determining prices. Accordingly, Customer acknowledges that proposals, bids or actual costs may differ from opinions, evaluations or studies submitted by Siemens as part of the Services provided hereunder.

**3.7** In the event Energy Management & Controlling ("EMC") is expressly included, Siemens will have a disaster recovery plan and a disaster contingency plan.

**3.8** In the event Online Data Backup & Protection Services are expressly included in the Document, Siemens will take reasonable steps to protect the security of all Facilities Data stored offsite. Siemens does not represent or warrant that Facilities Data will not be disseminated, compromised or corrupted by reason of unauthorized actions of third parties. For the purposes of these General Terms and Conditions, "Facilities Data" means electronic data that is collected or generated by Siemens through scheduled back-ups of the databases and/or graphics residing in the workstation(s) and/or field panel(s) that constitute part of Customer's automation control, fire and life safety, and/or security systems.

## *Article 4: Responsibilities of Customer*

**4.1** Customer, without cost to Siemens, shall:

- (a) Designate a contact person with authority to make decisions for Customer regarding the Services and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;
- (b) Provide or arrange without cost all reasonable provisions, means and access for Siemens to the Covered Equipment;
- (c) Permit Siemens to control and/or operate all controls, systems, apparatus, equipment and machinery necessary to perform the Services;
- (d) Furnish Siemens with all available information pertinent to the Services;
- (e) Obtain and furnish to Siemens all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Siemens has expressly agreed in writing to obtain;
- (f) Maintain the Services site in a safe condition; notify Siemens promptly of any site conditions requiring special care; and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;
- (g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Siemens has expressly agreed in this Agreement to give;
- (h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Services;
- (i) Furnish to Siemens any contingency plans related to the site;
- (j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power and other utilities;
- (k) Maintain all Covered Equipment in good working order in compliance with all applicable laws and service, repair and replace all Covered Equipment as necessary; and,
- (l) Perform inspections and tests as indicated in the Life Safety System Logbook and record same in the Life Safety System logbook.

**4.2** Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained herein is proprietary to Siemens and Customer shall not disclose or otherwise make it available to others.

**4.3** Customer acknowledges that it is now and shall be at all times in control of the Services site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others. **Unrestricted 4** at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

**4.4** Except as expressly stated in this Agreement, Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to perform or gain access to the Services.

**4.5** Customer alone shall act to protect life and property from the time a partial or full system failure occurs until Siemens

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notifies Customer that such system is operational or the emergency has been cleared. Customer's actions shall include all appropriate interim safety precautions (such as a manual "fire watch"). Siemens shall have no obligation to provide guards, fire watch personnel, or other services following a system failure, except Services as are specifically provided for in this Agreement.

**4.6** Customer shall not attach to the Covered Equipment any device that interferes with the Services or the proper operation of the Covered Equipment.

**4.7** Customer represents and warrants that it will not use workstations or field panels that constitute parts of its automation control, fire and life safety, and/or security systems for electronic storage of any Personally Identifiable Information. For the purposes of these Terms and Conditions, "Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual. By way of example and not of limitation, Personally Identifiable Information includes an individual's first name or first initial and last name, plus one or more of the following: social security number, health insurance identification number, medical information, insurance policy number, passport number, taxpayer identification number, account number, credit card number or any other financial information.

**4.8** SIEMENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF PARAGRAPH 4.7 OF THIS ARTICLE.

**4.9** Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising out of disclosure or dissemination of Personally Identifiable Information that was stored in violation of paragraph 4.7 of this Article.

## **Article 5: Compensation**

**5.1** THE ANNUAL FEE IS NON- REFUNDABLE EXCEPT AS MAY BE PROVIDED HEREIN.

**5.2** Payments to be made under this Agreement will provide for, and be in consideration of, only Services specifically included under the scope section of the Document. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this Agreement; (b) Services performed other than during Siemens' normal working hours; and (c) Service performed on equipment not covered by this Agreement.

**5.3** Siemens shall invoice Customer as provided in this Agreement, or if not expressly provided, then on an annual basis prior to the agreed start date and annually thereafter on the anniversary of such start date. Invoices are due and payable net cash upon receipt unless Customer has applied and been approved for credit with Siemens, in which case the invoice is payable within 30 calendar days of receipt by Customer or as otherwise set forth in this Agreement. If any payment is not received when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of Services at any time and without notice, and shall be entitled to compensation for Services previously performed and costs reasonably incurred in connection with the suspension or termination. In the event that any payment due hereunder is not paid when due, Customer shall pay, upon demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law of each overdue amount under this Agreement. Customer shall reimburse Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. If Customer disputes any portion or all of an invoice, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice. The undisputed portion shall be paid when due, and interest on any unpaid portion shall accrue as aforesaid, from the date due until paid, to the extent that such amounts are finally determined to be payable to Siemens.

**5.4** Except to the extent expressly identified in this Agreement, Siemens' fees do not include any taxes, excises, fees, duties, permits or other government charges related to the Services. Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

**5.5** Unless agreed otherwise, the pricing for each year after the Initial Term of this Agreement and each year of each renewal of the Agreement shall be determined as the immediate prior year price plus a price escalator based upon the U.S. Department of Labor, Bureau of Labor Statistics Urban Consumer Price Index-All Urban Consumers U.S. All items, 1982-1984=100 ("CPI-U"). In addition, each renewal term pricing shall be adjusted for any additions or deletions to Services selected for the renewal term. The price escalator shall be the latest semi-annual CPI-U identified above published prior to each annual anniversary. This escalator shall be applicable to each annual term, whether a renewal term or an annual term after the first year of the Initial Term.

## **Article 6: Changes; Delays; Excused Performance**

**6.1** As the Services are performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Services, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require Services to be suspended or terminated, Siemens shall be compensated for Services performed and for costs reasonable incurred in connection with the suspension or termination.

**6.2** Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, **Unrestricted 5** differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

## **Article 7: Warranties; Disclaimers; Limitation of Liability**

**7.1** Labor in performing the Services is warranted to be free from defects in workmanship for 90 days after the Services are

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performed. All labor provided by Siemens hereunder found to be defective and otherwise qualifying under this warranty shall be re-performed by Siemens. Such re-performance hereunder shall not interrupt or prolong the terms of this warranty. In the event that any such re-performance fails to cure such defects, then Customer's exclusive remedy against Siemens for damages from any cause whatsoever, whether in contract or tort, shall not exceed an amount equal to the limitation set forth in Section 7.9 herein.

