



AGENDA
COUNCIL MEETING
MAY 19, 2020
LISBON TOWN OFFICE
7:00 P.M.

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

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
 - ___ Councilor Albert ___ Councilor Fellows ___ Councilor Ganong ___ Councilor Kolbe
 - ___ Councilor Larochelle ___ Councilor Lunt ___ Councilor WardTown Clerk reading of meeting rules
3. GOOD NEWS & RECOGNITION
4. PUBLIC HEARINGS
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. CONSENT AGENDA
 - 2020-90 ORDER
 - A. Municipal Accounts Payable – for \$ 30,235.01
 - B. Municipal Payroll Warrants – for \$
 - C. School Accounts Payable – for \$
 - D. School Payroll Warrants – for \$
 - E. Minutes of April 28, 2020 and May 5, 2020
 - F. Set Public Hearing on June 2 for Victualer's License for Antonio Briglio d/b/a Roadside Barbecue -73 Lisbon St
 - G. Set Public Hearing for June 2 for Special Entertainment Permit for Franks
 - H. Personnel Policy Amendment to Section 90-37- Holiday Schedule
7. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
 - 2020-91 ORDER – Audit Presentation
 - 2020-92 ORDER – James Carville d/b/a Riverside Flea Market – Itinerant Vendor/Outdoor Flea Market Permit
 - 2020-93 ORDER – COVID-19 Emergency Supplement Funding Grant
 - 2020-94 ORDER – Community Development Block Grant (CDBG) Housing Assistance Application
 - 2020-95 ORDER – Northern Border Regional Commission (NBRC) Infrastructure Grant Application
 - 2020-96 ORDER – Information Technology (IT) Services Agreement
 - 2020-97 ORDER – Purchasing Policy Discussion
 - 2020-98 ORDER – Worumbo Mill Site Rock Crushing Bid
 - 2020-99 ORDER – Itinerant Vendor License for MacDaddy's Mobile Cuisine, LLC
8. OTHER BUSINESS
 - A. Council Committee Reports:
 1. School (Councilor Albert)
 2. Planning Board (Councilor Fellows)
 3. LDC (Councilor Larochelle/Albert)
 4. Conservation Commission (Councilor Ward)
 5. Recreation (Councilor Albert)
 6. County Budget (Councilor Ward)
 7. Library (Councilor Lunt)
 8. Water Commission (Councilor Fellows)
 - B. Town Manager's Report
 - C. Department Head Written Reports
9. APPOINTMENTS
 - 2020-99 ORDER – Warden for July 14, 2020 Election – Rick Roberts
10. COUNCIL COMMUNICATIONS
11. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
12. EXECUTIVE SESSION
13. ADJOURNMENT
 - 2020-100 ORDER – To Adjourn

To comment on #5 Audience Participation For Agenda Items and #11 Audience Participation On New Items, email brichardson@lisbonme.org when the Chair opens Agenda Items during this meeting.

SUMMARY OF LISBON COUNCIL MEETING RULES

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

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

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



Town of Lisbon

Diane Barnes
Town Manager

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

MEMO

To: Town Council

From: Diane Barnes, Town Manager

Subject: Recommendations

Date: May 19, 2020

Consent Agenda Items 2020 – A to H

H. Personnel Policy Amendment to Section 90-37 – Holiday Schedule

On April 26, 2019, Governor Mills approved L.D. 179 that changes the Columbus Day holiday in the State of Maine to Indigenous Peoples Day. Approving the consent agenda authorizes amending the personnel policy from Columbus Day to Indigenous Peoples Day to comply with State law.

Agenda Item 2020 – 93 COVID-19 Emergency Supplement Funding Grant

The Police Department has the opportunity to apply for Federal funds through the 2020 Coronavirus Emergency Supplement Funding Grant. This grant was designed to assist law enforcement agencies attempting to address safety concerns directly related to the COVID-19 Pandemic and does not require any matching funds.

If approved by Council, the Police Department will apply for funding to purchase “Personal Protective Kits” that will protect our officers in any environment that we may encounter during the course of their duties. The kits are designed for law enforcement use, approved by the National Institute for Occupational Safety and Health (NIOSH), and include: protective masks with filters, a protective suit that can be worn on the outside of our officers uniform, rubber boots, and gloves. The kits are \$419.95 each, will not expire for ten years, and protect our officers in any chemical or biological environment in addition to a positive COVID-19 scenario. The total funding requested would be \$7,559.10.

The Police Department is requesting permission to apply for, accept, and spend any funding amount allotted through this grant process towards the above purchase.

Recommendation

Authorize the Town Manager to apply for a COVID-19 Emergency Supplement Funding Grant in the amount of \$7,559.00 and to accept and spend any funding amount allotted through this grant process towards the purchase of Personal Protective Kits.

Agenda Item 2020 – 94 Community Development Block Grant (CDBG) Housing Assistance Application

In April 2020, the Maine Department of Economic and Community Development’s Office of Community Development invited the Town of Lisbon to submit a Community Development Block Grant (CDBG)

application for the Housing Assistance (HA) program to support the creation of additional affordable housing units at the Farwell Mill by Realty Resources Management (RRM).

The CDBG Housing Assistance program does not allow private developers to directly apply for funding. CDBG guidelines require a municipality apply for funding and allows the municipality to designate a private developer as a sub-grantee to implement the project. Realty Resources Management will be the designated sub-grantee to the Town of Lisbon's proposed Housing Assistance application. RRM is in the development phase of a project to convert current commercial space at the Farwell Mill to 14 new affordable housing units and to complete necessary upgrades and routine maintenance to the property.

The Town's proposed Housing Assistance application totals \$1,000,000 to support RRM's development project, and the Office of Community Development may fund the full request or provide partial funding. Per correspondence with RRM, the Town's administrative role to complete the project will be determined during the Office of Community Development's Project Development phase based on the level of funding provided by the Office of Community Development and the Town will be reimbursed for relevant administrative costs to manage the grant.

To obtain funding to support affordable housing units for Lisbon residents at the Farwell Mill, the Economic Development Director is requesting Council authorize the Town Manager to submit a CDBG Housing Assistance grant for \$1,000,000 on behalf of designated sub-grantee Realty Resources Management. RRM will provide matching funds for the application and the Town will be reimbursed for relevant administrative costs. The deadline to submit the proposal is June 5, 2020.

Recommendation

Authorize the Town Manager to submit the Community Development Block Grant (CDBG) Housing Assistance Grant Application for \$1,000,000 on behalf of designated sub-grantee Realty Resources Management.

Agenda Item 2020 – 95

Northern Boarder Regional Commission (NBRC) Infrastructure Grant Application

Redeveloping the former Worumbo Mill parcel has been a priority for the Town of Lisbon for many years. In 2019, the Town purchased the former Worumbo Mill site that connects Main Street in Lisbon Falls with the Androscoggin River at the intersection of Maine Routes 196 and 125.

To help facilitate the Worumbo site redevelopment, the Lisbon Development Committee (LDC) has undertaken a site evaluation for potential uses and is developing a public visioning process to gather community input when social gatherings are again permitted. To build on the Town's investments in the Worumbo site, the Town submitted a letter of intent to the Northern Border Regional Commission (NBRC) in March of 2020 seeking Economic Infrastructure Investment Program (EIIP) grant funds. As a basis for the NBRC application a budget and workplan was prepared for the Worumbo Mill Site. The application features the creation of four development lots totaling 1.28 acres, green space with access to the Androscoggin River, and 110 new parking spaces.

NBRC's EIIP, however, is designed to spur economic development and use of NBRC funds at the level proposed would not be appropriate for green space and parking alone. Council need not endorse a final redevelopment site plan to apply for NBRC funding, but if the Town moves forward with the Worumbo project using NBRC funding, the result must be significant development on the buildable area of the site as depicted in the OA site plan.

NBRC's EIIP policies require applicants for projects located in Androscoggin County to contribute matching funds equal to 20 percent of the project. Based on the estimated project budget of \$1,010,000, the Town's matching contribution will equal \$202,000. Upcoming site investments managed by Public Works will equal

approximately \$52,000 and the remaining Town match will equal a cash investment of approximately \$150,000. The cash match is an appropriate use of the Town's Downtown Tax Increment Financing fund.

NBRC EIIP projects that receive funding must be completed within three years. Successful applications will receive notification of awards in summer 2020, allowing the Town until summer 2023 to complete site planning, design, and construction.

To obtain funding to significantly advance redevelopment of the Worumbo site and prepare the parcel for appropriate commercial and/or residential development, public green space, and +/- 110 new parking spaces, the Economic Development Director is requesting Council authorize the Town Manager to submit an application to NBRC for \$808,000 and to commit Town funds to contribute the in-kind and cash match of \$202,000. The deadline to submit the proposal is June 1, 2020.

Recommendation

Authorize the Town Manager to submit an NBRC Infrastructure Grant Application for \$808,000 and to commit Town funds to contribute the in-kind and cash match of \$202,000 for significantly advance redevelopment of the Worumbo site for appropriate commercial and/or residential development, public green space, and +/- 110 new parking spaces and to designate up to \$202,000 from the Downtown TIF for Lisbon's in-kind match.

Agenda Item 2020 – 96 Information Technology (IT) Service Agreement

The current IT Service Agreement was signed on October 6, 2016 with an effective date of October 31, 2016 between the Town of Lisbon and The IT Kings, Inc. DBA/Roundtable Technology. Since this time, there has been no increase in annual service fees and The IT Kings, Inc. have agreed to service the Town for another year at no additional cost per month. There is no loss in service between the current contract and the new proposed contract (Premier Managed Service Level). The primary difference between our current support agreement and Premier is that Cybersecurity is included in the Premier which is outlined in the new agreement. It is my recommendation that we sign a new contract with The IT Kings, Inc. for fiscal year beginning July 1, 2020.

Recommendation

Authorize the Town Manager to enter into an agreement with The IT Kings, Inc. for IT Services.

Agenda Item 2020 – 98 Worumbo Mill Site Rock Crushing Bid

Bids went out on May 07, 2020. Bids received were as follow:

1. Affordable Well Drilling, Inc.- \$20,000.00
2. St Laurent & Son - \$19,950.00

The Public Works Director recommends awarding the bid go to St Laurent & Son, due to the lower cost and all work performed will meet our specification needs. He recommends requesting all work be performed prior to the end of June 2020.

Recommendation

To award the Worumbo Mill Site Rock Crushing Bid to St. Laurent & Son in the amount of \$19,950.00 and that all work be performed prior to the end of June 2020.

Agenda Date: 05-19-2020

Date	Brenda Martin	Municipal Accts Payable
5/6/2020	# 562020	\$11,475.20
5/13/2020	#5132020	\$18,759.81
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		\$30,235.01

Date	Megan Lavigne	Municipal Payroll Warrants
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Date	Louise Levesque	School Accts Payable
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Date	Eva Huston	School Payroll Warrants
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TOWN COUNCIL MEETING MINUTES APRIL 28, 2020

Fern Larochelle 2020
Normand Albert, Vice Chair 2021
Kasie Kolbe 2021
Allen Ward, Chairman 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022

CALL TO ORDER. The Chairman, Allen Ward, called the meeting to order at 6:05 PM.

ROLL CALL. Members present were Councilors Ward, Kolbe, Lunt, Larochelle, Ganong (arrived at 6:03 PM), and Fellows. Councilor Albert was absent. Also present were Diane Barnes, Town Manager.

TEST FOR ZOOM MEETING

Councilor Ward welcomed everyone to the meeting. He recommended the Town Clerk read each item on the agenda followed by a recommended motion. He suggested reading the information in the Council memo for each item, too, followed by a discussion and a vote.

A. SOUND DISCUSSION & B. ALL VOTES TAKEN BY ROLL CALL

Councilor Fellows said one way would be to have everyone join the zoom meeting muted and that each Councilor react by raising their hand electronically. If not then each Councilor would have to remember to mute themselves separately. Councilor Ward said he has seen this done both ways. He said muting works well to keep the background noise down. Since there is little background noise, muting individually should work. Mr. Richardson said starting out with self-muting might work okay, but later it can be adjusted if needed.

