



AGENDA
COUNCIL MEETING
JANUARY 17, 2023
LISBON TOWN OFFICE
6:00 P.M.

Harry Moore, Jr., *Chair* 2024
Raymond Robishaw, *Vice Chair* 2024
Mark Lunt 2025
Donald Fellows 2025
Jo-Jean Keller 2025
Christine Cain 2024
Fern Larochelle 2023

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
___ Councilor Lunt ___ Councilor Fellows ___ Councilor Larochelle ___ Councilor Keller
___ Councilor Moore, Jr. ___ Councilor Robishaw ___ Councilor Cain
3. EXECUTIVE SESSION
2023-09 Per MRSA Sec. 405 (6) (C) Economic Development
2023-09A Per MRSA Sec. 405 (6) (A) Personnel Matters
4. GOOD NEWS & RECOGNITION – Employee Service Awards
5. PUBLIC HEARINGS
 - A. Special Entertainment Permit for Olive Pit Brewing Company
 - B. Medical Marijuana Retail Store License for BBB Pharmaceuticals
 - C. Special Entertainment Permit for Railroad Restaurant and Pub
 - D. Amendments to Chapter 70 Zoning Ordinance, Section 70-614 Building & Property Maintenance Standards
6. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
7. CONSENT AGENDA
2023-10 ORDER –
 - A. Municipal Accounts Payable Warrants – \$ 351,509.38
 - B. Municipal Payroll Warrants – \$ 186,202.48
 - C. School Accounts Payable Warrants– \$ 135,175.03
 - D. School Payroll Warrants – \$ 392,716.59
 - E. Special Entertainment Permit for Railroad Restaurant and Pub
 - F. Medical Marijuana License for BBB Pharmaceuticals & Special Entertainment Permit for Olive Pit Brewing Company
8. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
2023-11 ORDER – Approve Town Office Hours effective February 1st, 2023
2023-12 ORDER – Approve Worumbo Waterfront Memorandum of Understanding (MOU)
2023-13 ORDER – Approve the Revolving Loan Fund Committee’s Recommendations for Recipients of the Main Street Grant
2023-14 ORDINANCE – Amendments to Chapter 70 Zoning Ordinance, Section 70-614 Building
& Property Maintenance Standards – *Second Reading*
9. OTHER BUSINESS
 - A. Lisbon Development Committee Presentation: Abandoned and Vacant Property
 - B. Council Committee Reports:
 1. School Committee – Councilor Larochelle
 2. Planning Board – Councilor Fellows
 3. Lisbon Development Committee – Councilor Lunt
 4. Conservation Commission – Councilor Moore
 5. Parks & Recreation Committee – Councilor Moore
 6. County Budget Committee – Councilors Moore/Lunt
 7. Library Governing Board – Councilor Keller
 8. Water Commission – Councilor Fellows
 9. Finance Committee – Councilor Robishaw
 - C. Town Manager's Report
9. APPOINTMENTS
2023-15 Lisbon Development Committee Appointment
2023-16 Water Commission Appointment
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. ADJOURNMENT
2023-17 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 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

Glenn Michalowski
Town Manager

Harry Moore, Jr., Chair 2024
Raymond Robishaw, Vice Chair 2024
Mark Lunt 2025
Donald Fellows 2025
Jo-Jean Keller 2025
Christine Cain 2024
Fern Larochelle 2023

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: Recommendations
Date: January 17, 2023

Consent Agenda Items 2023 – 10 E

E. Special Entertainment Permit for Railroad Restaurant and Pub

These regular permits are filed on an annual basis. After checking with the Town's attorney, offering the Railroad Restaurant permit at no charge would be in keeping with the State's recent decision on their Liquor License. (The Railroad closed for several months due to water damage and was not able to conduct business as a result, so the State extended the license to be renewed in May.) Since we always do Special Entertainment/Amusement permits at the same time as the liquor licenses because they are directly connected, we will collect their normal annual fee at the same time we collect the annual renewal fee for the liquor license, so this license will be until the renewal of their State Liquor License.

Recommendation

Approve the Special Entertainment Permit for Railroad Restaurant and Pub to run concurrently with their State Liquor license, to be renewed again when the liquor license is renewed.

Agenda Item 2023 – 11

Beginning February 1st, 2023, the regular town office hours will be Monday through Friday from 8:30 AM to 4:30 PM. The first Tuesday of each month, we will remain open until 6:30 PM. On the first Friday of the month, we will close at 2:00 PM. All non-union town employees will be moving to an 8-hour workday with a paid 30-minute lunch. Department Heads were consulted and asked for any variations to be submitted to the Manager prior to the Agenda's completion.

For other non-union town hall personnel, the department director will decide on a schedule based on the operational needs of the department.

Recommendation

Approve the Town Office hours as determined by the Town Manager effective February 1, 2023.