**7.2** To the extent that Equipment is a Deliverable as part of the Services under this Agreement, Equipment manufactured by Siemens or bearing its nameplate shall be warranted for the earlier of one (1) year from the date of first beneficial use or from the date of installation to be free from defects. To the extent that Software is a Deliverable as part of the Services for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i) any applicable Siemens or third party end-user license agreement (EULA) accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at [www.usa.siemens.com/btcpseula](http://www.usa.siemens.com/btcpseula) (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

**7.3** The limited warranties set forth in Sections 7.1. and 7.2 respectively, will be void as to, and shall not apply to, any Services, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident, by Customer or others; (iii) damaged because of any use of the Equipment after Customer has, or should have knowledge of any defect in the Equipment.

**7.4** Any claim under the limited warranties granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. As to the Equipment, Customer's sole and an exclusive remedy for any Equipment found to be defective during the warranty period is repair or replacement of the parts or components found to be defective.

**7.5** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE COVERED EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

**7.6** Customer hereby, for it and any parties claiming under it, releases and discharges Siemens from any liability arising out of all hazards covered by Customer's insurance. All claims against Siemens arising out of such hazards, including any right of subrogation by Customer's insurance carrier, are hereby waived by Customer.

**7.7** ANY IDEAS, SUGGESTIONS, RECOMMENDATIONS, FINANCIAL EVALUATIONS, FEASIBILITY STUDIES OR ECONOMIC ANALYSIS PREPARED BY SIEMENS UNDER THIS AGREEMENT WILL REPRESENT ITS BEST JUDGMENT BASED ON ITS EXPERIENCE AND THE AVAILABLE INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE ENERGY MARKET IS VOLATILE AND SUBJECT TO FREQUENT PRICE AND REGULATORY CHANGES. THEREFORE, CUSTOMER FURTHER ACKNOWLEDGES THAT SIEMENS DOES NOT CONTROL FUTURE MARKET CONDITIONS OR THE ENERGY MARKET'S REGULATORY CLIMATE. NOTHING HEREIN SHALL BE CONSTRUED BY CUSTOMER AS A PREDICTION OF FUTURE ENERGY MARKET CONDITIONS OR ENERGY PRICES. ACCORDINGLY, SIEMENS DOES NOT PROVIDE CUSTOMER A GUARANTY OR WARRANTY OF THE RESULTS OF SIEMENS' RECOMMENDATIONS. CUSTOMER MAKES ANY AND ALL ENERGY PROCUREMENT AND RELATED DECISIONS. CUSTOMER ACKNOWLEDGES THAT ALL ENERGY PROCUREMENT AND RELATED DECISIONS ARE MADE AT CUSTOMER'S SOLE RISK.

**7.8** WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.9** It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Services provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, **Unrestricted 6** losses or expenses (including attorney's fees) arising out of this Agreement, or out of any Services or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited, as liquidated damages, to the greater of \$1,000 or 10% of the total compensation received by Siemens from Customer under this Agreement.

**7.10** Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation under the warranty hereunder.

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7.11 The parties acknowledge that the price which Siemens has agreed to perform its Services and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

## **Article 8: Limitations of Maintenance or Service Obligations**

8.1 Unless agreed otherwise, Services do not include and Siemens is not responsible for: (a) service or provision of consumable supplies, including but not limited to batteries and halon cylinder charging; (b) reinstallation or relocation of Covered Equipment; (c) painting or refinishing of Covered Equipment or surrounding surfaces; (d) changes to Services; (e) parts, accessories, attachments or other devices added to Covered Equipment but not furnished by Siemens; (f) failure to continually provide suitable operating environment including, but not limited to, adequate space, ventilation, electrical power and protection from the elements; (g) the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches, airflow stations, venting or draining systems, and any other permanently mounted integral pipe or air duct component; or (h) latent defects in the Covered Equipment that cannot be discovered through the standard provision of the Services. Siemens is not responsible for services performed on any Covered Equipment other than by Siemens or its agents.

8.2 Siemens will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable or obsolete parts of the Covered Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated in the Document; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements.

8.3 Siemens is not responsible for repairs, replacements or services to Covered Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic or chemical action, or reasons beyond its reasonable control.

8.4 WHERE SERVICES INCLUDE EFFORTS BY SIEMENS TO HELP CUSTOMER TO ATTAIN REBATES AND/OR INCENTIVES FROM AVAILABLE SOURCES OR ENERGY/FUEL COST REDUCTION, CUSTOMER ACKNOWLEDGES THAT ANY REBATE/INCENTIVE OR ENERGY/ FUEL COST REDUCTION THAT MAY BE AVAILABLE TO CUSTOMER IS GRANTED BY A THIRD PARTY OUTSIDE THE CONTROL OF SIEMENS. CUSTOMER FURTHER ACKNOWLEDGES THAT WHILE SIEMENS WILL EITHER ASSIST CUSTOMER OR ENDEAVOR ITSELF TO OBTAIN ANY AND ALL REBATES/INCENTIVES OR ENERGY/FUEL COST REDUCTION AVAILABLE, SIEMENS DOES NOT GUARANTEE THAT IT WILL OBTAIN OR APPLY FOR ALL REBATES/INCENTIVES OR ENERGY/ FUEL COST REDUCTIONS THAT MAY BE AVAILABLE TO CUSTOMER. FURTHER, CUSTOMER HEREBY RELEASES SIEMENS FROM ANY AND ALL LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING FROM SIEMENS' FAILURE TO OBTAIN OR APPLY FOR ANY REBATE/INCENTIVE OR ENERGY/FUEL COST REDUCTION THAT COULD IN ANY WAY BE OBTAINED BY CUSTOMER.

## **Article 9: License and Intellectual Property**

9.1 Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Services performed by Siemens under this Agreement ("*Work Product Deliverables*") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

9.2 If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Services ("*Instruments*") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

9.3 In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Services under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Services under this Agreement; or, (iii) if developed while performing the Services under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Services to be provided to the Customer or where such Services comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "*Siemens Pre-existing Intellectual Property*") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

9.4 All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Services and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is Unrestricted 7 owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("*Software Deliverables*"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product Deliverables, and

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Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Services are provided.