Councilor Ward reminded Councilors when raising their hand to be sure to remember to take it down after being called upon to speak. Council discussed the chat feature. He said this passed the straight face test from the state level. This is an official record. He asked if this session was being recorded. Mr. Richardson said we were recording this on Town Hall Streams, but there is an option to back it up on the PC, too. Councilor Ward suggested meetings be backed up on the PC for now. If a file is requested we have the ability to get to it. Councilor Larochelle asked about who sees the chats. Councilor Ward indicated staff members who are expected to participate could participate this way because they will be on zoom. Councilor Larochelle asked if this meant just the councilors are participating or residents also. Councilor Ward said he believed that it would include everyone. Mr. Richardson said yes, it includes residents also. There would be no interjected comments, because the acknowledgement comes from that chat feature to be able to be recognized by the moderator and those kinds of chats would be directed to Mr. Richardson from the emails he receives.

Councilor Larochelle asked if the process would be that the Town Clerk reads the new item, the Chair runs through the item and describes what it is, and then for discussion, we move straight into the motion and second so the discussion happens and votes so this is how this plays out during the meeting. Councilor Ward said it might be best to have the Town Clerk read the item and motion, take the first, take the second for discussion, and whoever does the presentation does that, and then the Council votes on it. Councilor Larochelle said it would be nice once the Town Clerk reads the item and motion to have the Town Manager give Council a quick overview of it, which could be our standard practice so Councilors will know what the background is before Council begins to ask questions. Mrs. Barnes said yes, that she would read those summaries, which should cut down on the time it takes to vet each item. She explained that some items have been moved to the consent agenda section and those will have explanations as well in the Council Memo. She encouraged Councilors to read that thoroughly. For instance, the RHR letter of engagement is a renewal item with no changes, so things like that you can find there to save time. It is a long agenda because it has been six weeks since the Council held a meeting. Packets will be ready for pick up on Friday. Councilor Larochelle suggested Councilors reach out to the Town Manager or Chair with questions if they have any on the consent agenda.

Councilor Ward wanted to know what the format would be for the budget discussion. The Town Clerk indicated the workshop dates have all passed so now the Council would be discussing the changes. Councilor Ward said, basically this would be a discussion on the shopping list of those items we have been compiling or discussed through this process. Mrs. Barnes said she has been keeping a list. She said the Council would not have to do that this soon and that Council could wait until the end of May when Council would have a better idea about what the revenues will be. It is difficult right now to figure out what the revenues will be for the upcoming year. Councilor Ward said he would like to put on record where we started with the budget and where it is at right now. He said he has heard different ideas on wage increases, different fixes for solid waste, and if Council is going to do anything with the budget we should have some discussion to find out where each Councilor is at on some of these topics and where we want to be. Mrs. Barnes said there is no increase in tipping fees, because we moved the hauling fees down into the tipping fees line, because it is all one bill now. She reported the hauling fees were \$10,000 and the rest is household trash and composting. Mrs. Barnes confirmed that Council would be doing a recap on the budget about where they started and where they are right now. Councilor Ward said, along with highlighting the list of things we learned. He recommended holding off until the last possible moment to adopt it.

Councilor Larochelle asked if Mrs. Barnes could do a budget overview on where we started, plus cover things she has concerns about (revenues and uncontrollable expenses) and why we regrouped to look at some budget items when this COVID-19 situation came up so the general public or media who may be watching, will know what direction the Council and Town Manager are going in to make this the most efficient budget possible. Councilor Ward asked the Town Manager to hit upon the key things in the budget, like x-amount is payroll and benefits, and the emphasis for this budget, which is maintaining what we have and not adding any new projects. The public could benefit from this information too.

Councilor Kolbe reported Senator Timberlake indicated the State of Maine is looking at a billion dollar shortfall and before they left their session they had set their mil rate for the schools knowing now where they are at financially, but they are not sure if that mil rate will actually have to be reduced or not at this point. Councilor Fellows pointed out the state is in the same situation as the town working with reduced revenues.

Councilor Ward said he and Councilor Albert reached out to the School Department to see if they could also work towards attaining as close to flat as possible for their budget as well. He said Mrs. Austin did not disagree; he is hopeful in the next two weeks they will also be able to make changes in their direction prior to the public hearing date on the school budget.

Councilor Ward indicated he would like to take Senator Timberlake up on his offer and join us at 6:00 PM if he is available. Councilor Kolbe will send him an offer.

C. DISCUSS PUBLIC HEARINGS & DISCUSS EMAIL RESPONSES

Councilor Ward said it could be a little difficult reading emails during the meeting so he preferred emails be sent to him prior to the meeting when possible. He suggested just Mr. Richardson's email be used because he will be moderating the meeting anyway. Councilor Larochelle asked if individuals could text in a question. Councilor Ward said it would be better to text those to him. Mrs. Barnes said public hearings would be pushed off until June if possible so we may not have to deal with that. Councilor Ganong suggested another source for participation instead of texts using another application that someone else could monitor in real time as people ask questions and so forth. Mr. Richardson said the way this has been organized so far is that to air on the side of caution is that the invitation only goes out to Councilors and to participating staff members who would be participating. Mrs. Barnes said the public will have to go to the Town Hall Live Video Streams so we will have to post a notice on our website to let the public know how to participate by email, plus it will also be on our agenda. Councilor Ward recommended Mr. Richardson use the email address instead of his name on the screen so the public can see it during the meeting, too.

D. OPENING UP – DISCUSSION

Mrs. Barnes reported she has ordered plexus glass for the Excise/Tax Counter, Town Clerk Counter, and Assessing Counter. She said we have to develop a plan to outline the safety measures that we will be using to open back up, which Augusta has to approve, and then Augusta issues a badge that goes on our front door. The quote includes

installation for \$2,000. No more than 50 individuals can gather in July and August, but to that point, Lisbon may not be able to hold its Moxie Festival. The Governor indicated she did not see how anyone could hold a festival in Maine this year. Councilor Ward said this item is on next week's agenda. Councilor Larochelle said the Council might want to consider a temporary hold on any mass gathering permits throughout this situation for the summer months. He recommended the Council vote on this so staff could inform those applicants that Lisbon is not allowing those types of events this summer based upon the State of Maine's recommendations. Councilor Ward said flea markets and the festival both fall into that category. Councilor Larochelle mentioned the Memorial Day Parade had been cancelled, but wondered if there was something else the town could do. Councilor Fellows pointed out the Moxie Congress group wants an answer, too, regarding the festival. He said this issue has pretty much already been decided.

Councilor Kolbe asked about the children's summer programs. Mrs. Barnes said Mr. Stevens would be meeting with the Superintendent to discuss the use of their facilities to accommodate only 50 in one space at a time to meet those guidelines. There are a lot more than 50 children typically enrolled in those programs. Councilor Ward mentioned there is a 75% reimbursement expected from the federal level for COVID-19 expenses, like screenings, trainings, hardware, as long as it is related to this situation.

ADJOURNMENT

VOTE (2020-69) Councilor Lunt, seconded by Councilor Kolbe moved to adjourn at 6:59 PM.

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

Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved: May 19, 2020



**TOWN COUNCIL
ZOOM WORKSHOP &
MEETING MINUTES
MAY 5, 2020**

Fern Larochelle 2020
Normand Albert, Vice Chair 2021
Kasie Kolbe 2021
Allen Ward, Chairman 2021
Mark Lunt 2022
Donald Fellows 2022
Jeffrey Ganong 2022

CALL TO ORDER. The Chairman, Allen Ward, called the workshop part of the zoom meeting to order at 6:10 PM. The chair led the pledge of allegiance to the flag at 7:10 PM when the workshop ended.

ROLL CALL. Members present were Councilors Ward, Albert, Kolbe, Lunt, Larochelle, Ganong, and Fellows. Also present were Diane Barnes, Town Manager; Steve Aievoli, Sewer Superintendent;

WORKSHOP – MUNICIPAL BUDGET

Mrs. Barnes reported on March 19 she presented a flat budget matching potential revenues with a total increase of \$181,897.00. She said now that revenues will potentially not be the same as last year, which will affect how we do the commitment this year, town department heads were asked to eliminate some items in their budgets or defer these items in their budget for at least one year at this point. She said her proposal is that any vacant positions we currently have not be filled for one year. She indicated at this point in time, without the property & casualty insurance information, cuts from multiple departments totaled \$548,653.00. With that figure applied to the original increase of \$181,897.00 would mean the municipal side would have a revised budget reduction of \$366,103.00.

Mrs. Barnes mentioned she had no idea what estimates to use for excise tax revenues now. She reported expiration dates have been extended and the town is not receiving the normal amount of excise tax right now that it would typically get. She indicated she conservatively budgeted a \$200,000 decrease with a 40% reduction in state revenue sharing and a 40% reduction in funding for roads for the FY21 projections. That means \$124,000 decrease in revenue sharing for the FY21 projection and for roads it would mean approximately a \$40,000 decrease. Those reductions total \$364,000.00, which wipes out the \$366,103.00 in cuts and still presents a flat budget for FY21.

Mrs. Barnes said the list of proposed cuts were emailed to Councilors today. She reported on the Waste Water Treatment Plant side there is a reduction of \$22,360.00. Councilor Fellows pointed out this looks like a 5 or 5½ % decrease overall from last year. However, with the school's increase, Lisbon will still be looking at an increase, which could present a considerable problem. Mrs. Barnes pointed out that Lisbon would not be getting the full \$25,000 for homestead this year because we are not at 100% and we will not be doing any increases to land or buildings this year.

Councilor Larochelle reported that the Chair reached out to the Town Manager to ask her to look at maintaining services and keeping everyone employed at this time without reducing services; that is not going to be easy. He said some departments had to sacrifice some items they were really hoping to gain. He said thank you for putting that forward because retaining our current employees is important.

Councilor Ward said one key point is postponing filling positions now vacant to avoid furloughs. Public Works has a vacant mechanic position, a vacant police officer position due to an internal promotion, and a vacant position coming up in the Recreation Department due to a retirement in August, which comes to a total \$266,000 in cuts in personnel costs, which is part of the \$548,653.00. Other cuts include a \$17,000 reduction in CMP costs, and the \$60,000 CMP reimbursement amount is still being reviewed by CMP.

Councilor Larochelle pointed out the savings of approximately \$15,000-\$20,000 that Lisbon will be getting from lower fuel costs that the Town Manager was able to secure earlier this year. Mrs. Barnes mentioned the Town Planner line was \$20,000 and will now become \$10,000 with the idea it would continue on an as needed basis only. She said she decreased legal fees and the software and services line. She recommended abatements be funded through overlay.

Councilor Ward said he could tell this was a group effort. He said he appreciated everyone's help on this number to be able to come in with a flat budget and not sacrifice the replacement plan. He said next year probably will not be any less complicated and Lisbon may need another TAN.

Councilor Ward asked Councilors where they were at on pay increases for the coming year. That figure had been presented to Council. Councilor Larochelle said this will be quite a large challenge with the state of the current economy, but once this situation passes, the economy should be working well again so at the end of the day it should still be relevant so we should still be looking at those same numbers going forward. Councilor Fellows said to curtail those things puts Lisbon behind the 8-ball, not to mention the affect it could have on morale, so we should go forward as planned to help retain employees.

Councilor Ward said he has not heard anything from anybody at present to be able to reduce what we have for the projected increase for the coming year. He said he would like to tackle the next piece, which we know are those key positions that are higher than the established raises. He pointed out there were new positions in our organization that work towards our goal that we want to ensure they feel valued to be able to retain them as key staff. He pointed out a pressure on a department that is clearly demonstrated in this budget that has not kept pace with what is currently going on. He said we know Council relies heavily upon the Town Clerk's office, for instance, which had a full time staff of two at one time, which we have not yet been able to get back to. He said he did not want to out a specific position, should he disagree with it, because this played out very poorly with the commissioners at the county level, but it is a perfect example right now of the pressures here and the reality we must deal with in this budget.