Agenda Item 2023 – 12

WHEREAS, the Town of Lisbon is a municipality under the laws of the State of Maine with principal location at 330 Lisbon St, Lisbon Maine 04250 ("the Town"); and
WHEREAS the "FRIENDS OF WORUMBO" ("Friends") is a subcommittee of Positive Change Lisbon and is a nonprofit corporation organized and existing under the laws of the State of Maine with a principal place of business in Lisbon; and
WHEREAS, the Worumbo Waterfront ("Worumbo"), located at 1 Canal St, Lisbon Maine, is an important public space in downtown Lisbon. "Worumbo Waterfront" does not include adjacent town public parking lot.
WHEREAS, the Town wishes to collaborate with the Friends to increase activity and vitality at Worumbo; and
WHEREAS, the Town supports the efforts of the Friends to act as non-profit stewards for Worumbo Waterfront, and
WHEREAS, the parties desire to document the terms and conditions of their collaboration with respect to the use of Worumbo in this memorandum of understanding ("MOU").
NOW THEREFORE, in consideration of the foregoing and the additional promises set forth herein, the Town and the Friends hereby agree as follows:

1. The term of this MOU will commence as of the date set forth below and will terminate three years thereafter, unless sooner terminated as set forth below.
2. The details of responsibilities, scheduling and maintenance shall be reviewed after year one, in November of 2023, and this MOU revised as applicable.
3. During the term of this MOU, the Friends shall have non-exclusive use of Worumbo in common with the Town of Lisbon and the general public.
4. The Friends may provide amenities for the park including, but not limited to, landscaping, chairs, tables, benches, umbrellas, and planters. Such amenities and their placement in Worumbo are subject to the Town's prior approval, which approval shall not be unreasonably withheld.
5. Safety –
 - The Friends shall design the landscaping in such a way as to prohibit high speed vehicle access to a crowd of people. Large rocks, bollards, fencing and/or columns will be used to ensure limited vehicle access, yet allow for emergency vehicles and food trucks to participate and access the space.
 - When events are held where attendance is expected to exceed 150 people, the Friends will provide, or will require the event coordinator to provide a crossing guard to maintain safe crossing of route 196 between Franks and the municipal parking lot.
 - In accordance with Town of Lisbon ordinances, Lisbon Police presence shall be required per chart in section Sec.10-353 unless alternative arrangements are made at the discretion of the Lisbon Chief of Police.
6. The Friends may offer programming at Worumbo Waterfront including but not limited to concerts, plays, dances, and movies. Such programs are subject to prior blanket approval, by the Assistant Town Manager, or their designee, within 5 business days, which approval shall not be unreasonably withheld. The Friends will coordinate their programming schedule with the Assistant Town Manager, or their designee, who will address any conflicts with other scheduled town events.
7. Events held by the Town on an annual recurring basis will be given priority for use of the Worumbo Waterfront. A list of "Town Event Dates" shall be provided to the Friends upon execution of this agreement and in subsequent years dates will be provided by November 1 of the previous year in order to allow for open scheduling of other dates. Any additional dates identified after November 1 will be at the availability and discretion of the Friends. Town of Lisbon events shall be managed by the Town and will not be the responsibility of the Friends unless otherwise agreed to.

8. When Town sponsored events occur, both organizations will cooperate in good faith as partners to assist each other in the planning or promotion of events.

9. Each year the Friends shall apply for a blanket mass gathering permit, which will permit their programming for the duration of that year, subject to the terms and conditions of that permit. This MOU does not prevent or alter conditions of approval that may be attached to any mass gathering permit. The mass gathering permit fee may be waived at the discretion of the Town Council.

10. The Friends may hold events with amplified sound with the following general guidelines: Events using amplified sound shall not start before 9am. All amplified sound events shall end by 10pm except as otherwise authorized by the Assistant Town Manager, or their designee. Sound volume shall be managed in accordance with Town Ordinances unless otherwise authorized by the Assistant Town Manager, or their designee.

11. Food trucks shall be allowed at Worumbo Waterfront in accordance with applicable provisions of the Town ordinance and Lisbon's Food Truck Rules and Regulations.

12. The Friends may pursue additional funds to support programming and amenities at Worumbo Waterfront including, but not limited to, capital improvement funds, grants, in-kind services, and donations. Upon the review and written consent of the Town, and subject to any additional terms upon which the parties may agree, the Friends may use such additional funds for improvements to or events at Worumbo.

13. The Town shall be responsible for the following Worumbo infrastructure maintenance and services: installation and upkeep of initial lighting, Installation/maintenance of electric service panel, snow removal, and vandalism to town property, water service.

14. The Friends shall be responsible for the following Worumbo infrastructure maintenance and services: mowing, installation of and improvements to waterfront facilities, tree and shrub landscaping and maintenance, trash and debris removal.

15. Finances- the Friends shall pay to the Town of Lisbon monthly expenses for electricity and water usage, billed quarterly. The electric amount will be less the cost of the safety lighting as determined by the initial 6 month usage.

16. Subject to the requirements of the Lisbon Town Ordinances, the Friends may place a lighted or digital sign in in the public lot area, agreed to by the Town and subject to any applicable ordinances, in order to provide the public with information about upcoming events, and activities.

17. Twice a year, Friends shall provide reporting to the Assistant Town Manager, or their designee. Once in April to provide an overview of the upcoming year and again in November to provide a summary of successes and challenges and financial P&L.