**9.5** The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Services or any other project or purpose, without Siemens' prior express written consent.

**9.6** Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

**9.7** In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

**9.8** Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing the Services under this Agreement.

**9.9** Customer acknowledges that all Facilities Data is owned by Siemens and may be used by Siemens in a commingled or other reasonable manner, provided that such use does not identify Customer or the location(s) of the facility or facilities to which Facilities Data pertains.

## **Article 10: Hazardous Materials Provisions**

**10.1** The Services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to this Article, Customer represents that, to its best knowledge, there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's Sites where the Services are performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services have been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Article. The presence of Hazardous Materials constitutes a change in this Agreement whose terms must be agreed upon by Siemens before its obligations hereunder shall continue.

**10.2** Customer is solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Customer is responsible for the proper disposal of all Hazardous Materials and oil that at any time are present at the Services site in accordance with all applicable federal, state, and local laws, regulations, and ordinances. Even if change order has been entered into pursuant to this Article, Siemens shall have the right to stop the Services until the site is free from Hazardous Materials. In such event, Siemens shall receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**10.3** Customer warrants that, prior to the execution of this Agreement, it shall notify Siemens in writing of any and all Hazardous Materials which to Customer's best knowledge are present, potentially present or likely to become present at the Services site and shall provide a copy of any site safety policies, including but not limited to lock-out and tag procedures, chemical hygiene plan, MSDSs or other items required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**10.4** Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under this Article.

## **Article 11: Import / Export Indemnity**

Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Covered Equipment or Services provided under the Contract, including any export license requirements. Customer shall not, at any time, either directly or indirectly, use, export, sell, transfer, assign or otherwise dispose of such Covered Equipment or Services in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER SHALL INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO THE CUSTOMER'S NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

## **Article 12: Small Business Concern**

Siemens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. Siemens' policy is to offer small business concerns, including small disadvantaged businesses, women owned small-businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

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## MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

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**DATE:** FEBRUARY 11, 2022  
**TO:** RYAN MCGEE, INTERIM TOWN MANAGER  
**FROM:** RANDY CYR, PUBLIC WORKS DIRECTOR  
**SUBJECT:** 2022-002 / TRANSFER STATION BULKY WASTE BUILDING ROOF

---

Bid 2022-002 is to fix and modify the Transfer Station Bulky Waste Building Roof. The town desires for the selected contractor to replace the existing roof in accordance with Kleinfelder's Building Report and Recommendations. The contractor was required to submit two (2) quotes for this bid, one for each recommended Modification.

The full scope and report is attached as **Exhibit "A"**, and the recommended modifications are on pages 7 & 8 to reference. The roof is currently in moderate condition and is experiencing some wear and tear. The current configuration of the roof leads to snow and ice falling onto equipment, personnel, and the public. Each roof modification will address these issues.

Bids were solicited from eight (8) different companies, and publicly opened by Ray Soucy, PW Admin and Brenda Martin, Accounts Payable. Only bid received was from Restorations Home Remodeling, which is below.

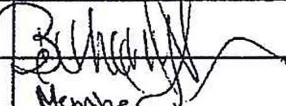
The following bid was received and reviewed. Following the bid is my recommendation:

COMPANY NAME	TYPE OF MODIFICATION	COSTS
Restorations Home Remodeling	Exhibit A / 4.1	\$48,745.00
	Exhibit A / 4.2	\$63,840.00

After thorough review of the bid, I recommend accepting the bid from Restorations Home Remodeling, as they were our only bidder. Additionally, the modification I recommend is Exhibit A, (4.1) which is the lowest quote per each modification submitted.

\*\*\*

This recommendation for a new roof is being presented to the Town Council for consideration.

Company Name	Restorations Home Remodeling LLC
Signature	
Title	Member
Printed Name	Bethany Gollett
Physical Address	25 Frost Hill Ave Lisbon Falls ME 04252
Mailing Address	25 Frost Hill Ave Lisbon Falls ME 04252
Firm's IRS ID # /DUNS#	TIN 27-1945491 DUNS # 015391167
Date	
Phone #	207-407-8002 or 207-577-1280
Fax #	
E-Mail Address	tgollett@yahoo.com



Estimate 1173

ADDRESS

Town of Lisbon  
Transfer Station Bulky Waste  
Roof  
BID NO. 2022-002

DATE  
02/07/2022

TOTAL  
\$48,745.00

ACTIVITY

QTY RATE

AMOUNT

Roof Modification per Exhibit A 4.1  
-add roof pitch and blend roof, repair trusses, add studwalls  
Price includes labor, materials, and lift rental

48,745.00

TOTAL

\$48,745.00

THANK YOU.

Accepted By

Accepted Date

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



Estimate 1174

ADDRESS

Town of Lisbon  
Transfer Station Bulky Waste  
Roof  
BID NO. 2022-002

DATE  
02/07/2022

TOTAL  
\$63,840.00

ACTIVITY

QTY RATE

AMOUNT

Roof Replacement per Exhibit A 4.2

-New mono truss package with sheathing, metal roofing, and new  
inside wall connection detail

Price includes labor, materials, and crane rental

63,840.00

TOTAL

\$63,840.00

THANK YOU.

Accepted By

Accepted Date

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

2022-002 Roof Repair for  
Bulky Waste Building at Transfer Station  
Friday February 11, 2022  
Council Chambers  
10:00am

Present: Ray Soucy, Public Works Admin  
Brenda Martin, Accounts Payable

Bids were solicited from eight (8) different companies. The following bid was only bid received for this RFP and publicly opened:

COMPANY NAME	TYPE OF MODIFICATION	COSTS
Restorations Home Remodeling	Exhibit A / 4.1	\$48,745.00
	Exhibit A / 4.2	\$63,840.00

(SEE EXHIBIT "A" FOR SPECIFICATIONS PER EACH MODIFICATION)



**Town of Lisbon**  
**Transfer Station Bulky Waste Roof Assessment**

**November 2, 2021**



16 Commerce Drive, Suite 2  
Augusta, ME 04330  
Phone: 207-623-0648  
Fax: 617-498-4630

Contents

1.0 Facility Background .....3

2.0 Project Background and Methodology .....3

3.0 General Facility Evaluation .....3

    3.1 Architecture .....3

4.0 Recommended Repair and Upgrades .....4

    4.1 Roof Modification .....4

        4.1.1 Recommended Construction Sequence .....4

    4.2 Roof Replacement .....5

        4.2.1 Recommended Construction Sequence .....5

## 1.0 Facility Background

The Bulky Waste Building provides the residents of Lisbon with solid waste handling and recycling services in accordance with the Maine DEP Solid Waste Management rules.