Councilor Albert said it is hard to see salary increases built into a budget when we are cutting in other areas. He said he did not know how this would play out. He said he wanted to ensure that our staff feels valued and that we are being competitive. We have to keep the door open. This is something that we are going to try to work with and continue to work on right now. He said we may have to revisit this but this is not hard and fast.

Councilor Fellows said he agreed with Councilor Ward that next year would be different too and that there were possible other choices to make, but if we deviate too from our plan this year, we put ourselves in jeopardy. Councilor Ward pointed out that he was not speaking specifically about any one position and reported there were six positions for the record in that regard.

Councilor Ward asked about roads. Councilor Larochelle said patching only goes so far and if we make cuts here we will have to do twice as much next year. Mr. Cyr reported lower oil and petroleum prices did not mean a reduction in the production of the fresh product, because the cost of production is what drives the price. He indicated it could take a cycle or whole year to see better pricing on production, because in reality the cost of the liquid is a very small part of this process. He said there were no projects left over from last year and by May 18 all of the projects on the table this year will be completed.

Councilor Ward recommended the Council approve Mr. Cyr going out to bid as soon as possible for next year's projects when ready. He said contractors are looking to see how municipalities are handling this, because they are in the same position the town is in. They want to retain their staff and they want to know what contracts they have to work with. He said he hoped Lisbon would be able to get bids in like last year to be able to get what the town needs done.

Councilor Ward noted for the record that Senator Timberlake was not present tonight. Councilor Kolbe reported Senator Timberlake told her the State of Maine was looking at a \$1 Billion dollar shortfall and that the legislature set the school's mil rate before they left for the summer; however, he expected they would revisit this issue when they reconvened. Councilor Ward said the list of projects the Public Works Director presented is huge and that he would like to increase that \$475,000 this year to do more if possible.

Councilor Albert said he spoke briefly with School Committee Chairman Austin who reported they were also looking at reductions. She indicated they were down 7% to date. He said she is aware of what her task is. He told her the municipal side was able to cut a half a million so far. Mrs. Austin explained to him that she has been receiving comments like; if the children are not in school then the school should be saving money. She said, however, there are many additional expenses related to this COVID-19 situation that the School Department must pay for without even knowing whether there will be reimbursements.

Councilor Albert requested the School Committee Chair present as close to a flat school budget as possible, looking at only needs. He said there were additional expenses for meals since the COVID-19 situation. He said this debt they typically carryforward, but the School is getting a little help from one downtown business, Maggie Oliver at EastCraeft, who has been selling products to help offset that debt. He explained why more children are eligible and receiving food, which the state has mandated towns provide. Although reimbursable, it comes out now so we have to take on that expense today. He reported the School Committee is hoping to cover some of the \$80,000 in unexpected boiler repairs this year as well so next year the boiler amount might only be \$50,000 left to pay.

Councilor Larochelle said he would like to see the children stay connected; that is important. Councilor Albert said the School Committee has nicely balanced the staff, budget, and are doing a fantastic job.

Councilor Ward said he would like to open the floor to discuss filling the vacant recreation position that Mr. Stevens would like to advocate for and discuss the rental agreement since the two items are related. Councilor Ward said knowing the overtime is about 5 hours a week and the rental income has always been a push that he would like to float the idea of rather than a salary increase for specific duties, we do a stipend instead in conjunction with his rental agreement. In that regard this will be somewhere in the neighborhood of \$6,000 in overtime and \$4,800 in rental payments, which could be used to offset each other. He said, in his opinion, this might be a factor for inclusion when completing the rental agreement.

Councilor Albert said this is the first time he has heard anything about a stipend. He said he thought Council would be talking about Mr. Stevens taking over that piece. Councilor Ward said the overtime piece had been dealt with separately, because it was contributed to an hourly position, but the park duties behind that position will still be necessary.

Mrs. Barnes said the public hearing would be June 16 and June 23 is when the Council adopts the budget. Mr. Stevens said the Town Manager has been supportive discussing the administrative assistant position, that Cherie has been in this position for 10 years, and that because of Cherie our collections have increased. She was responsible for getting out invoices on time, getting program flyers out, collecting fees, and tracking down payments. He said this position is critical to the success of the program. She will be here until August, which will be through our busy time this summer. However, when things pick back up in the spring it would be extremely important to have that position back to handle calls and the public. He encouraged the Council to consider keeping a 20-hour position for the first year, or at least $\frac{3}{4}$ or full time before the busy season next spring. He said they could have 250 children participating in programs this summer. He said he arranged with the School Department to use their facility to help break the children into smaller groups to meet the state's guidelines for opening.

Councilor Albert pointed out that the Recreation Department would have Cherie until August, meaning she will be there for this upcoming busy season, acknowledging that there are some fall sports programs. He asked if there was a slower period anytime. Mr. Stevens said yes, during the winter. He said some restructuring has taken place to help with the transition, but it gets busy again in April and May. He said the new Assistant Director would absorb the programming part of the administrative assistant position, along with succession planning for filling Mr. Steven's position after he retires. Mr. Stevens said a maintenance position would be taking over some of the outdoor activities, like Winterfest.

Mrs. Barnes said the recommendation was to not fill vacant positions to avoid layoffs down the road. Councilor Albert asked if a part-timer could work with some additional budget cuts. Mrs. Barnes mentioned that for one year a part-time person can work; its \$25,000 to \$30,000 for full time benefits. Councilor Ward asked if the Town Manager's intentions would be to defer this for one year. Mrs. Barnes replied, yes. Councilor Ward pointed out that with the savings from the vacant full time position from August to April perhaps a full time person could start next spring.

Council Albert requested the Council do the pledge as we transition into the regular agenda items. The Chair led the pledge to the flag at 7:11 PM.

GOOD NEWS & RECOGNITION

PROCLAMATION FOR KIDS TO PARKS DAY

VOTE (2020-71) Councilor Kolbe, seconded by Councilor Larochelle moved to adopt the following Proclamation:

WHEREAS, May 16, 2020, is the tenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, We, the Town Council of Lisbon do hereby proclaim May 16, 2020, as Kids to Parks Day.

ACKNOWLEDGING, This year this group has embraced a new idea to "Bring Parks to Kids Day" due to the COVID-19 situation where children were asked to stay home.

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

PUBLIC HEARINGS - NONE

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

After waiting the required time to check emails, seeing none, the Council continued.

CONSENT AGENDA

VOTE (2020-72) Councilor Larochelle, seconded by Councilor Kolbe moved to approve the following:

- A. Municipal Accounts Payables totaling \$ 685,985.43
- B. Municipal Payroll Warrants totaling \$133,457.76
- C. School Accounts Payable totaling \$122,807.94
- D. School Payroll Warrants totaling \$701,699.39
- E. Minutes of March 17, 2020
- F. Appoint Election Clerks Per 21-A Section 503-A (3) as presented
- G. Set the Public Hearing on June 2 for Peter Pesce d/b/a Pesce Maine Lobster
- H. Rescheduled the May 19 Public Hearing to June 2 for Ordinance Changes regarding Accessory Dwelling Units
- I. Authorization for the Town Manager to sign the RHR Smith Audit Engagement Letter for the Fiscal Year 2020 Annual Audit
- J. Approved the Addendum School Budget Validation Referendum Warrant and Timeline as presented and
- K. To change the Council Meeting date from July 14 to July 21 due to the July 14 Primary Election

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

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

WASTE WATER TREATMENT PLANT GENERATOR BID AWARD

INTRODUCTION: Steve Aievoli said in November of 2019, they were given permission to go out to bid for a generator. There were some unexpected delays. Bids were due March 26. He reported only one contractor attended the pre-bid meeting and we received only one bid from Electrical Systems of Maine to provide and install the generator at the Lisbon Wastewater Treatment Plant. This is about \$30,000 less than anticipated. Once the Council awards this bid the project will be put on hold until given the green light by the Town Manager. The timing is not known at this time due to the COVID-19 situation; however, we plan to notify Electrical Systems of Maine when things change.

COUNCILOR COMMENTS: Mrs. Barnes indicated there is a spending freeze going on right now. She said if Council awards this bid and they agree to put it off, then okay, but if they do not agree to put this off Lisbon should move forward with this project right now because this is a good price. Councilor Larochelle said we only have a limited opportunity to get projects like this done during the summer months in Maine. He said it appears Lisbon has had more power outages this past year than usual so he recommended we move forward with this project if possible. He explained this was an item that should be done sooner rather than later.

Mrs. Barnes said the only other project put on hold was Graziano Square, which Council will discuss later tonight, and the Worumbo Mill project, but there is a proposal to move forward with that also. Councilor Ward said he did not see an issue with moving this forward.

VOTE (2020-73) Councilor Kolbe, seconded by Councilor Fellows moved to award the Waste Water Treatment Plant Generator Bid to Electrical Systems of Maine in an amount not to exceed \$105,000.

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

AMEND VOTE 2019-140 USE OF UNASSIGNED FUND BALANCE

INTRODUCTION: There was an addition error to the Agenda Item 2019-140 Use of Unassigned Fund Balance. Below is a list of items that the Council assigned from the unassigned fund balance. Any unused balances would be returned to the unassigned fund balance for future use. To correct the grand total the Council needs to approve an additional \$10,000. Excerpt from the minutes:

13% of GF Operating Budget	\$272,000.00
FY 19 Overlay	<u>\$122,675.00</u>
	\$394,675.00
Town Clerk Records Restoration	\$10,000.00
Town Buildings: Pole Roof Over Entrance	\$31,700.00
Police Department Cruiser Reserve	\$22,000.00
Public Works: Skid Steer	\$50,000.00
Public Works: Wheeler Truck/Dump Body/Snow Attachments	\$220,358.00
Recreation Dept. Truck	\$20,000.00
Trash Trailer 50% of Cost	<u>\$50,000.00</u>
	\$394,058.00

VOTE (2020-74) Councilor Larochelle, seconded by Councilor Fellows moved to amend Vote 2019-140 ... the use of unassigned fund balance "*in the amount of \$394,058.00*" to "\$404,058.00," adding an additional \$10,000.00 to cover all the items listed.

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

SOLICIT BIDS FOR FISCAL YEAR 20-21 PUBLIC WORKS PROJECTS

INTRODUCTION: Due to unforeseen circumstances regarding COVID-19, the Public Works Director said he thought there might be a delay so he is requesting Lisbon send RFP's for paving, road striping, and the salt purchase at the earliest date possible.

- Paving RFP – As a result of discussions at the Town Council CIP meeting we request permission to develop an RFP for paving projects based on an anticipated budgeted amount of \$475,000.00. The RFP will clearly state bids will be awarded contingent on final budget adoption.

The following streets and roads are to be included as follows:

- Huston St from East Ave to the end
- Cross Street
- Pike Street
- Lawrence Street

- Bates Street
- Free St from Earle to High St
- Pine St from Maple to Oak St

- Autumn Street
- Frost Hill from Sunset to 196

In addition to paving, these projects need to go out to bid:

- Road Striping – We are requesting permission to advertise the annual Centerline and edge line road striping.
- Road Salt- Each year AVCOG advertises a joint purchase of road salt and Liquid Calcium/Magnesium Chloride RFP. The Public Works Director is requesting permission to have our estimated 3500 tons of salt included as part of this process.

COUNCILOR COMMENTS: Councilor Larochelle asked about striping sidewalks and if it would include striping down Davis Street to the trail. He suggested the sidewalk striping include, in addition to the two lines across the street, wide stripes between the two lines within the walkway to better define the space. Mr. Cyr said he had several miles less to stripe since MDOT will do Route 196 when they are done their project so he recommended doing Davis Street with much larger lines to designate the walking path down the side of Davis Street.