18. The entire Waterfront space is Town of Lisbon property and will remain insured as such. Prior to the execution of this MOU, the Friends will procure and maintain occurrence-based Automobile Liability Insurance and General Liability Insurance coverage and coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the Town as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Town. Prior to the execution of this MOU, the Friends will provide the City and thereafter maintain a certificate of insurance evidencing such coverage, which certificate shall guarantee thirty days' notice to the Town of termination of insurance from the insurance provider or agent. The Friends shall also provide a copy of any endorsement naming the Town as additional insured. A Certificate which merely has a box checked under "Add Insr," or the like, will not be acceptable. The Workers' Compensation insurance shall include an endorsement

waiving all rights of subrogation against the Town of Lisbon, its officers or employees. To the fullest extent permitted by law, the Friends shall defend, indemnify and hold harmless the Town, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from any activities conducted under this MOU, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use therefrom.

19. Out of concern for the public, Town employees and Friends employees, all activities or events performed hereunder shall be in conformance with pertinent OSHA, local, state and federal government laws, rules and regulations.

20. The Town designates the Assistant Town Manager, or their designee, and the Friends designate their Executive Director as the primary contacts for all matters related to this Memorandum of Understanding.

21. Either party may terminate this MOU with or without cause with 30 days written notice to the other party. Such notice shall be deemed complete if emailed to the addresses set forth above.

22. This MOU represents the entire agreement between the Friends and the Town and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations and/or representations. This MOU may not be modified except in writing executed by the Friends and the Town.

23. This MOU may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

Recommendation

Approve the MOU as presented.

Agenda Item 2023 – 13

The Economic Development Director will present the recommendations from the RLF committee regarding the Main St Grant 2022 to the council in executive session on January 17th for immediate approval.

Recommendation

Approve the recommendations of the Revolving Loan Fund Committee for immediate approval of the Main Street grants in order to include them in the next warrant.

Agenda Item 2023 – 14

Amendments to Chapter 70 Zoning Ordinance, Section 70-614 Building & Property Maintenance Standards – *Second Reading*. These amendments bring these sections in line with the State statutes.

Recommendation

To adopt the amendments to Chapter 70 Zoning Ordinance, Section 70-614 Building & Property Maintenance Standards.

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

Agenda Item 2023 – 15 & 16

Re-appointment to the LDC and new appointment to the Water Commission to fill the vacancy left by a recent resignation.

Recommendation

Appoint the candidates presented.



Town of Lisbon

Town Council
Christine Cain
Don Fellows
Jo-Jean Keller
Fern Larochelle, Jr.
Mark Lunt
Harry Moore, Jr. *Chair*
Ray Robishaw *Vice Chair*

EMPLOYEE SERVICE AWARDS

The Lisbon Town Council recognizes employees for their years of service and presents them with certificates in appreciation as follows:

5-YEAR SERVICE AWARDS – *Certificates will be presented to recipients by Department Heads*

Parks & Recreation Department

Seth Tapley, *Camp Counselor*
Emma Tapley, *Camp Counselor*
Anna Willey, *Camp Counselor*
Michelle Leeman, *After School Program*

Police Department

Christine McFadden, *Part time Administrative Assistant*
Cathy Roy, *Communications Center Dispatcher*

Boards & Committees

Jesse Zack, *Board of Appeals*
William Kuhl, *Planning Board*

The Council Chair will present the remaining Awards

10-YEAR SERVICE AWARDS

Parks & Recreation Department

Karen Durisko, *Program Supervisor*

Police Department

Glen Brushwein, *Reserve Officer*

Fire Department

DJ Judd, *Call Firefighter*
Jared Blake, *Call Firefighter*

15-YEAR SERVICE AWARDS

Parks & Recreation Department

Aline Strout, *Senior Coordinator*

Police Department

Andrea Tapley, *Police Administrative Assistant*

Boards & Committees

Fern Larochelle, *Town Council*

20-YEAR SERVICE AWARDS

Police Department

Renee Bernard, *Patrol Officer & School Resource Officer*

25-YEAR SERVICE AWARD

Town Clerk's Office

Gwen Michel, *Election Clerk & Assistant Registrar*

35-YEAR SERVICE AWARD

Library

Diane Nadeau, *Library Director*

23-540



TOWN OF LISBON

300 Lisbon Street, Lisbon, ME 04250

Lisa M. Ward, Town Clerk

Lisa Smith, Deputy Clerk

PUBLIC HEARING

Notice is hereby given that the Lisbon Town Council intends to hold a Public Hearing on January 17, 2023 at 7:00 PM in the Town Office Public Meeting Room to hear comments on the following:

Renewal Medical Marijuana Registered Caregiver Retail Store for:

BBB Pharmaceutical Alternatives, LLC

385 Lisbon Street,

Lisbon, Me 04250

Renewal Liquor License & Special Entertainment Permit for Railroad

Restaurant & Pub

695 Lisbon Street

Lisbon Falls, ME

Renewal Special Entertainment Permit for Olive Pit Brewing Co, LLC

16 Main Street

Lisbon Falls, Maine 04252

In addition to hear comments on:

Amendments to Chapter 70 Zoning Ordinance, Section 70-614

Building & Property Maintenance Standards

The public is invited to attend.