## 2.0 Project Background and Methodology

Kleinfelder has been selected to provide a building condition and observation report of the Bulky Waste Transfer Station to the Town of Lisbon ("Town"). The Town is obtaining information to replace the Bulky Waste Transfer Building roof. It was stated that the gable roof is undesirable due to snow and ice falling in front of the bulky waste storage areas in which the public deposit waste. The Town stated that many "close calls" have happened at the Transfer Station and are looking for suggestions to mitigate risk and liability. While on site Kleinfelder observed the Bulky Waste Transfer station exterior, walls, doors, and windows. Recommendations for upgrades are included in this report.

## 3.0 General Facility Evaluation

### 3.1 Architecture

The existing Transfer Station Building is a 120' ft by 32 ft multi bay building. It was observed that there have been two additions to the building, the Transfer Station Garage/Storage Bay and the Universal Hazardous Waste storage bay. The construction of the building is concrete, wood, and metal roof. Most of the building is unheated and uninsulated, other than the Transfer Station Garage/Storage Bay.

**Foundation** – The foundation system was observed to be a slab on grade (see Figure A). The slab extends approx. 1ft outboard of the exterior walls and is raised 2" above surrounding site level. The slab areas at the garage door entrances are sloped to provide vehicle access.

**Walls** – The walls of the Transfer Station Building consist of 8" cast in place concrete walls and wood stud walls. The exterior finish is a painted concrete and a painted tongue and groove wood panel (see Figure B.). The wood paneling is in moderate condition and is nearing its usable life, however, there are locations that are experiencing more wear and tear than others. Replacement of the exterior finish is not required immediately but is suggested that the paneling be replaced within 5 years.

At the bay openings the wooden trim, panels, and concrete walls have experienced significant vehicle damage from Transfer station operators or the public (see Figure C). Protective metal angles have been cast into the openings however they only go up a few feet. The observed damage is occurring above the cast protective angles. It is recommended that additional protective measures be taken (ex. Additional angles or bollards).

The interior walls are comprised of 8" cast in place concrete walls and wood stud wall that goes up to the underside of the engineered trusses (see Figure D.). Only one interior wall remains, as the others have been removed. The rebar anchors have been left in place on top of the concrete walls. It is recommended that new stud walls be reinstalled to help support the trusses. The interior stud wall does not have a finish and it is recommended to not have a finish applied to the interior walls as they are susceptible to damage from operational equipment.



Figure A. Slab on Grade



Figure B. Exterior Wall Finish

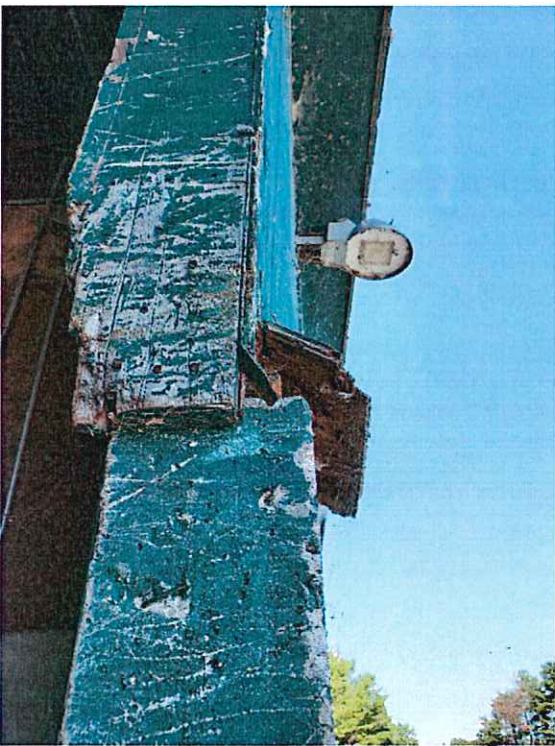


Figure C. Damaged Wall at Bay Opening

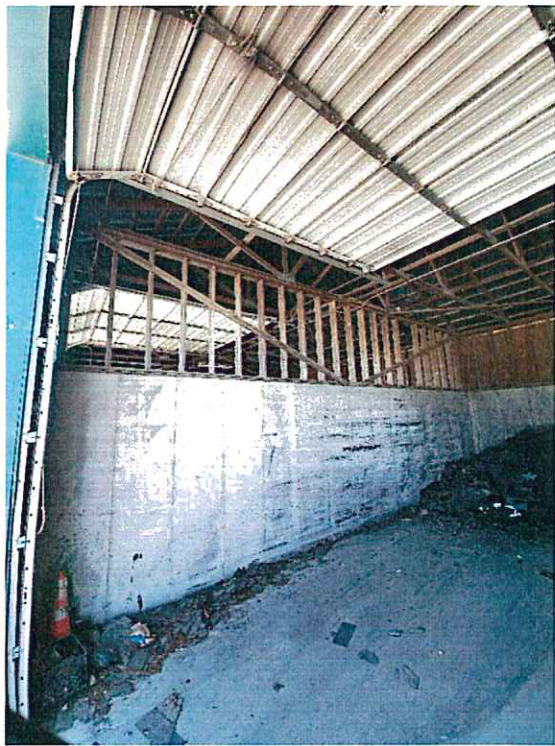


Figure D. Interior Wall Construction

**Doors** – The Transfer Station has 4 uninsulated garage doors (see Figure E.), and one insulated garage door (see Figure F.) located in the Garage/Storage Bay. The garage doors are in good working condition. The Garage/Storage Bay can also be accessed via an access control man door located in the Universal Hazardous Waste Storage Bay (see Figure G.). The door is in moderate condition with some wear and tear. The closer has been damaged and is no longer functioning. It is recommended that a new closer be installed. The Universal Waste Storage Bay has a wood constructed sliding barn door and is in moderate condition. It has an increased level of wear and tear however it is in useable condition.