Councilor Fellows said for many years our crosswalks have been marked using two lines and that's going across. He said we could use a lot more definition on our crosswalks to make them more identifiable all over town and on the trail. He asked if it were possible to fill in between those lines with additional wider stripes. Mr. Cyr said he wanted to start filling in the lines this year, too.

VOTE (2020-75) Councilor Larochelle, seconded by Councilor Ganong moved to authorize the preparation of requests for proposals for paving, road striping, and road salt.

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

AUTHORIZATION TO REFINANCE THE QUALIFIED ENERGY CONSERVATION BOND (QECB) MUNICIPAL LEASE

INTRODUCTION: Mrs. Barnes reported Mrs. Tierney received a proposal dated April 7, 2020 for Council's consideration to refinance the current Qualified Energy Conservation Bond (QECB) lease purchase agreement with Androscoggin Bank. The original lease purchase agreement was financed by Androscoggin Bank on December 15, 2014 for equipment, related items and improvements associated with energy conservation. The original lease purchase agreement was for a term of 17 years with an interest rate of 5.63%. The QECB is split between the Town and the Sewer budgets as follows: 72% Town and 28% Sewer. The split between the Town and the Sewer budgets would remain the same with the refinance options.

All the terms of the original lease purchase agreement would remain the same regarding prepayment, collateral, type, legal opinion and intent.

Androscoggin Bank presented two Refinance Proposal options, Option A and Option B, which are valid through the close of business on May 8, 2020.

Mrs. Barnes explained there are 11 years remaining on this lease purchase agreement with Androscoggin Bank. If we do not move forward with the refinance, we should anticipate \$651,069 (rounded) in principal payments and \$262,012 (rounded) in interest payments for a total of \$913,080 (rounded) over the next 11 years; currently, the annual total payment is \$76,090.03.

Option A as proposed is a 10-year agreement with a 3.45% interest rate (tax exempt) for an annual payment amount of \$79,747.14. With this option, total principal payments would be \$664,927 and total interest payments would be \$132,644 (rounded); a total of \$797,571 (rounded) would be paid with Option A. Regular payments on this option would begin on May 15, 2021 and continue annually on this date through the maturity of the agreement (May 15, 2030).

Option B as proposed is an 11-year agreement with a 3.59% interest rate (tax exempt) for an annual payment amount of \$74,239.96. With this option, total principal payments would be \$664,927 and total interest payments would be \$151,701.50; a total of \$816,628.50 would be paid with Option B. Regular payments on this option would begin on May 15, 2021 and continue annually on this date through the maturity of the agreement (May 15, 2031).

Mrs. Barnes said she would be happy with either option, that both options are favorable in saving the Town a substantial amount in interest over the next 10-11 years. As shown in the spreadsheets, if we were to go with Option A, it would save the Town a total of \$115,509 (rounded) when comparing it to our current obligation. If we were to go with Option B, it would save the Town a total of \$96,452 (rounded) when comparing it to our current obligation.

Mrs. Barnes mentioned the Finance Director recommended Option B. Option B will have a maturity date of 5/15/2031 (FY31) rather than the current obligation of 12/15/2031 (FY32). Currently, we are expecting to make 11 more annual payments, which would remain the same with this option; this option would save the Town \$96,452 (rounded) in total. When looking at the budget, it would also decrease the budget: current annual payments are \$76,090 (rounded) and Option B would be \$74,239 (rounded) annually – this is a \$1,851 decrease in each fiscal year's budget.

COUNCILOR COMMENTS: Councilor Albert said he was in favor of saving \$115,509, which is the larger savings. Councilor Ward agreed.

VOTE (2020-76) Councilor Albert, seconded by Councilor Kolbe moved to authorize the Town Manager to refinance the QECB as recommended under Option A.

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

AUTHORIZATION TO TAKE OUT TAX ANTICIPATION NOTE

INTRODUCTION: Mrs. Barnes explained the two proposals for Council's consideration in regards to a Tax Anticipation Note (TAN) for the Town of Lisbon. The first proposal is dated April 2, 2020 and is provided by Androscoggin Bank. The second proposal is dated April 15, 2020 and is provided by First National Bank. Both proposals are for an amount up to \$2,000,000 in an 'as needed' format. She said due to the nature of the TAN being considered short-term borrowing, these proposals are being presented for a desired closing date on or around July 1, 2020.

Mrs. Barnes said Androscoggin Bank offered a fixed interest rate of 1.57% per annum on the TAN based on actual/365 day basis on the note. The option is to be repaid on or before the closure of the fiscal year, June 30, 2021, for the amount that is drawn upon under the 'as-needed' format. Assuming that the full \$2,000,000 is used, the total amount of interest which could accrue would be \$31,313.97 if paid upon the June 30, 2021 date. The Androscoggin proposal is valid through the close of business on May 8, 2020.

Mrs. Barnes said First National Bank offered a fixed interest rate of 1.08% based upon a 360 day year with funds to be made available on an as needed basis. This option is to be repaid on or before the closure of the fiscal year, June 30, 2021, for the amount that is drawn upon under the 'as-needed' format. Assuming that the full \$2,000,000 is used, the total amount of interest which could accrue would be \$21,874 if paid upon the June 30, 2021 date. The First National Bank proposal is valid through the close of business on May 8, 2020.

If the Town of Lisbon were to draw upon the full amount of the proposed TAN, the calculated amount of interest that would be incurred with the Androscoggin Bank proposal would be approximately \$7,828.50 and with the First National Bank proposal, it would be approximately \$5,468.50.

Mrs. Barnes said the Finance Director recommends, after evaluating both proposals for a TAN, the Town of Lisbon accept the First National Bank proposal. This proposal has the same criteria as the Androscoggin Bank proposal, but at a much more favorable interest rate.

VOTE (2020-77) Councilor Fellows, seconded by Councilor Ward moved to approve the execution of a Tax Anticipation Note with the First National Bank for the terms specified in their proposal and to authorize the Finance Director and Town Manager to sign the same.

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

AMEND CHAPTER 46 STREETS, ARTICLE III,
SEC. 46-67 DOCUMENTATION REQUIRED PRIOR TO COUNCIL ACCEPTANCE
First Reading

INTRODUCTION: The CEO, and Planning Board concurs, that since the Register of Deeds no longer requires Mylars of plans, the Council should consider amending that to eliminate the required Mylar plans.

VOTE (2020-78) Councilor Fellows, seconded by Councilor Larochelle moved to adopt the following amendments to Chapter 46-Streets, Sidewalks & Other Public Places, Article III-Street Acceptance Standards, Section 46-67 Documents required prior to Council acceptance as follows:

Chapter 46-Streets, Sidewalks & Other Public Places...

Article III-Street Acceptance Standards...

Section 46-67. - Documentation required prior to Council acceptance

Prior to the Council scheduling an order to accept the a private road, the applicant shall produce the following documents as required:

- (1) A petition, agreement, warrant deed, affidavit or other writing specifically describing the property or interest and its location, and stating that the owner voluntarily offers to transfer such interests t the municipality without claim for damages;
- (2) Recordable Mylars and one paper copy copies of the plans of the street for recording at the Androscoggin County Registry of Deeds;
- (3) ...

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

STATUS OF MOXIE FESTIVAL

INTRODUCTION: Due to COVID-19 and the Governor's mandate of Social Distancing, staff would like to know if Council would like to move forward with planning for the 2020 Moxie Festival or cancel the festival. Due to Governor Mills Gradual Plan to Restart Maine's Economy in four stages, we do not feel we could comply with her order by holding the festival in a manner that is safe for the First Responders, Volunteers, Business Owners, Participants, and Attendees. For this reason, we are recommending that the Moxie Festival be cancelled in 2020. Governor Mills also stated in her address, that she did not know how any festival could take place this year.

VOTE (2020-79A) Councilor Albert, seconded by Councilor Larochelle moved to cancel the 2020 Moxie Festival.

COUNCILOR COMMENTS: Councilor Fellows said he wanted to see this on the agenda because he thought it was time to discuss what the future holds for Moxie Days. Legally, right now, we cannot have over 50 people at any gathering in July. Positive Change Lisbon just submitted a letter today informing us that they were cancelling those portions of the festival they organize. Moxie Congress sent word that they did not want to support the festival this year and asked that the town postpone it. However, he said, unless something is costing us more money, perhaps the Council could hold off until June 2 without any problem, if there were no issues with that. He said Representative Mason requested the town delay the vote, as well.

Councilor Ward said for the past six weeks, he has been expecting the other shoe to drop and that someone else would make this decision for us. It cannot be done the way it has been done in the past. We already purchased fireworks. That is easy to accomplish with everyone staying in their cars. It may be possible to do a virtual 5K event. It may be easy to hold a car show, too. These are key events to this festival and they take little to no funds to accomplish, which might be better to hold than to straight out cancel everything.

Councilor Albert said he heard from quite a few folks who want the Council to delay this vote. He said Public safety is #1 and if it is not safe then we are not going to do it. He said we can talk about getting creative and how

we can save some of these events or we could reconvene June 2 and if we need to, we could push this event into August. If we are trying to scale the festival down, then what better way to do so then to take it out of its traditional spot? He said he would like to get to June 2, survey the land to see where we are at, and then make a decision. This would give the Council the option to have it at a later date in August or something.

Councilor Kolbe said that too much has changed since this pandemic started. She said to cancel two months in advance without really knowing what could happen between now and then may be premature. She recommended waiting until June 2 to find out where we stand on the timeline. If Governor Mills has not relaxed those orders to open the state back up then she recommended going with Councilor Albert's suggestion to move it to August or something like that.

Councilor Fellows suggested staff investigate other possibilities more thoroughly between now and June 2. Councilor Ward said that is where he would like to land as well. He said to hold the festival goes against the Police Chief and Fire Chief's recommendations at this time; we have some homework to do.

Councilor Albert said even September is a great time of year to have Moxie, so just keep that in mind. It could be an end of summer event for Lisbon.

Mr. Stevens said this will look different in October or November and maybe it becomes a 1-day festival at that time. He said that Police, Fire, and Lisbon Emergency comments were spot on. On April 25, he said, he would have also said no at that time. He urged the Council to ask those folks again June 1 and if the state is open, then Lisbon should be open.

Councilor Larochelle said no one is talking about holding this in July and we are all talking about moving it or postponing the festival to a later date. That said, the Council is not saying we are doing a Moxie Festival this year and urged Councilors to get the right message out there. Some people might understand the message tonight to mean since we are waiting to vote on June 2 that we might do a big event in July this year, which is just wrong. No one is saying the Moxie Festival is going as planned because it is not. He indicated none of the businesses he spoke to today were interested in contributing financially for this to happen in July. He said he was all for doing smaller things, rethinking Moxie, and coming up with ideas like a Moxiefest at Beaver Park, but moving forward tonight thinking that we are going to take this vote in June to see if this event is going to happen, is wrong. He asked, are we sending the right message? Are we looking to hold our event in July? He said we are not. He said are we looking at holding another smaller event for local folks only, maybe.

Councilor Albert said he wanted to defer the message until June 2 to give this department time to come up with something. He said it is reasonable to think we could carry that "Moxie Spirit" into a different month like August or September. He explained that we do not know what it will be like in September, or whether this virus will come back, so absolutely we need more time to look into this. He said the message we want to get out to the public is that we have no intention of running business as usual for Moxie Days, but at the same time we are not ready to cancel it entirely. He recommended a scaled back event or something at a different time. He said what we are saying right now is that we are investigating whether we can do this when the state is much safer. He said there is no harm in waiting another 30 days to see if that is an option.

VOTE (2020-79B) Councilor Ward, seconded by Councilor Ganong moved to **TABLE MOTION** to June 2.

Councilor Ward said he would tell the media if asked that Lisbon is trying to consider more of a local event on a much smaller scale that will work with the current restrictions for our community. Councilor Fellows said he would be more comfortable with a motion in June as long as it was stated more specifically.