Lisa M. Ward, 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: 1/13/23

John E. Kelly
Constable, Town of Lisbon

Agenda Date: 01/17/2023

Date	Brenda Martin	Municipal Accts Payable	
1/3/2023	12292022	\$	4,205.75
1/4/2023	1032023	\$	4,205.75
1/9/2023	01062023	\$	7,356.00
		\$	15,767.50

Date	Tiffany Hurd	Municipal Payroll Warrants	
1/11/2023	230112	\$	167,348.94
1/11/2023	2301W1	\$	18,853.54
		\$	186,202.48

Date	Louise Levesque	School Accts Payable	
1/12/2023	2315		\$135,175.03

Date	Eva Huston	School Payroll Warrants	
1/10/2023	1088	\$	261,247.05
1/10/2023	1089	\$	108,396.23
1/10/2023	1090	\$	763.39
1/10/2023	1091	\$	151.63
1/10/2023	1092	\$	21,083.58
1/10/2023	1093	\$	269.48
1/10/2023	1094	\$	805.23
		\$	392,716.59

MARIJUANA BUSINESS RENEWAL APPLICATION

ITEM 2023-10 F

Town of Lisbon, Maine

MEDICAL MARIJUANA ESTABLISHMENT

✓ Retail Store	\$ 250.00
Dispensary	\$ 250.00
Manufacturing/Cultivation	\$ 250.00
Testing Facility	\$ 250.00

ADULT USE MARIJUANA ESTABLISHMENT

Retail Store	\$ 5,000.00
Dispensary	\$ 5,000.00
Manufacturing/Cultivation	\$ 5,000.00
Testing Facility	\$ 10,000.00

All application and permit/licensing fees are non-refundable.

1. Business Name: BBB Pharmaceutical Alternatives

Location: 385 LISBON ST Business Phone: 2074074411

Mailing Address: PO Box 806 LISBON ME 04250

2. Owner: CHRISTOPHER BRUNELLE Home Phone: 2072401191

Owner's Home Address: 328 LISBON ST LISBON ME 04250

Has your residence changed since your most recent Marijuana Establishment License was approved? NO

3. For additional officers, partners, directors, stockholders, staff members or other participants, please attach a list on a separate piece of paper including for each:

- Name
- Date of Birth
- Phone Number
- Address

4. Have you been denied an application for an adult use or medical marijuana license by another jurisdiction? NO
If yes, explain on a separate sheet and attach to this application.

5. Have you had an adult use or medical marijuana license suspended or revoked by another jurisdiction? NO
If yes, explain on a separate sheet and attach to this application.

6. Have you or any officer, partner, director, stockholder or staff member ever been convicted of any violation of the law, other than minor traffic violations, in a Federal, State or other Court? NO
If yes, complete the following:

Name: _____	Date of Conviction: _____
Location: _____	Offense: _____
Disposition: _____ (Attach additional pages if needed.)	

Are there additional Federal, State or Local permits or approvals required? If Yes, please List: NO

MARIJUANA BUSINESS RENEWAL APPLICATION

Town of Lisbon, Maine

Are there any changes to the documents listed below since you last filed for this License:

Yes

No

1. Lease agreement: Current lease agreement from _____ to _____.
MM/DD/YYYY MM/DD/YYYY
2. Operation Plan
3. Odor and Ventilation Plan.....
4. Security Plan.....
5. Sketch of premises/interior/exterior layouts.
6. Site Plan for grow area (cultivation facilities, if applicable)
7. Change of ownership/name of business.....

If any of the above information has changed, please attach the updated information to this application.

Renewals are issued one year from date of issuance after the application is completed with the required updated documentation, including but not limited to:

- ✓ A copy of applicant's State Marijuana License/Permit
- ✓ Copies of Valid State Registry Identification Cards
- Updated list of all new equipment, parts or inventory, if applicable
- Copies of all interior/exterior changes to the premises, if applicable

I, (Name) CHRISTOPHER BRUNELLE (Title) OWNER, am authorized to sign on behalf of said business, and further declare that the foregoing information is accurate and true to the best of my knowledge and belief, and hereby acknowledge and authorize a public records check. By signing this application, I also verify there have been no changes from the last Marijuana Application submitted within the past year. If any of the information has changed, I have attached the update to this renewal application.

Signature: C Brunelle Date: 12/2/22

The omission of facts or any misrepresentation of any of the information provided on this application shall be sufficient grounds for the refusal of a Marijuana Establishment License Renewal.

HEALTH OFFICER INSPECTION

Business Name: BBB Pharmaceutical Alternatives

The health officer shall inspect the location or proposed location to determine whether all applicable ordinances relating to health and safety have been satisfied and shall report findings in writing to the town clerk.