**Windows** – There are 5 single pane double hung window units observed located in the Universal Hazardous Waste Storage Bay (see Figure H.). They are in good to moderate condition and only experiencing a little wear and tear.

**Roof** – The roof is a corrugated metal roof fastened directly to the trusses. The roof is in moderate condition and is experiencing some wear and tear. The current configuration of the roof leads to snow and ice falling onto equipment, personnel, and the public. The recommendations for roof upgrades are listed below (see section 4.0). The Universal Hazardous Waste Storage Bay roof is in moderate condition and is recommended to remain.

**Transfer Station Garage/Storage Bay** – The Garage/Storage Bay is the only insulated bay at the transfer station (see Figure I and Figure J). It contains equipment, tools, and materials for minor vehicle maintenance. The bay is temperature controlled and heated via a wall mounted unit heater. The bay also contains a 250 lb lift crane. There is a small wooden shed located in the bay and contains tools as well as used florescent tube lamps.

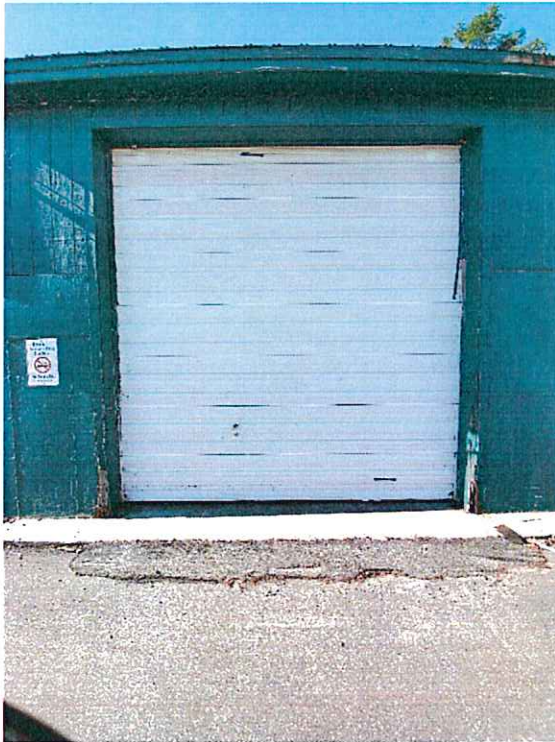


Figure E. Typical Garage Bay Door

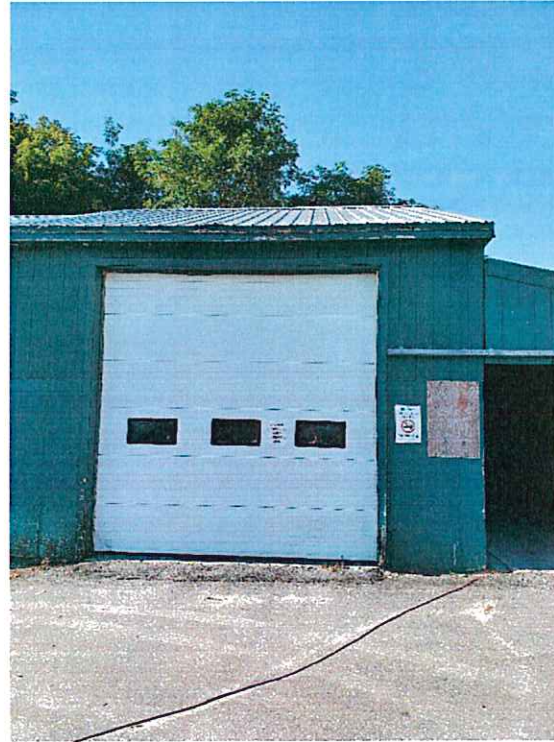


Figure F. Insulated Garage Bay Door



Figure G. Access Controlled Door

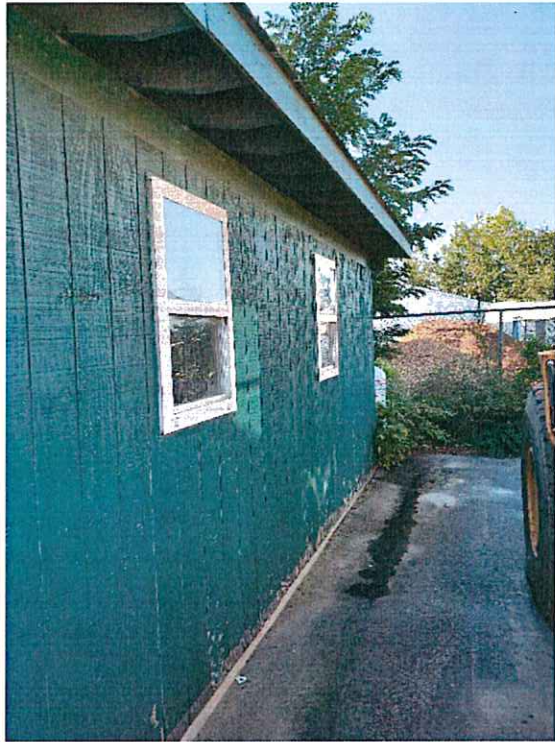


Figure H. Windows

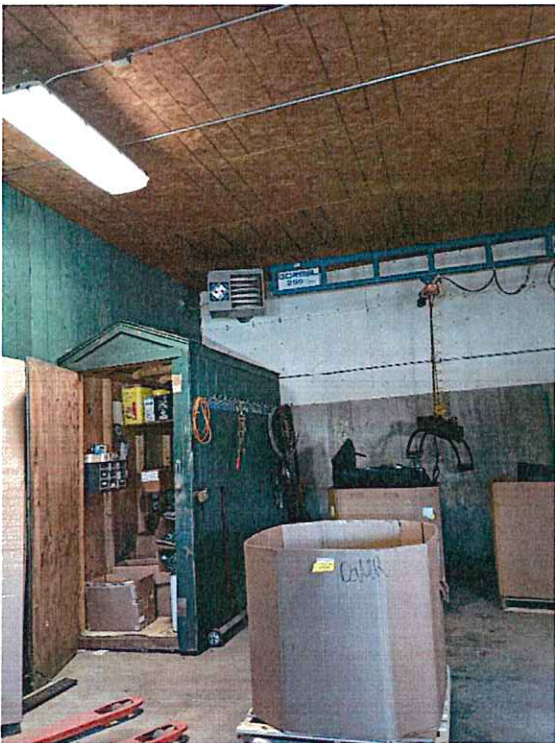


Figure I. Garage/Storage Area

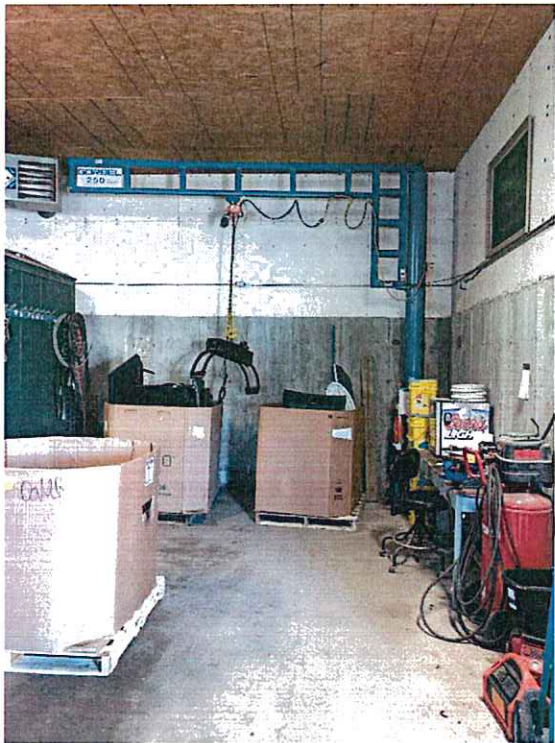


Figure J. Interior Wall Construction

## 4.0 Recommended Repair and Upgrades

The following recommendations are two potential options for the Town to investigate further for upgrades to the Bulky Waste Transfer Station Roof:

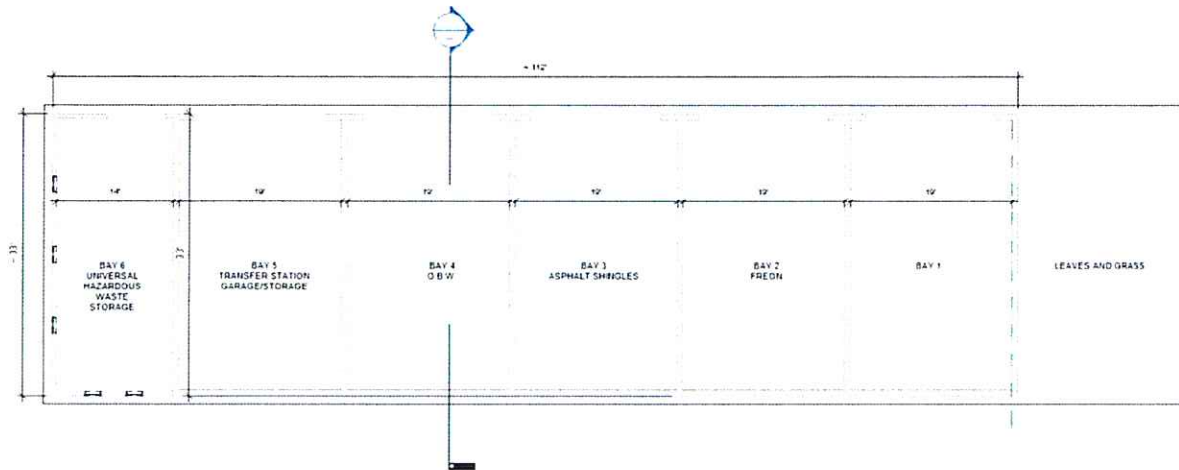


Figure J. Transfer Station Plan

### 4.1 Roof Modification

The first recommendation is to modify the existing roof by adding a new “Shed” style roof sloping down and away from the public offloading zone. Prior to the construction of the new roof, structural calculations, and analysis of the trusses to determine if an additional shed roof can be installed. There are several trusses are required to be repaired, as they have been damaged or destroyed. It is also recommended that the stud walls be replaced above the concrete walls separating each bay. It appears that the walls have been removed at some point in the past.

Provided the structural calculations allow the shed roof modification, the new roof shall be sloped a minimum of 1 inch per foot and be constructed of a metal roof construction, similar to that of the existing roof. The existing roof truss tails and portions of the existing roof will need to be demolished to allow for construction of a new stud wall on the North of the building to support the new roof structure.

#### 4.1.1 Recommended Construction Sequence

The recommended construction sequencing for the Roof Modification option is as follows:

1. Repair and replace damaged trusses
2. Upgrade existing trusses as directed by licensed Structural Engineer.
3. Construct interior stud walls at concrete walls. Stud wall to terminate at bottom of truss.
4. Selective demolition the edge of the North side of the roof to permit construction of taller wall.
5. Construct trusses or rafters for new roof.
6. Install corrugated metal roof.