MOTION TO TABLE: Roll Call Vote: Yeas – Lunt, Ward, Kolbe, Ganong, and Fellows. Nays – Larochelle and Albert. Order passed - Vote 5-2.

STATUS OF WORUMBO MILL AND GRAZIANO SQUARE PROJECTS

INTRODUCTION: Mr. Cyr reported the Town Manager's directive to curtail spending due to the COVID-19 situation so the Worumbo Mill and Graziano Square Projects have been put on hold. We recently learned that MDOT would like to use the Worumbo Mill site at 1 Canal Street during their Rt. 196 paving project that will

begin on May 5th and end sometime in August. As part of the agreement to use the site, All State Asphalt, the contractor for the job, has agreed to provide Lisbon with millings from the project to be used on the proposed parking lot at 1 Canal Street. They plan to give the town approximately 300 yards of reclaim at the end of their project for using that area. They will also assist in laying it down and rolling it provided the site is prepped. For this reason, we would like to solicit bids for the crushing of material at the old mill site. We intended to rent the equipment and have PW do the work, but since then, we have requested quotes from other companies to do the work, which would cost less than if we rented the equipment to do it ourselves. If we spend a little money now (approximately \$20,000) we would not have to spend it later and this area would be already done for us. It is a better idea to do this now if the Council wants to do it.

Mr. Cyr said the town needs to install a fence there and Brian over at the mill suggested we go with a 6' high chain link fence. He recommended black vinyl to blend into the river. The town has to place some of that crushed material there to bring that wall back up to level so it will all be the same height before installing the fence. He estimated the fence would cost around \$16,000 to \$18,000.

COUNCILOR COMMENTS: Councilor Ward said the Worumbo site does require a formal bid. This does not qualify for emergency status. It will be paid for by Downtown TIF funds.

Councilor Albert asked when the Graziano Square project would be done. Mr. Cyr indicated the State's start date on the sidewalk is May 4 and its end date is August 26. The State should be on site June 21.

Councilor Larochelle said he would like to see the Graziano work schedule, even with the spending freeze so we can tell this project is moving forward. He said grass on that site would be huge. Getting optics there would be nice. Councilor Ward said he would like to start with loam and seed. Councilor Fellows mentioned the underground sprinkler system that has to be installed. Councilor Larochelle asked that the Graziano work schedule and price for groundwork including loam and seed be brought to the Council at the next meeting or to the Chair to be moved forward.

VOTE (2020-85) Councilor Ward, seconded by Councilor Larochelle moved to authorize the Town Manager and Public Works Director to solicit bids for crushing rock and fencing at 1 Canal Street.

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

TAX ACQUIRED BID AWARD

INTRODUCTION: The following bids were received and opened at 12:00 noon on Wednesday, April 15, 2020:

Jeff & Bridget Burkhardt 26 Free Street Lisbon Falls, ME 04250	Map U07 Lot 081 24 Bowdoin Street Minimum Bid: \$17,070.70	Bid Amt.: \$61,500.00
Christopher Poirier P.O. Box 2564 Waterville, ME 04903	Map U05 Lot 126 5 High Street Minimum Bid: \$14,457.59	Bid Amt.: \$19,300.00
Christopher Poirier P.O. Box 2564 Waterville, ME 04903	Map U07 Lot 081 24 Bowdoin Street Minimum Bid: \$17,070.70	Bid Amt.: \$21,500.00

VOTE (2020-81) Councilor Larochelle, seconded by Councilor Albert moved to award the bid for the sale of property located at 24 Bowdoin Street in the amount of \$61,500 to Jeff & Bridget Burkhardt and authorize the Town Manager to issue a quitclaim deed without covenants. Reject the bid for 5 High Street, reason being bid is too low.

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

BEAVER PARK CABIN RENTAL

INTRODUCTION: Mrs. Barnes reported the Beaver Park cabin would be vacant at the end of May due to the upcoming retirement of the Secretary/Programmer. She said it is important to have a physical presence at the Park throughout the year. Mark Stevens has expressed an interest in renting the cabin after the current occupant moves out.

COUNCILOR COMMENTS: Councilor Ward indicated some discussion already happened earlier in the meeting, except his suggestion that the overtime be tied to the agreement by stipend instead in case he decides to move out so then those duties tied to the stipend and stipend can easily be removed and would not affect his salary. Councilor Larochelle said he was not sure if this had already been worked out between the manager and department head, but there are a lot of dynamics to think about here as far as payroll, stipend, rental payments, retirement, insurance, and taxes. Councilor Ward said he was thinking the stipend should be tied to the \$6,100 in the overtime line for Beaver Park that covered a piece of those park duties so if Mr. Stevens actually moves out of the cabin that as a stipend it could be removed at a later date for something he would no longer be obligated to do. Mrs. Barnes said yes, she could figure out what part of that increase was for Moxie and what part was for Cabin duties. Councilor Ward said he was suggesting the stipend, but that the Council wanted to leave the details of the agreement open for the manager to negotiate in that regard. He said we just happen to pick the wrong time to be talking about a Moxie stipend, but we did because it was associated with this topic. Mrs. Barnes suggested the Council vote on the agreement first and that she would work out the stipend separately.

VOTE (2020-82) Councilor Larochelle, seconded by Councilor Fellows moved to authorize Mark Stevens and his family permission to move into the Beaver Park Cabin with employee's lodging being regarded as part of the employee's compensation and allow the Town Manager to negotiate the terms and conditions of the agreement.

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

RE-APPLY FOR SOLID WASTE GRANT TO EXPAND PROGRAM AT THE TRANSFER STATION

INTRODUCTION: In 2019, the Town of Lisbon received a Solid Waste Diversion grant from the Maine Department of Environmental Protection (DEP) to launch a residential food scrap drop-off program at the Town transfer station. Demand for the program exceeds the Town's existing service capacity. To meet additional demand for the program, departments are requesting Council authorize the Town Manager to submit an application to DEP to grow the residential composting program by expanding appropriate infrastructure at the transfer station, increase collection service levels from the current organics collection contractor, conduct educational outreach to the public on the benefits of organics diversion, and provide buckets to additional households in Lisbon to enable greater participation.

The Town's 25 percent matching funds requirement will be provided in-kind through Public Works Department staff wages to manage the program at transfer station. The deadline to submit the proposal is May 19, 2020. The ECD Director reports the grant application is essentially the same as last year's, but with expansion to infrastructure and services to increase organic waste conversion.

VOTE (2020-83) Councilor Ganong, seconded by Councilor Fellows moved to authorize the Town Manager to submit an application to DEP and receive the funds if awarded the grant to grow the residential composting program by expanding appropriate infrastructure at the transfer station, increase collection service levels from the current organics collection contractor, conduct educational outreach to the public on the benefits of organics diversion, and provide buckets to additional households in Lisbon to enable greater participation.

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

OTHER BUSINESS

A. COUNCIL COMMITTEE REPORTS

1. School: Councilor Albert had nothing new to report.
2. Planning: Councilor Fellows had nothing to report.
3. LDC: Councilor Larochelle asked Mr. Richardson to update the Council on this committee's progress. Mr. Richardson said things were on hold for meetings, but we were still working on some CDBG grant applications, and visioning for the Worumbo site, and supporting façade improvements. He said the committee will be reconvening on the second Wednesday of May, the 13th, using zoom at 6PM. If interested, let Mr. Richardson know so he can include you on the distribution list and agenda. Mr. Cyr has agreed to join this meeting to report out on the redevelopment at the Worumbo and Graziano sites. He said they will be discussing a substantial grant to the Northern Border Regional Commission to improve public access to the river and to facilitate some commercial development there at the Worumbo parcel and to review the CDBG Façade grant and the community vision process for the Worumbo.
4. Conservation Commission: Councilor Ward had nothing to report.
5. Recreation: Councilor Albert had nothing to report.
6. County Budget: Councilor Ward had nothing to report.
7. Library: Councilor Lunt had nothing to report.
8. Water Commission: Councilor Fellows said there have not been any meetings so far to report on.

B. TOWN MANAGER'S REPORT

Mrs. Barnes reported she met on a zoom meeting with MDOT regarding the Route 125 project that they indicated would be advertised on September 21, 2020. She mentioned MDOT is planning a public hearing that will be a taped presentation with the public submitting their comments on a certain website.

APPOINTMENTS

PLANNING BOARD, LISBON DEVELOPMENT COMMITTEE, AND CDBG/FAÇADE GRANT ADVISORY COMMITTEE RESIGNATIONS

VOTE (2020-84) Councilor Fellows, seconded by Councilor Kolbe moved to accept the resignation of Scott Hall on the Planning Board, LDC, CDBG and Façade Grant Advisory Committee.

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

REGULAR MEMBER PLANNING BOARD

VOTE (2020-85A) Councilor Kolbe, seconded by Councilor Fellows moved to appoint Lisa Ward a Regular Member on the Planning Board to 6/30/2021.

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

ASSOCIATE MEMBER PLANNING BOARD

VOTE (2020-85B) Councilor Ward, seconded by Councilor Fellows moved to appoint Dan Leeman an Associate Member on the Planning Board to 6/30/2022.

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

LISBON DEVELOPMENT COMMITTEE RE-APPOINTMENTS

VOTE (2020-86) Councilor Larochelle, seconded by Councilor Kolbe moved to re-appoint Meredith Lord, Chris Huston, and Dean Willey to the Lisbon Development Committee.

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

MMA EXECUTIVE COMMITTEE/LETTER OF INTEREST – NONE**RESCIND APPEALS BOARD APPOINTMENT**

COUNCILOR COMMENTS: Councilor Ward mentioned Brittany Couillard had not responded to any of our attempts to reach her.

VOTE (2020-88A) Councilor Larochelle, seconded by Councilor Albert moved to rescind the appointment of Brittany Couillard to the Appeals Board.

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

COUNCILOR COMMUNICATIONS

Councilor Larochelle said residents have been asking him why the Solid Waste facility is running the way it is right now. Mr. Cyr explained the safety precautions employees must make due to the COVID-19 situation and asked Council to consider waiving fees on brush and leaves for a couple of Mondays so residents could drop off their brush and leaves at the Transfer Station.

VOTE (2020-88B) Councilor Larochelle, seconded by Councilor Fellows moved to waive the fees for dropping off brush and leaves at the Transfer Station on Monday, May 11 and Monday, May 18.

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

AUDIENCE PARTICIPATION FOR NEW ITEMS

After waiting the required time to check emails, seeing none, the Council continued.

EXECUTIVE SESSION - NONE**ADJOURNMENT**

VOTE (2020-89) Councilor Kolbe, seconded by Councilor Albert moved to adjourn at 9:27 PM.

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

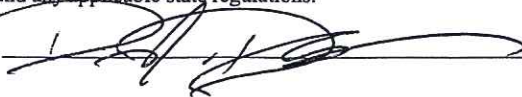
Twila D. Lycette, Council Secretary
Town Clerk, Lifetime CCM/MMC
Date Approved: May 19, 2020

Business Name:

ROADSIDE BBQ**INSPECTION REQUIRED**

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

Signature:



Date:

5/1/2020

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

Signature:



Date:

5/1/2020**COMPLETE TO HERE BEFORE FILING****-----
INFORMATION**

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

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

SUGGESTED CONTACTS:

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

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

Revised March 12, 2018

Sec. 90-37. - Holiday schedule.

The following days shall be recognized as holidays:

- (1) New Year's Day, January 1.
- (2) Martin Luther King Day, third Monday in January.
- (3) Presidents Day, third Monday in February.
- (4) Patriots Day, third Monday in April.
- (5) Memorial Day, last Monday in May.
- (6) Independence Day, July 4.
- (7) Labor Day, first Monday in September.
- (8) ~~Columbus Day~~Indigenous Peoples' Day, second Monday in October.
- (9) Veterans Day, November 11.
- (10) Thanksgiving Day, fourth Thursday in November.
- (11) Friday after Thanksgiving.
- (12) Christmas Day, December 25.