Applicant must have a valid State of Maine Food License. State ID License No: _____

_____ If Yes, attached a copy of your STATE FOOD LICENSE to this application.

_____ IF NONE, date submitted: _____

Report all findings here

Dated: 12/29/22 Registered Caregiver Retail Store

Approved: YES NO

Dated: _____ Marijuana Testing Facility

Approved: YES NO

Dated: _____ Registered Dispensary

Approved: YES NO

Dated: _____ Manufacturing Facility

Approved: YES NO

Approved for categories above: 

Nate LeClair, Health Officer

Business Name: BBB Pharmaceutical Alternatives

FIRE CHIEF INSPECTION

The fire chief or his/her agent shall inspect the location or proposed location to determine if all town ordinances and any other applicable regulations concerning fire and safety have been satisfied and shall report findings in writing to the town clerk.

YES ☒ NO State Fire Marshall inspection has been completed.

YES ☒ NO Hazardous Chemicals to be used for processing

☒ Sprinklers required and in compliance.

Report all findings here _____

Dated: 12/29/22 Registered Caregiver Retail Store

Approved: ☒ YES ☐ NO

Dated: _____ Marijuana Testing Facility

Approved: YES ☐ NO ☐


Dated: _____ Registered Dispensary

Approved: YES ☐ NO ☐

Dated: _____ Manufacturing Facility

Approved: YES ☐ NO ☐

Approved for categories above: _____


Nate LeClair, Fire Chief

BUILDING INSPECTION – CODE ENFORCEMENT INSPECTION

FOR: BBB Pharmaceutical Alternatives

The building inspector shall verify that the premises at which the establishment will be located complies with all (*check those in compliance below*):

- ☒ Applicable Town Ordinances
- ☒ The Building Code
- ☒ Electrical Code
- ☒ Plumbing Code

○ *Security (check if complied with):*

- The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes automatic notification to the Lisbon Police Department.
- The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.
- The licensed premises shall have exterior spot lights with motion sensors covering the full perimeter of the building(s).

○ *Ventilation (check if complied with):*

- The licensed premises shall comply with all odor and air pollution standards established by ordinance.
- All medical marijuana establishments that cultivate, manufacture or extract marijuana shall have an odor mitigation system installed that has been approved by a Maine Licensed Engineer, indicating that the system will provide odor control sufficient to ensure that no odors are perceptible off the premises.

The code officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the town clerk.

Report all findings here: _____

Dated: 12/30/02 Registered Caregiver Retail Store

Approved: ☒ YES ☐ NO

Dated: _____ Marijuana Testing Facility

Approved: YES ☐ NO ☐

Dated: _____ Registered Dispensary

Approved: YES ☐ NO ☐

Dated: _____ Manufacturing Facility

Approved: YES ☐ NO ☐

Approved for categories above: _____

Mark Stambach
Mark Stambach, Code Enforcement Officer

LISBON - SPECIAL ENTERTAINMENT APPLICATION

License Type: ☐ \$100 Application Fee
☐ \$ 80 Advertisement Fee For First Time Liquor License Applicants Only

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

Name of Business: Olive Pit Brewing Co. LLC Business Phone: 207-407-4044
Location of Business: 16 Main St
Owner: Christine Cain
Home Phone: _____ Cell Phone: 505-298-0222
Email Address: ccain@olivepitbrewing.com
Owner's Home Address: 4 Faith St Lisbon Falls, ME 04252
Residence(s) for last five years: yes

List Applicant / Partners / Corporate Officers:

Name: <u>Christine Cain</u>	Name: _____	Name: _____
Address: <u>4 Faith St</u>	Address: _____	Address: _____
Town/State: <u>Lisbon, ME</u>	Town/State: _____	Town/State: _____
Birthdate: _____	Birthdate: _____	Birth date: _____

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

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

Does the establishment have a valid liquor license? yes If so, when does it expire? 12/7/23

I, Christine Cain (name), owner (title) ^{am}
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: C. Cain Date: 1/12/23



Town of Lisbon

Town Manager

Glenn Michalowski, MPA
gmichalowski@lisbonme.org
(207) 353-3000 Ext. 124

To: Department Heads
Cc: Melanie Alexander, Assistant Town Manager

From: Glenn Michalowski, Town Manager

Subject: Town Hall – Hours of Operation
Date: 1/5/23

Good morning,

Beginning February 1st, 2023, the regular town office hours will be Monday through Friday from 8:30 AM to 4:30 PM. The first Tuesday of each month, we will remain open until 6:30 PM. On the first Friday of the month, we will close at 2:00 PM.

This schedule is subject to council approval of the personnel policy changes at the January 17th meeting. If approved, all non-union town employees will be moving to an 8-hour workday with a paid 30-minute lunch.

If your department has different operational needs and wishes to deviate from the proposed schedule, please submit your proposed operational plan to me prior to January 13th. This will be kept on file and properly advertised to the public.

For other non-union town hall personnel, the department director can decide on a schedule based on the operational needs of the department. If you have any questions about logistics, please don't hesitate to reach out.

Regards,

Glenn Michalowski
Town Manager

**MEMORANDUM OF
UNDERSTANDING BETWEEN
Town of
Lisbon
AND
FRIENDS OF WORUMBO**

WHEREAS, the Town of Lisbon is a municipality under the laws of the State of Maine with principal location at 330 Lisbon St, Lisbon Maine 04250 ("the Town"); and

WHEREAS the "FRIENDS OF WORUMBO" ("Friends") is a subcommittee of Positive Change Lisbon and is a nonprofit corporation organized and existing under the laws of the State of Maine with a principal place of business in Lisbon; and

WHEREAS, the Worumbo Waterfront ("Worumbo"), located at 1 Canal St, Lisbon Maine, is an important public space in downtown Lisbon. "Worumbo Waterfront" does not include adjacent town public parking lot.