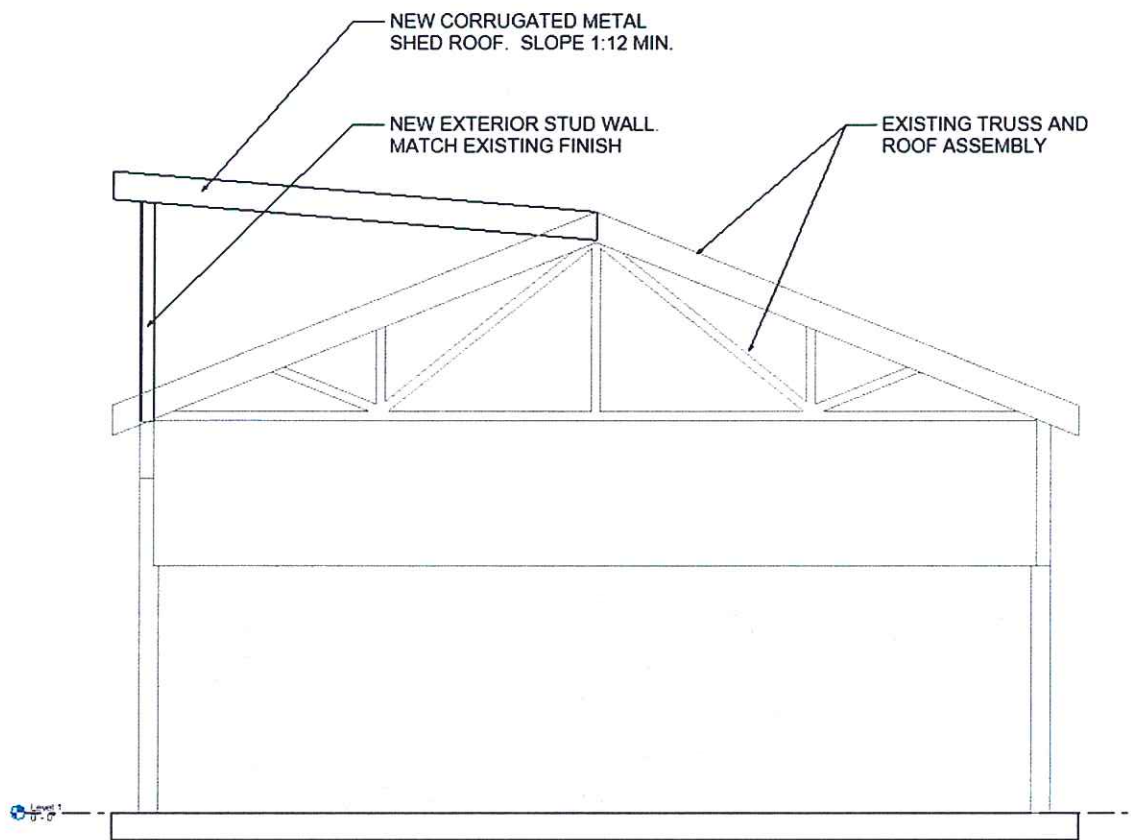


Figure K. Roof Modification Diagram

## 4.2 Roof Replacement

The second recommendation is to remove the existing roof and replace with a single sloped roof with engineered trusses. The existing garage doors will need to be supported from below temporarily while the roof is removed and reconstructed. The engineered trusses should be sloped at a minimum 3:12 towards the back of the building to allow the snow to slide away from the bay openings. New interior stud walls are recommended to be reconstructed along the interior concrete walls to help provide support for the trusses.

### 4.2.1 Recommended Construction Sequence

The recommended construction sequencing for the Roof Modification option is as follows:

1. Temporarily support existing garage bay doors from below.
2. Demolish and remove existing roof and trusses.
3. Construct interior stud wall and terminate at bottom of truss level.
4. Install new shed style truss system.
5. Remove temporary garage door support and fasten to truss per manufacturer recommendations.
6. Install corrugated metal roof.
7. Install painted tongue and groove wood panel exterior finish.

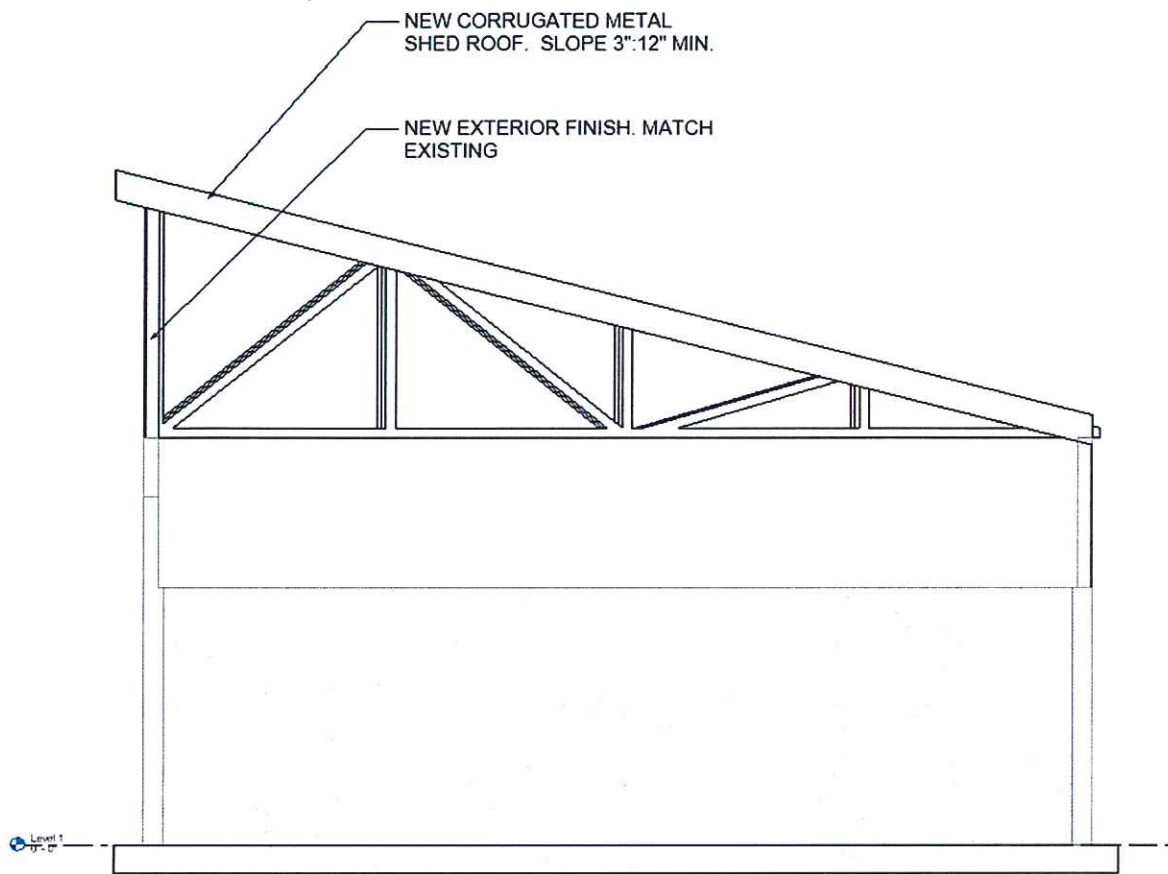


Figure L. New Roof Diagram





# Town of Lisbon

Ryan McGee  
Interim Town Manager

**Town Council**  
Fern Larochelle, Chair  
Harry Moore Jr., Vice Chair  
Don Fellows  
Mark Lunt  
Clifford Miller  
Raymond Robishaw  
Jason Smith  
Mark Lunt

---

To: Lisbon Town Council

From: Ryan McGee Interim Town Manager & Chief of Police

Date: 2/11/2022

Reference: Summer Municipal Intern Grant

I have an opportunity to apply for a grant through the Maine Municipal Association (MMA). This grant in my opinion would be a proactive approach to increasing the Lisbon Town Office workforce and could potentially develop a recruitment opportunity down the road for Lisbon.