(T.M. of 7-31-2007, § 2007-115; T.M. of 4-7-2009, § 2009-62; C.M. of 8-19-2014, V. 2014-159)

PC
4-28-200Business Name: Riverside Flea Market

INSPECTION REQUIRED

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

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


Signature:  Date: 4/29/2020

COMPLETE TO HERE BEFORE FILING

For Office Use Only

☒ Public Records Check Completed.

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

Signature:  Date: 4/30/20

INFORMATION

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

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

SUGGESTED CONTACTS:

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

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



Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Marc R. Hagan
Chief of Police

To: Town Manager Barnes

From: Chief of Police Marc Hagan

Subject: COVID-19 Emergency Supplement Funding

Date: 05/13/2020

The police department has the opportunity to apply for Federal funds through the 2020 Coronavirus Emergency Supplement Funding Grant. This grant was designed to assist law enforcement agencies attempting to address safety concerns directly related to the COVID-19 Pandemic and **does not require any matching funds.**

If approved by Council, the police department will apply for funding to purchase "Personal Protective Kits" that will protect our officers in any environment that we may encounter during the course of their duties. The kits are designed for law enforcement use, approved by the National Institute for Occupational Safety and Health (NIOSH), and include: protective masks with filters, a protective suit that can be worn on the outside of our officers uniform, rubber boots, and gloves. The kits are \$419.95 each, will not expire for ten years, and protect our officers in any chemical or biological environment in addition to a positive COVID-19 scenario. The total funding requested would be \$7,559.10.

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

Thank you.



MEMORANDUM

TO: Diane Barnes, Town Manager
 FROM: Brett Richardson, Economic & Community Development Director
 SUBJECT: Community Development Block Grant Housing Assistance application
 DATE: May 13, 2020

In April 2020, the Maine Department of Economic and Community Development's Office of Community Development (OCD) invited the Town of Lisbon to submit a Community Development Block Grant (CDBG) application for the Housing Assistance (HA) program to support the creation of additional affordable housing units at the Farwell Mill by Realty Resources Management (RRM).

The CDBG Housing Assistance program does not allow private developers to directly apply for funding. CDBG guidelines require that municipalities apply for funding and allows the municipality to designate a private developer as a sub-grantee to implement the project. RRM will be the designated sub-grantee to the Town of Lisbon's proposed HA application.

Per the attached Executive Summary and CDBG budget documents drafted by RRM, the proposed sub-grantee is in the development phase of a project to convert current commercial space at the Farwell Mill to 14 new affordable housing units and to complete necessary upgrades and routine maintenance to the property that are necessary for continued operation as safe and affordable housing for Lisbon residents.

The Town's proposed HA application totals \$1,000,000 to support RRM's development project, and OCD may fund the full request or provide partial funding. Per correspondence with RRM, the Town's administrative role to complete the project will be determined during the OCD's Project Development phase based on the level of funding provided by OCD and the Town will be reimbursed for relevant administrative costs to manage the grant.

To obtain funding to support affordable housing units for Lisbon residents at the Farwell Mill, we respectfully request that Council authorize the Town Manager to submit a CDBG Housing Assistance grant for \$1,000,000 on behalf of designated sub-grantee Realty Resources Management.

RRM will provide matching funds for the application and the Town will be reimbursed for relevant administrative costs.

The deadline to submit the proposal is June 5, 2020.

Community Development Block Grant Housing Assistance Grant Program Budget Summary

Cost Category	Column 1 CDBG	Column 2 Local	Column 3 State	Column 4 Utility	Column 5 Non- CDBG Federal	Column 6 Other	Column 7 Cost Category Total
Acquisition			\$3,404,016				\$3,404,016
Legal Expenses			\$ 73,021		\$ 73,021		\$ 146,042
Appraisals			\$ 6,000		\$ 6,000		\$ 12,000
Relocation			\$ 30,000				\$ 30,000
Demolition			\$ 25,000		\$ 25,000		\$ 50,000
Site Work			\$ 323,382		\$ 323,381		\$ 646,763
Architectural			\$ 345,500		\$ 345,500		\$ 691,000
Engineering			\$ 46,800		\$ 46,800		\$ 93,600
Construction	\$1,000,000		\$ 867,567		\$1,611,197		\$3,478,764
Materials			\$1,075,136		\$1,075,136		\$2,150,272
Equipment			\$ 812,500		\$ 812,500		\$1,625,000
Inspection							
Down Payments							
Administration			\$ 826,407				\$ 826,407
Rehab Administration			\$ 22,000				\$ 22,000
Other (List)							
1. Construction Bond			\$ 147,696				\$ 147,696
2. Reserves			\$ 361,862				\$ 361,862
3. Developer Fee			\$ 702,465		\$ 549,961	\$ 630,228	\$1,882,654
TOTAL COSTS							\$15,568,349

Directions for Completing Budget Summary

1. For each applicable cost (cash and in-kind) in the Cost Category column, list the projected dollar amount for all applicable funding sources in columns 1-6.
2. List the total dollar amount for each cost category in column 7, Cost Category Total
3. Enter the total of all Cost Category amounts in column 7 in the TOTAL COSTS box directly under column 7.
4. Submit a copy of this Summary with the original and all four copies of the application.

Community Development Block Grant Housing Assistance Grant Program Matching Funds Table

Funding Source	Grant/Loan	Amount	Terms of borrowing or bond sale
MaineHousing	Loan	\$1,440,083	5.5%, 40 years
MaineHousing	Subsidy	\$4,604,635	0%, 30 years
Fed Historic Tax Cr.	Equity	\$1,959,654	
State Hist. Tax Cr.	Equity	\$3,024,907	
NNEHIF	Equity	\$2,908,842	
Deferred Devel. Fee	Loan	\$630,228	0%, 15 years
CDBG		\$1,000,000	
	TOTAL:	\$ \$15,568,349	

Submit a copy of this Matching Funds Table and all letters of commitment with the original and all four copies of the application.



MEMORANDUM

TO: Diane Barnes, Town Manager
 FROM: Brett Richardson, Economic & Community Development Director
 SUBJECT: Northern Border Regional Commission Economic Infrastructure Grant Application
 DATE: May 13, 2020

Redeveloping the former Worumbo Mill parcel has been a priority for the Town of Lisbon for many years. In 2019, the Town purchased the former Worumbo Mill site that connects Main Street in Lisbon Falls with the Androscoggin River at the intersection of Maine Routes 196 and 125. In total, the Town of Lisbon has invested more than \$262,252 to date to prepare the Worumbo site for redevelopment.

Over the last several months, the Town has successfully cleaned up the Worumbo site and is in the final stage of completing the Maine Department of Environmental Protection's Voluntary Response Action Program (VRAP) to voluntarily investigate and cleanup the property to the Department's satisfaction. The Town invested \$107,110 in Town and Environmental Protection Agency (EPA) brownfield assessment grant dollars to purchase, survey, and conduct environmental assessments of the property. Subsequently, the Town invested an additional \$53,392 for site cleanup necessary for redevelopment. With the impending completion of the VRAP process, the Worumbo parcel will be formally deemed appropriate for commercial and residential development with zero to limited restrictions.

During the summer of 2020, Lisbon's Public Works Department will complete further improvements to the Worumbo site totaling an additional \$101,750 in Town funds. These improvements will represent an important and exciting next step to facilitate safe public access to the site, including rock crushing, pad preparation, loam and seeding, and fencing.

To help facilitate the Worumbo site redevelopment, the Lisbon Development Committee (LDC) has undertaken a site evaluation for potential uses and is developing a public visioning process to gather community input to guide future uses of the Worumbo site. The public visioning process will be initiated when social gatherings are again permitted after the Covid-19 restrictions are lifted.

To build on the Town's investments in the Worumbo site, the Town submitted a letter of intent to the Northern Border Regional Commission (NBRC) in March of 2020 seeking *Economic Infrastructure Investment Program* (EIIP) grant funds. As a basis for the NBRC application budget and workplan, the Town's contract engineer, Olver Associates, Inc. (OA), prepared the attached *Worumbo Mill Site Development Conceptual Planning Preliminary Opinion of Costs*.

The Town's NBRC application features the creation of four development lots totaling 1.28 acres, green space with access to the Androscoggin River, and 110 new parking spaces, as depicted in the attachment from OA. The development lots depicted in attached OA site plan

are clustered in close proximity to the Canal Street/Route 125/Route 196 intersection on the footprint of the former Worumbo Mill because flood plain and other considerations largely preclude or make cost-prohibitive construction on other areas of the site.

The public visioning process for the Worumbo site to be convened by the LDC is an essential step in final project design and can be completed after the Town receives NBRC funding. Based on public input and community priorities identified during the visioning process, the subdivision of the development lots can be adjusted during the NBRC project development phase, such as consolidating the four lots currently depicted on the site plan into one, two, or three larger lots. Thoughtful design with, for example, two larger buildings clustered on lots 2,3, and 4 in the OA site plan could achieve the Town's proposed economic development goals, while leaving lot 1 open for additional parking and views of the Androscoggin from Main Street.

It is important for Council to note that NBRC's EIIP, however, is designed to spur economic development and use of NBRC funds at the level proposed would not be appropriate for green space and parking alone. Council need not endorse a final redevelopment site plan to apply for NBRC funding, but if the Town moves forward with the Worumbo project using NBRC funding, the result must be significant development on the buildable area of the site as depicted in the OA site plan.

The OA attachment provides an overview of the Town's investment in the site to date, a cost estimate to construct infrastructure in order to redevelop the buildable areas of the site, and a conceptual site plan. Including NBRC-mandated administrative fees paid to the formally designated Local Development District, Androscoggin Valley Council of Governments, the total estimated project cost is \$1,010,000.

NBRC's EIIP policies require applicants for projects located in Androscoggin County to contribute matching funds equal to 20 percent of the project. Based on the estimated project budget of \$1,010,000, the Town's matching contribution will equal \$202,000. Upcoming site investments managed by Public Works will equal approximately \$52,000 and the remaining Town match will equal a cash investment of approximately \$150,000. The cash match is an appropriate use of the Town's Downtown Tax Increment Financing fund.

NBRC EIIP projects that receive funding must be completed within three years. Successful applications will receive notification of awards in summer 2020, allowing the Town until summer 2023 to complete site planning, design, and construction.

To obtain funding to significantly advance redevelopment of the Worumbo site and prepare the parcel for appropriate commercial and/or residential development, public green space, and +/- 110 new parking spaces, we respectfully request that Council authorize the Town Manager to submit an application to NBRC for \$808,000 and to commit Town funds to contribute the in-kind and cash match of \$202,000.

The deadline to submit the proposal is June 1, 2020.



RoundTable Technology

PO Box 2313

Lewiston, Maine 04241-2313

Phone: (207) 370-4647

www.roundtabletechnology.com

Service Agreement

between

**Town of Lisbon
(TL)
300 Lisbon St
Lisbon, ME 04250**

and

**RoundTable Technology (RTT)
PO Box 2313
Lewiston, ME 04241-2313**

RoundTable Support

Effective October 31, 2016



RoundTable Technology

PO Box 2313
Lewiston, Maine 04241-2313
Phone: (207) 370-4647
www.roundtabletechnology.com

INTRODUCTION

This Agreement is made as of October 31, 2016, by and between Town of Lisbon/(TL) and The IT Kings, Inc. – DBA RoundTable Technology (RTT), incorporated in the State of Maine with offices in New York and Maine.

In this Agreement, the party who is contracting to receive services shall be referred to as "TL", and the party who will be providing the services shall be referred to as "RTT".

RTT has a background in assisting non-profit, business, government, and education in communicating, collaborating and learning through the use of Internet Technologies and is willing to provide service to TL based on this background.

TL desires to have services provided by RTT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES

Beginning on October 31, 2016, RTT will provide the following services (collectively, the "Services"): Services, Pricing, and Terms are described in Attachment "A".