WHEREAS, the Town wishes to collaborate with the Friends to increase activity and vitality at Worumbo; and

WHEREAS, the Town supports the efforts of the Friends to act as non-profit stewards for Worumbo Waterfront, and

WHEREAS, the parties desire to document the terms and conditions of their collaboration with respect to the use of Worumbo in this memorandum of understanding ("MOU").

NOW THEREFORE, in consideration of the foregoing and the additional promises set forth herein, the Town and the Friends hereby agree as follows:

1. The term of this MOU will commence as of the date set forth below and will terminate three years thereafter, unless sooner terminated as set forth below.
2. The details of responsibilities, scheduling and maintenance shall be reviewed after year one, in November of 2023, and this MOU revised as applicable.
3. During the term of this MOU, the Friends shall have non-exclusive use of Worumbo in common with the Town of Lisbon and the general public.

4. The Friends may provide amenities for the park including, but not limited to, landscaping, chairs, tables, benches, umbrellas, and planters. Such amenities and their placement in Worumbo are subject to the Town's prior approval, which approval shall not be unreasonably withheld.
5. Safety –
 - The Friends shall design the landscaping in such a way as to prohibit high speed vehicle access to a crowd of people. Large rocks, bollards, fencing and/or columns will be used to ensure limited vehicle access, yet allow for emergency vehicles and food trucks to participate and access the space.
 - When events are held where attendance is expected to exceed 150 people, the Friends will provide, or will require the event coordinator to provide a crossing guard to maintain safe crossing of route 196 between Franks and the municipal parking lot.
 - In accordance with Town of Lisbon ordinances, Lisbon Police presence shall be required per chart in section Sec.10-353 unless alternative arrangements are made at the discretion of the Lisbon Chief of Police.
6. The Friends may offer programming at Worumbo Waterfront including but not limited to concerts, plays, dances, and movies. Such programs are subject to prior blanket approval, by the Assistant Town Manager, or their designee, within 5 business days, which approval shall not be unreasonably withheld. The Friends will coordinate their programming schedule with the Assistant Town Manager, or their designee, who will address any conflicts with other scheduled town events.
7. Events held by the Town on an annual recurring basis will be given priority for use of the Worumbo Waterfront. A list of "Town Event Dates" shall be provided to the Friends upon execution of this agreement and in subsequent years dates will be provided by November 1 of the previous year in order to allow for open scheduling of other dates. Any additional dates identified after November 1 will be at the availability and discretion of the Friends. Town of Lisbon events shall be managed by the Town and will not be the responsibility of the Friends unless otherwise agreed to.
8. When Town sponsored events occur, both organizations will cooperate in good faith as partners to assist each other in the planning or promotion of events.
9. Each year the Friends shall apply for a blanket mass gathering permit, which will permit their programming for the duration of that year, subject to the terms and conditions of that permit. This MOU does not

prevent or alter conditions of approval that may be attached to any mass gathering permit. The mass gathering permit fee may be waived at the discretion of the Town Council.

10. The Friends may hold events with amplified sound with the following general guidelines: Events using amplified sound shall not start before 9am. All amplified sound events shall end by 10pm except as otherwise authorized by the Assistant Town Manager, or their designee. Sound volume shall be managed in accordance with Town Ordinances unless otherwise authorized by the Assistant Town Manager, or their designee.
11. Food trucks shall be allowed at Worumbo Waterfront in accordance with applicable provisions of the Town ordinance and Lisbon's Food Truck Rules and Regulations.
12. The Friends may pursue additional funds to support programming and amenities at Worumbo Waterfront including, but not limited to, capital improvement funds, grants, in-kind services, and donations. Upon the review and written consent of the Town, and subject to any additional terms upon which the parties may agree, the Friends may use such additional funds for improvements to or events at Worumbo.
13. The Town shall be responsible for the following Worumbo infrastructure maintenance and services: installation and upkeep of initial lighting, Installation/maintenance of electric service panel, snow removal, and vandalism to town property, water service.
14. The Friends shall be responsible for the following Worumbo infrastructure maintenance and services: mowing, installation of and improvements to waterfront facilities, tree and shrub landscaping and maintenance, trash and debris removal.
15. Finances- the Friends shall pay to the Town of Lisbon monthly expenses for electricity and water usage, billed quarterly. The electric amount will be less the cost of the safety lighting as determined by the initial 6 month usage.
16. Subject to the requirements of the Lisbon Town Ordinances, the Friends may place a lighted or digital sign in in the public lot area, agreed to by the Town and subject to any applicable ordinances, in order to provide the public with information about upcoming events, and activities.
17. Twice a year, Friends shall provide reporting to the Assistant Town Manager, or their designee. Once in April to provide an overview of the upcoming year and again in November to provide a summary of successes and challenges and financial P&L.