The Intern would be involved with clerical and filing work, and be available at Town Office departments to include Human Resources, Clerks Office as well as possibly the Codes Office.

The Maine Municipal Association will award four (4) \$2000 grants to its "member municipalities" that commit to hire a summer intern through the Margaret Chase Smith Policy Center Maine Government Summer Internship Program.

I respectfully request the Town Council, allow me to apply for this grant opportunity.

Respectfully,

Ryan McGee  
*Interim Town Manager*  
*Chief of Police*

# TOWN OF LISBON

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

TO: Ryan McGee

RE: MOXIE

DATE: 2/23/2022

I would like to request permission to use the Worumbo mill site for this year's Moxie Festival events.

Last summer we experimented with using the site for our Moxie Cruise Nights that ran from Memorial Day to Labor Day with a tremendous amount of success. We would like to do that again this summer with town council permission.

In addition, we have been contacted by folks that represented the Maine and NH "Pow Wow," a native American experience. This is the first time the Pow Wow will do an event in seven or eight years. We are so thrilled they have chosen our festival to kick off their big return.

I have spoken to several folks that make up the Moxie Committee, and we feel that the Worumbo mill site would be ideal for their three-day stay over the Moxie Festival in July.

We will have to assist them with water and electricity as well as bathroom facilities. With early direction from the Council, I am confident we will be able to make this event come to fruition.

Respectfully,

*Mark Stevens*



# Town of Lisbon

Ryan McGee  
Interim Town Manager

## Town Council

Fern Larochelle, Chair  
Harry Moore Jr., Vice Chair  
Don Fellows  
Mark Lunt  
Clifford Miller  
Raymond Robishaw  
Jason Smith

---

To: Lisbon Town Council

From: Ryan McGee Interim Town Manager & Chief of Police

Date: 2/24/2022

Reference: Coronavirus State and Local Fiscal Recovery Funds

It is my recommendation to use "Qualified Disaster Relief payment", and pay employees a one-time "Hazard Pay" stipend. The great employees of the Town of Lisbon worked through the Pandemic and faced a lot of unknowns and serious public health concerns. These employees kept the Lisbon Government operations running smoothly and we as a community should show our appreciation, and support by using a portion of the Federal funding available to support our employees.

"Hazard Pay" stipend would be provided as follows:

This would be only for employees that are currently employed by the town of Lisbon and were working during 2021. The payment would be as follows: Full-time employees would receive a one-time hazard payment of \$2,000. Part-time regular employees that work at least 20 hours weekly (which also includes all part-time Public Safety personnel regardless of hours worked) would receive a one-time hazard payment of \$1,000. (Due to this being a "Qualified Disaster Relief payment", the employee is not required to pay tax on this by law.)

Payment would be made to the employee's May 1<sup>st</sup>, 2022.

Respectfully,

Ryan McGee  
*Interim Town Manager*  
*Chief of Police*

**TOWN OF LISBON**  
**SUPPLEMENTAL APPROPRIATIONS ORDINANCE**  
**MARCH 1, 2022**

ORDERED: Be it hereby enacted and approved by the Lisbon Town Council that the following amounts be appropriated from the Town's undesignated fund balance to be expended for their intended purpose:

Administrative Assistant	
Assistant Town Manager Position	
<u>Town Manager Search</u>	
Total	\$100,000

Dated at Lisbon, Maine on the \_\_\_\_\_ day of March, 2022.

\_\_\_\_\_  
 Fernand Larochelle, Jr., Chairman

\_\_\_\_\_  
 Harry Moore, Vice Chairman

\_\_\_\_\_  
 Donald Fellows

\_\_\_\_\_  
 Mark Lunt

\_\_\_\_\_  
 Clifford Miller

\_\_\_\_\_  
 Raymond Robishaw

\_\_\_\_\_  
 Jason Smith

Attest: \_\_\_\_\_  
 Lisbon Town Clerk



# Town of Lisbon

Ryan McGee  
Interim Town Manager

**Town Council**  
Fern Larochelle, Chair  
Harry Moore Jr., Vice Chair  
Don Fellows  
Mark Lunt  
Clifford Miller  
Raymond Robishaw  
Jason Smith  
Mark Lunt

---

To: Lisbon Town Council

From: Ryan McGee Interim Town Manager & Chief of Police

Date: 2/10/2022

Reference: Sabattus River Dam update

Casey Clark, the Resource Management Coordinator with the Maine Department of Marine Resources would like to update the Council on the Sabattus River Dams and receive input from them as well. Below is a brief description of each site.

**Upper Dam:**

The designs for dam removal for the project are complete. Diane Barnes and Randy Cyr participated in the design process to ensure the finished site will remain an asset to the town. Diane also coordinated drafting an access agreement for DMR to complete the work at the site. This draft should be finalized soon. DMR plans to have an advertise the RFP for the project this spring and complete the work this summer.

**Farwell Dam:**

DMR is working on designs to partially breach the Farwell Dam and install fish passage at the site. We are planning for this work to take place in 2023. Keeping the work on this timeline will help to keep work on the landfill site (Bonafide) moving forward. We learned in 2021 that the Farwell Dam is now owned by the Town of Lisbon. And so we would like to hear how best to proceed with coordination for the site.

**Mill Street Dam (former):**

The Mill Street dam was removed at the same time as a mercury cleanup in 2019. DMR has assessed the site post-dam removal and determined that we will need to do some more work at the site to improve fish passage. We are working on conceptual designs for Mill Street this year. While this site is not owned by the Town, we would like to hear input from the Council if there is any.

Respectfully,

Ryan McGee  
*Interim Town Manager*  
*Chief of Police*