2. PERFORMANCE OF SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by RTT shall be determined by RTT unless otherwise specified in Attachment "A". TL will rely on RTT to work as many hours as may be reasonably necessary to fulfill RTT's obligations under this Agreement.

3. PAYMENT

TL will pay a fee to RTT for the Services in an amount of three thousand eight hundred dollars per month (\$3,800/month) for the first twelve months of the RoundTable Support. After this time, the contract will continue on a month to month basis as described below, in section four (4). This fee, and any other fees outside of the normal contract scope of work, shall be payable as described in Attachment "A". Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that RTT shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which RTT has not yet been paid.

4. TERM / TERMINATION

RTT agrees to hold the monthly base rate at \$3,800 per month for a period of twelve (12) months. Unless otherwise stated in writing by either party, this Agreement shall remain in effect at the same rate unless a) either party gives notice to the other party of its intent not to continue the agreement, or b) a rate change is communicated in writing to TL by RTT.



RoundTable Technology

PO Box 2313
Lewiston, Maine 04241-2313
Phone: (207) 370-4647
www.roundtabletechnology.com

At the end of the initial twelve month period, upon reviewing the service needs of the client, RTT reserves the right to adjust the rate accordingly based upon further review of the client's service needs. RTT agrees to provide TL 90 days notice in writing of any rate change for managed monthly support services.

Without penalty, either party may give the other 90 days notice that the initiating party requests a change to the contract. These may include changes in rate, scope or termination. Such notice shall be stated in writing by the initiating party.

5. RELATIONSHIP OF PARTIES

It is understood by the parties that RTT is an independent contractor with respect to TL, and not an employee of TL. TL will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of RTT.

6. EMPLOYEES

RTT's employees and RTT independent contractors who perform services for TL under this Agreement shall also be bound by the provisions of this Agreement.

7. INTELLECTUAL PROPERTY

The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"): TL shall own the content on all TL servers or services supported by RTT.

8. CONFIDENTIALITY

RTT recognizes that TL has and will have the following information:

- Future plans
- Business affairs
- Trade secrets
- Customer [client] and employee personal information
- Content on various servers or services

and other proprietary information (collectively, "Information") that are valuable, special and private assets of TL. RTT agrees that neither RTT or its employees or agents will at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of TL.

RTT will follow best practices designed to protect the Information from both physical and electronic invasion and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.



RoundTable Technology

PO Box 2313
Lewiston, Maine 04241-2313
Phone: (207) 370-4647
www.roundtabletechnology.com

During the term of this Agreement (including any extension thereof) and thereafter, RTT agrees to keep all proprietary information of TL confidential and shall not divulge to any person, firm or company, or in any way make use of any confidential information of TL. RTT shall not directly or indirectly publish, communicate, divulge, disclose or use in any manner any of such information which has been designated by TL as proprietary or confidential, or which from the surrounding circumstances reasonably ought to be treated as proprietary or confidential.

At the expiration or earlier cancellation of this Agreement, RTT shall return to TL any and all material in its possession or control and belonging to TL, including all records, data, information, and other documents and all copies, notes or other compilations thereof to TL, and such shall remain the property of TL.

9. UNAUTHORIZED DISCLOSURE OF INFORMATION

If it appears that RTT has disclosed (or has threatened to disclose) Information in violation of this Agreement, TL shall be entitled to an injunction to restrain RTT from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. TL shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10. CONFIDENTIALITY AFTER TERMINATION

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS

Upon termination of this Agreement, RTT shall deliver in good and usable condition all records, notes, data, memoranda, models, information, software and equipment of any nature that are in RTT's possession or under RTT's control and that are TL's property or relate to TL's business. RTT will cooperate fully with TL to transfer all software, information, and data to another server owned by TL or by its agent. RTT will provide full technical support to insure a smooth transition.

12. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for TL:

Town of Lisbon/(TL)
300 Lisbon St
Lisbon, ME 04250



RoundTable Technology

PO Box 2313
Lewiston, Maine 04241-2313
Phone: (207) 370-4647
www.roundtabletechnology.com

IF for RTT:

RoundTable Technology
P.O. Box 2313
Lewiston, ME 04241-2313

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and to compel strict compliance with every provision of this Agreement.

17. INDEMNIFICATION / HOLD HARMLESS

TL irrevocably covenants, promises and agrees to indemnify RTT and to hold RTT harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which RTT may sustain or to which RTT may become subject arising out of or relating in any way to acts, errors, and/or omissions on the part of TL, by its employees or agents other than RTT, concerning the conduct, actions or content of TL's servers. Such indemnification shall include reasonable attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities.



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18. FORCE MAJEURE

TL agrees that RTT shall not be liable for any (i) losses; (ii) damage, including consequential damages; (iii) detention; (iv) delay or failure to perform in whole or in part resulting from causes beyond the control of RTT, including but not limited to acts of God; fires; strikes; insurrections; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements or regulations of the United States government or any other civil or military authority. Delays or nonperformance excused by this provision shall not excuse payment of any amount due hereunder owed at the time of the occurrence.

19. GENERAL LIABILITY COVERAGE

RTT carries comprehensive commercial general liability insurance in an amount of not less than \$1 million per occurrence. RTT shall furnish TL with a certificate of insurance indicating current coverage upon request.

20. NO ASSIGNMENT

It is acknowledged and agreed that TL relies upon RTT's specific background and apparent expertise with respect to the subject matter of this Agreement as inducement and consideration to enter into this Agreement. Without the other party's express written consent, neither party may assign this Agreement in whole or in part to any third party.

21. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Maine.

RTT agrees to comply with all Federal, State and local laws and regulations governing the provision of services under this Contract. TL may conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by Federal or State law enforcement, regulatory or licensing contractor.



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22. AUTHORIZED SIGNATURES

Signed on behalf of:

TL

RoundTable Technology


Signature



Evan Desjardins, President


Print Name


Title


Date

Date



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ROUNDTABLE TECHNOLOGY INC.
PREMIER MANAGED SERVICE LEVEL

This Statement of Work ("SOW") between **Town of Lisbon** ("Client") and RoundTable Technology, Inc. ("RTT") is entered into in connection with a Master Services Agreement ("MSA") between the parties dated **4/29/2020**. All terms used, but not defined, herein shall have the meanings set forth in the MSA.

1. **Service.** During the Term, RTT will provide Client with the RTT Products described in this SOW only (together, these are the "**Service**").

2. **Start Date of "Service".** **6/1/2020**

3. **RTT Services – What's Included.** The RTT Services include the following only:

Monitoring of Workstations and Servers (Windows & Mac)
Patch Management of Windows Workstations & Servers
Managed AntiVirus & Malware Protection
Monitoring Network Infrastructure & Backups
Documentation and Password Management for all Critical IT Services
Maintenance and Updates for Critical Servers & Network Infrastructure
Unlimited Support via Phone & Email during business hours
24x7 Tier 1 Helpdesk Support
Dedicated Customer Success Manager
Strategic Planning and Budgeting
User Onboarding / Offboarding*
Annual Cybersecurity Training (personalized for Premier)
Unlimited Onsite Support during Business Hours
Vendor Management (Phone, ISP, Printer/Copiers, Hosted Services etc.)
Staff Training via Webinar or Onsite Classes
Hardware Setup (Computer/Printer/Copier)
Existing Workstation moves, re-configurations for existing employees, upgrades
Secure Wiping or Destruction of Computer Hard Drives
CyberSecurity <ul style="list-style-type: none">Cybersecurity Assessment Tool, Tech & Data Use Policy Builder, Incident Response Plan Builder, Monthly Network Vulnerability Scan, Website Security Scan, Phish Testing, Dark Web Scanning, Awareness Training Videos



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4. Out-of-Plan Services / Projects

The RTT Services do not include any of the following “**Out-of-Plan Services**” and will be generally priced out as a Project

- o New server installation, upgrade or migration
- o Major application upgrades or migrations to new applications
- o In-Depth User Onboard/Offboard exceeding 30 minutes
- o Moving to a new office
- o New network devices
- o Work required outside normal business hours
- o Major system changes (new email system or database application, changes to infrastructure, etc.)
- o Formal Assessment of new technology (meaning any of the following: requirements gathering, evaluating solutions, or providing reports or documentation)
- o Any Hardware/Software outside of manufacturer's warranty or support contract
- o Any other services not listed in Section 3 above

Client has the option at any time during the Term to engage RTT for the Out-of-Plan Services at the rates described in Section 7 below, subject to the terms of the MSA and subject to RTT's agreement to the engagement.

5. RTT Services – Hours of Service

All RTT Services are offered to Client between RTT's regular business hours (8 am to 5 pm EST, excluding holidays) (“**Business Hours**”) and are available to any employees or independent contractors of Client.

6. Third-Party Software. The Third-Party Software includes the following only:

Software Provider	Name of Software Product(s)	Summary of Function	License Fee Type & Amount
N/A			

7. Fees. In full compensation for Client's access to and use of the Service during the Term, Client will pay RTT the following fee(s) ("**Fees**") as Section 7 provides. All Fees are payable to RTT except Third-Party Software fees, which Client will pay directly to the applicable Third-Party Software provider(s) shown in Section 6:

	Item	Fees
		Managed Service Contracts
RTT Services	Base Fee	\$3800/month during the Initial Term (subject to adjustment as the MSA provides)
	After-Hours Fees (any work done outside Business Hours)	\$250 per incident/call
	Out-of-Plan Services / Projects	Fixed Bid Pricing
Third-Party Software		As indicated in Section 6 above.
Onboarding Non-Recurring Fee		\$0
Monthly Recurring Total		\$3800
Client Acceptance		

All Fees paid to RTT are non-refundable except as set forth here. RTT does not provide Client with refunds for any fees that Client pays to Third-Party Software providers.

8. Fee Payment Schedule.

Base Fee: paid monthly, at the beginning of the month in which Client receives service.

Third-Party Software: paid by Client to the applicable Third-Party Software provider on the payment schedule required by the provider.

All other Fees: to be invoiced by RTT to Client at the end of each month in which Client receives services.

9. Fee Adjustments.



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9.1. The Base Fee indicated in Section 7 above applies during the Initial Term, subject to Section 9.2. In each Renewal Term, the Base Fee shown in this SOW will increase by three percent relative to the Base Fee that applied in the previous Initial Term or previous Renewal Term.

9.2. In addition to adjustments pursuant to Section 9.1, after the initial 12 month Term (including the Initial Term and Renewal Terms), the parties will adjust the Base Fee to account for Client's then-current number of users/devices as applicable.

10. Term and Termination.

10.1. The Service Agreement's "**Initial Term**" begins on the Service Agreement Effective Date and terminates **one year later** unless terminated earlier or extended as provided here. The Service Agreement will automatically renew for successive one-year periods ("**Renewal Terms**") after the Initial Term's end unless either party gives the other party written notice of non-renewal at least **90** calendar days before the end of the Initial Term or Renewal Term then in effect, in which case the Term will terminate at the end of the then-current Initial Term or Renewal Term. The Service Agreement's "**Term**" is the Initial Term and all Renewal Terms together.

10.2. Either party may terminate this Service Agreement by written notice to the other party immediately if the other party (a) has failed to cure any material breach of this Service Agreement (other than a breach by Client of a payment obligation) within 30 days after receiving notice of same from the first party, or (b) becomes insolvent, is liquidated or dissolved or if any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency, reorganization of debts or debtors relief law or similar law.


10.3. RTT may also terminate this Service Agreement immediately by written notice if Client has failed to make full payment for an invoice sent pursuant to this Service Agreement for 60 or more days since receiving the invoice.

10.4. Termination of this Service Agreement will contemporaneously terminate all licenses that it grants.



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THE PARTIES BY THEIR DULY AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS STATEMENT OF WORK AS OF DATE LAST SIGNED BELOW.