18. The entire Waterfront space is Town of Lisbon property and will remain insured as such. Prior to the execution of this MOU, the Friends will procure and maintain occurrence-based Automobile Liability Insurance and General Liability Insurance coverage and coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the Town as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Town. Prior to the execution of this MOU, the Friends will provide the City and thereafter maintain a certificate of insurance evidencing such coverage, which certificate shall guarantee thirty days' notice to the Town of termination of insurance from the insurance provider or agent. The Friends shall also provide a copy of any endorsement naming the Town as additional insured. A Certificate which merely has a box checked under "Add Insr," or the like, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the Town of Lisbon, its officers or employees. To the fullest extent permitted by law, the Friends shall defend, indemnify and hold harmless the Town, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from any activities conducted under this MOU, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use therefrom.
19. Out of concern for the public, Town employees and Friends employees, all activities or events performed hereunder shall be in conformance with pertinent OSHA, local, state and federal government laws, rules and regulations.
20. The Town designates the Assistant Town Manager, or their designee, and the Friends designate their Executive Director as the primary contacts for all matters related to this Memorandum of Understanding.
21. Either party may terminate this MOU with or without cause with 30 days written notice to the other party. Such notice shall be deemed

complete if emailed to the addresses set forth above.

22. This MOU represents the entire agreement between the Friends and the Town and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations and/or representations. This MOU may not be modified except in writing executed by the Friends and the Town.
23. This MOU may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

Seen and Agreed to this _____ day of _____, 2023

Town Of Lisbon

FRIENDS OF WORUMBO

Glenn Michalowski, Town manager

Friends of Worumbo, Its President

WITNESS

WITNESS



Town of Lisbon

Ross H. Cunningham, Director
Office of Economic and Community Development

Town Council

Fern Larochelle, Chair
Harry Moore Jr., Vice Chair
Don Fellows
Mark Lunt
Christine Cain
Raymond Robishaw
Jo-Jean Keller

To: Glenn Michalowski, Town Manager

From: Ross Cunningham, Director, ECD

Date: 1/11/23

It is my intention to present the recommendations from the RLF committee regarding the Main St Grant 2022 to the council in executive session on January 17th for immediate approval to allow for inclusion of these funds in the next warrant.

Staff recommends support for these recommendations.

Respectfully,

Ross H. Cunningham

Sec. 70-614. Building and property maintenance standards.

- (a) *Generally.* The appearance of the Town of Lisbon as an attractive, well kept, safe and clean community is essential to the economic health of its businesses and to the corresponding employment opportunities for its residents. The purpose of this section is to set a minimum standard for the maintenance of the grounds, buildings and structures on individual properties in order to protect public health, public safety, property values and to prevent nuisance conditions.

- (b) *Definitions.*

Abandoned buildings—Mobile homes—Structures. See subsection (f).

Building means a structure designed or intended for the shelter or protection of persons, animals, chattels or property (as initially defined in section 70-1 of this ordinance).

Casualty damage means any unforeseeable, unintended accident affecting a property.

CEO is an acronym meaning the Code Enforcement Officer for the Town of Lisbon.

Components means all electrical, gas, oil and other similar type accessories/attachments to the grounds, structures or buildings.

Dangerous buildings (includes structures). See subsection (e).

Grounds means the part of a property not covered by buildings or structures, including but not limited to driveways, pathways, flowers, trees and lawns.

Property means any lot, plot, or parcel of land including all buildings and structures.

Structure means anything built for the support, shelter or enclosure of persons, animals, goods or property of any kind, together with anything constructed or erected, the use of which requires a fixed location on or in the ground or attachment to something on or in the ground. The term excludes paved drives, streets, walks, patios and the like, septic systems, utility poles and fences. The term includes items regardless of the temporary nature of the construction such as decks and satellite dishes (as initially defined in section 70-1 of this ordinance).

- (c) *References.* This section was established from the guidance taken in these Maine Revised Statutes. Other sources may have been used but are not specifically mentioned here.

- (1) ~~17 M.R.S.A. Title 17 M.R.S. § 2707-2851~~ — 2859 — ~~Crimes/nuisances (includes §§ 2851—2859 — Dangerous buildings);~~
- (2) ~~Title 30-A M.R.S. 30-A M.R.S.A. § 3106A~~: Abandoned mobile homes;
- (3) ~~Title 30-A M.R.S. 30-A M.R.S.A. § 3106B~~: Abandoned properties;
- (4) ~~Title 30-A M.R.S. 30-A M.R.S.A. §§ 3751—3760~~: Junkyards and automobile graveyards;
- (5) ~~Title 30-A M.R.S. 30-A M.R.S.A. § 4452~~: Enforcement of land use laws and ordinances.

- (d) *Required maintenance.*

- (1) All grounds or parts thereof shall be maintained to prevent unsafe, unsanitary and/or nuisance conditions in accordance with ~~Title 17 M.R.S. 17 M.R.S.A. §§ 2707—2859~~ in order to avoid any adverse effect on the value of adjacent properties.
- (2) All grounds or parts thereof shall be maintained so as not to violate any requirements or conditions set forth in ~~Title 30-A M.R.S. 30-A M.R.S.A. §§ 3751—3760~~: Junkyards and automobile graveyards.
- (3) All buildings and structures and all parts thereof shall be maintained in a safe, sanitary and hazard free condition. All devices, safeguards, equipment and means of egress shall be kept in good working order.

The exterior of all premises and the condition of all buildings, structures and components thereon shall be maintained so as to preserve the safe condition of such and so that hazards to public health and safety are avoided.

- (e) *Dangerous buildings.* In accordance with ~~Title 17 M.R.S. 17 M.R.S.A.~~ § 2851, whenever the Town Councilors of the Town of Lisbon find that a building or structure or any portion thereof or any wharf, pier, pilings or any portion thereof that is or was located on or extending from land within the boundaries of the town as measured from low water mark, is structurally unsafe; unstable; unsanitary; constitutes a fire hazard¹ is unsuitable or improper for the use or occupancy to which it is put; a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment; or is otherwise dangerous to life or property, they may after notice and hearing on this matter adjudge the same to be a nuisance or dangerous and may make and record an order prescribing what disposal must be made of that building or structure. Specific requirements for declarations of dangerous buildings as identified in ~~Title 17 M.R.S. 17 M.R.S.A. §§~~ 2852—2859 shall apply.
- (1) Any building or structure partially or totally destroyed by fire, flooding or other causes shall be deemed a casualty (as determined by the code enforcement officer and or fire chief) and shall be made secure immediately. The same building or structure may also be designated a dangerous building and as such would be subject to the governing Maine state statutes as well.
 - (2) A permit for building/structure demolition or reconstruction shall be obtained within ninety (90) days from the date of fire or other such casualty. Work to either remove or restore all damaged building(s) or structures must begin no later than one year from the date of the casualty. Removal without planned restoration must begin within 180 days and be finished according to the schedule established by the demolition permit.
 - (3) If demolition is considered for any dangerous buildings or structures, the provisions set forth in subsection (g) shall apply.
- (f) *Abandoned buildings—Mobile homes—Structures.*
- (1) In accordance with ~~Title 30-A M.R.S. 30-A M.R.S.A. §§~~ 3106-A and 3106-B, the Town Councilors of the Town of Lisbon may regulate the care, maintenance and security of a mobile home or of property determined to be abandoned under provisions of those statutes if the responsible parties fail to address the property defects after notice and opportunity to comply. The town may recover its costs from the responsible parties.
 - (2) If demolition is considered for abandoned buildings, mobile homes or structures, the provisions set forth in subsection (g) shall apply.
- (g) *Demolition process—For all buildings—Structures—Mobile homes.* In the case of building demolition whether partial or total and whether because of casualty, or if such building, mobile home or structure has been officially declared a dangerous building, or for any other reason demolition is considered; the provisions listed in subsections (1)—(8) are applicable.
- (1) If reconstruction is not planned to commence within one year of the date of the casualty or planned demolition date for any other reasons, it must be so stated at the time of demolition permit application.
 - (2) Provisions must be made and so stated in the permit application to ensure all debris is removed or buried as lawfully allowed.
 - (3) The demolition must be completed such that the property is graded to existing land contours where structures formally stood. The footprints of all buildings and structures must no longer be visible.
 - (4) Current erosion and sediment control practices as established by the Maine Department of Environmental Protection must be followed in order to preclude erosion and sedimentation.

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- (5) If reconstruction is not planned to commence within a year of the date of the casualty or planned demolition date for any other reasons, these post demolition standards must be met within 180 days.
 - (6) If these requirements are not feasible due to an unforeseen condition, a waiver may be requested. The CEO shall award or deny waiver requests or defer to the planning board for its consideration.
 - (7) The town may recover its costs from any actions taken to ensure compliance with these standards.
 - (8) The time limits set forth in this section be deemed to commence and be applicable to any partial or total demolitions of buildings, mobile homes or structures that occur prior to or after the date of enactment.
- (h) *Enforcement, penalties and appeals.*
- (1) *Enforcement.* The Code Enforcement Officer of the Town of Lisbon shall be herein specifically authorized by the Councilors of the Town of Lisbon and shall enforce the provisions of this section. As with other enforcement matters, the CEO shall first seek voluntary cooperation from the alleged violator, allowing no more than sixty (60) days for the completion of corrective action. If complete and satisfactory correcting of the violation is not possible within the sixty (60) day allowance, such action shall be initiated in accordance with the provisions set forth in section 70-91—Informal adjustment of land use violations.
 - (2) *Penalties.* If a violation is not corrected within the time frame allowed the town shall pursue all remedies and relief available by law and/or in equity for land use ordinances, including without limitations the remedies and relief provided ~~Title 30-A M.R.S. 30-A M.R.S.A.~~ § 4452. The town shall retain all monetary penalties collected pursuant to enforcement of this section.
 - (3) *Appeals.* The alleged violator(s) may appeal the CEO's decision to the Zoning Board of Appeals of the Town of Lisbon for consideration. Appeals must be made in accordance with section 70-120(a) (Administrative appeals) and (d) (Informal adjustment agreement).

(C.M. of 5-3-2016, V. 2016-103)