Company	ROUNDTABLE TECHNOLOGY INC.	CLIENT
Signature		
Name	Evan Desjardins	
Title	Chief Executive Officer	
Date	5/6/2020	



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ROUNDTABLE TECHNOLOGY INC.
MASTER SERVICES AGREEMENT

Client Information	
Client Name:	Town of Lisbon
Client Address:	300 Lisbon St Lisbon, ME 04250
Primary Contact	Diane Barnes
Primary Phone	2073441403
Primary Email	dbarnes@lisbonme.org

This Master Service Agreement ("**MSA**"), which includes any Statements of Work ("**SOWs**") expressly incorporating this MSA and any and all other attached or incorporated documents, governs all uses of the products and services offered by RoundTable Technology, Inc., a Texas corporation ("**RTT**"). The client identified above ("**Client**" or "**you**") and RTT are the only parties to this MSA.

This MSA is effective between Client and RTT as of the date last signed below (the "**Effective Date**").

1. Definitions.

"**Client Data**" means electronic data and information submitted to the Service by or for (a) Client or (b) any User.

"**Documentation**" means the manuals, documents, instructions and other materials that RTT may create uniquely for Client that provide instructions for using the Service.

"**Intellectual Property**" means copyrights, patents, trademarks, trade secrets, and trade dress.

A party's "**Personnel**" means its employees and independent contractors.

"**RTT Marks**" means any and all trademarks, service marks, logos or other branding owned or controlled by RTT and relating to the Service. "RTT Marks" does not include any Intellectual Property of any third party.

"**RTT Content**" means informational and educational blog posts, articles, email messages and other creative content subject to the protection of the United States copyright laws that is created by RTT and made available to Client and Users through the Service.

"**RTT Products**" has the meaning set forth in Section 2.

The "**Service**" has the meaning set forth in Section 2.

"**Third-Party Software**" has the meaning set forth in Section 2.



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"User" means an individual who is authorized by Client to use the Service, for whom Client has purchased a subscription, and to whom Client (or, when applicable, RTT at Client's request) has supplied a user identification and password.

"Systems" means hardware, software or other systems that Client or Users own, lease or control.

2. The Service. In general, RTT offers its clients services and products that include:

- 2.1.** Services and content provided by RTT Personnel via telephone, email, in person and through other means (such services and content collectively, **"RTT Services"**), which include RTT Content and may include the creation of Documentation, in addition to those items set forth in the SOW; and
- 2.2.** Software products made available by third-party developers and licensors and offered to Client by RTT (**"Third-Party Software"**).

Each SOW that integrates this MSA will set forth the particular RTT Services and/or Third-Party Software that RTT will provide Client in connection with that SOW. All RTT Services and Third-Party Software provided by RTT to Client under all SOWs are referred to in this MSA collectively as the **"Service."** Depending on the particular RTT Services Client has selected to purchase or license, the Service may include RTT Services or Third-Party Software or both. To the extent the Service includes Third-Party Software, Client or its Users may be required to install Third-Party Software on their Systems.

3. RTT's Responsibilities. During the Term, RTT will: (a) provide the RTT Services in a professional and workmanlike manner and (b) assist Client and Users in using and accessing Third-Party Software in the manner this MSA expressly sets forth. RTT may use independent contractors in performing the Service. RTT will have sole and full responsibility for the actions and omissions of any and all Personnel it employs in connection with this MSA. Except as otherwise expressly provided in the SOW, RTT will not provide training, onboarding or other customer or training services to Client, Users or any third party.

4. Intellectual Property.

4.1. Third-Party Software. To the extent the Service includes Third-Party Software, Client or its Users may be required to install Third-Party Software on their Systems, and Clients' and Users' use of the Third-Party Software will be pursuant to the Third-Party Software developers' or licensors' own license and usage agreements.

4.2. RTT Content and RTT Marks. Subject to this MSA and conditioned on Client's compliance with it, RTT hereby grants Client and each User (while and to the extent that each User is physically located in the United States of America (USA)) a non-exclusive, fully paid-up, limited, non-transferable license to use the RTT Content and the RTT Marks in the USA, only for the Permitted Use during the Term. The license in this section extends to any and all of Client's subsidiaries, parent and sister companies and all employees of each, to the extent that each of the foregoing is located in the USA.

4.3. Documentation. To the extent that RTT creates Documentation during the Term, (a) RTT will create the Documentation as work made for hire as defined in Section 101 of the Copyright Act of 1976 and (b) if the Documentation does not qualify as, or otherwise fails to be, work made for hire, then RTT hereby (i) assigns, transfers, and otherwise conveys to Client, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Documentation.

4.4. Permitted Use. The “Permitted Use” means (a) copying, performing, displaying, modifying, distributing and transmitting the RTT Content solely to the extent necessary for Client and Users to display RTT Content to all Users in the United States (b) using and displaying the RTT Marks in the manner dictated by the Service. The Permitted Use includes the right and license to print physical copies of RTT Content for use solely by Client and Users. The Permitted Use excludes the conduct set forth in section 5.2 below (“Usage Restrictions”).

4.5. Ownership. All right, title, and interest in the Intellectual Property embodied in the Service, the RTT Content and the RTT Marks will belong solely and exclusively to RTT or to the Third-Party Service that owns or licenses such Intellectual Property. Client and Users will have no rights in the Service or any RTT Products except as this MSA expressly grants.

5. Client’s Responsibilities and Use of the Service.

5.1. Client’s Compliance with this MSA. During the Term, Client will (a) ensure that all Users use the Service consistent with this MSA and with applicable laws; (b) be responsible for the accuracy, quality and legality of Client Data, the means by which Client acquired Client Data and the use of the Service by Client and all Users; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and notify RTT promptly of any such unauthorized access or use; and (d) comply with any terms of service or similar agreements used by any Third-Party Software that Client or Users may use in connection with the Service.

5.2. Usage Restrictions. Client will not do or attempt to do, and will ensure that its Users do not do or attempt to do, any of the following: (a) sell, resell, license, sublicense, distribute, rent or lease any part of the Service or any RTT Content, or disclose any of them to any third parties without compensation; (b) use the Service to store, use or transmit material in violation of third-party privacy or Intellectual Property rights; or (c) remove or modify any attributions, proprietary marks or notices that RTT may include in the Service or RTT Content.

Any use of the Service in breach of these Terms by Client or Users that in RTT’s sole discretion threatens the security, availability or functioning of the Service may result in RTT’s immediate suspension of the Service (in which case, however, RTT will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension).

5.3. Subscriptions. The Service is purchased as a subscription. Depending on the extent to which Client and Users actually choose to use the Service during the Term, Client’s and Users’ actual use of the Service may not make full use of all aspects of the Service in a particular month.

6. Term and Termination.

6.1. The MSA's "**Initial Term**" begins on the MSA Effective Date and terminates one year later unless terminated earlier or extended as provided here. The MSA will automatically renew for successive one-year periods ("**Renewal Terms**") after the Initial Term's end unless either party gives the other party written notice of non-renewal at least 90 calendar days before the end of the Initial Term or Renewal Term then in effect, in which case the Term will terminate at the end of the then-current Initial Term or Renewal Term. The MSA's "**Term**" is the Initial Term and all Renewal Terms together.

6.2. Either party may terminate this MSA by written notice to the other party immediately if the other party (a) has failed to cure any material breach of this MSA (other than a breach by Client of a payment obligation) within 30 days after receiving notice of same from the first party, or (b) becomes insolvent, is liquidated or dissolved or if any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency, reorganization of debts or debtors relief law or similar law.

6.3. Client may also terminate as Section 7 provides.

6.4. RTT may also terminate this MSA immediately by written notice if Client has failed to make full payment for an invoice sent pursuant to this MSA for 60 or more days since receiving the invoice.

6.5. Termination of this MSA will contemporaneously terminate all licenses that it grants.

7. Change Requests & Plan Change Notices.

7.1. At any time during the Term, Client may make a written request to RTT (a "**Change Request**") for modifications to a SOW then in effect. RTT within 10 business days will respond to any Change Request by providing a new proposed SOW, which may include new fee provisions or other new terms. The new SOW will take effect and modify the original SOW if and when executed by both parties.

7.2. At any time during the Term, RTT may provide Client with a written notice of changes to pricing (outside of Per User Base Fee Count Changes) or other terms of this MSA or any SOW (a "**Plan Change Notice**"). A Plan Change Notice will specify a date at least 30 days in the future on which the changes will be effective (the "**Plan Change Date**").

8. **Fees and Payment.** Client will pay RTT the Fees specified in each SOW. Each party will be responsible for its own taxes properly levied on it by virtue of its undertakings hereunder.

9. Representations and Warranties.

9.1. Each party represents to the other that it has the right, power and authority to enter into and perform its obligations under this MSA.

9.2. RTT represents and warrants that at all times during the Term, it will have in effect general commercial liability insurance in an amount of at least \$1 million per occurrence and will provide Client with a certificate of insurance upon request. Client represents and warrants that at all times during the Term, it will have in effect appropriate types and levels of insurance covering Client and all Users for losses, damages or expenses arising out of and relating to this MSA and the Service.

10. Confidentiality. This Section 9 applies to any Confidential Information received by a party (the "**Recipient**") from the other party (the "**Discloser**") in connection with this MSA. A Recipient will use such Confidential Information solely to perform its duties under this MSA and will disclose it only to the Recipient's Personnel who are bound by obligations of confidentiality at least as strict as those contained in this MSA. "**Confidential Information**" means information designated by the Discloser as "confidential" or "proprietary" or which a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information includes, without limitation, information relating to the business, operations, ideas, inventions, strategies and finances of a party or its customers. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the Recipient; (ii) is in the Recipient's possession before receipt from the Discloser; (iii) is acquired by the Recipient from a third party without breach of a confidentiality obligation; or (iv) is independently developed by Recipient without reference to the Discloser's Confidential Information. Money damages will not be an adequate remedy if this section is breached and, therefore, either party may, in addition to any other remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

11. Return of Materials. Promptly after termination of this MSA, RTT will deliver to Client all records, notes, data, memoranda, models, information, software and equipment of any nature that are in RTT's possession or under RTT's control and that are Client's property. RTT will cooperate fully with Client to transfer all software, information, and data to another server owned by Client or by its agent.

12. DISCLAIMERS.

Any warranties in or relating to Third-Party Software are only those warranties, if any, that may be offered by the Third-Party Software's licensor. RTT makes no warranties of any kind, to Client, to Users or to any third party, whether express, implied or statutory, regarding any part of the Service (including Third-Party Software and RTT Services), including without limitation all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, non-infringement of third-party rights and any warranties or conditions arising out of course of dealing or usage of trade. Further, RTT disclaims any warranty that the Service will be uninterrupted, error-free, virus-free, or secure, or that Client or User Systems will be protected from any or every form of cyber attack. RTT cannot control the behavior and actions of Client or Users, either of which could permit or cause cybercrimes against Client, Users and Client or User Systems.

Client assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of RTT's gross negligence or willful misconduct.

While some components of the Service from time to time may refer to legal obligations, RTT does not engage in the practice of law in providing the Service or any other advice or service to Client or Users.

The disclaimers in this section apply notwithstanding anything else in this MSA.

13. LIMITATION OF LIABILITY.

Except with respect to either party's confidentiality or indemnification obligations hereunder or damages and damages arising from either party's violation of the other party's Intellectual Property rights, (a) neither party will be liable to the other party or to any third party for any incidental, indirect, punitive, special or consequential damages relating to this MSA, and (c) each party's total liability for any and all claims relating to this MSA will not exceed the total amount paid by Client during the prior three months of this MSA Term. RTT will have no liability to any third party for any losses or damages under any theory of liability. These limitations will apply to all claims for damages, whether based in contract, warranty, strict liability, negligence, tort, or otherwise, and regardless of the person bringing the claim.

This Section 12 ("**Liability**") is intended to be as inclusive as any applicable law permits. Client's agreement to this MSA confirms that Client has read it, fully understands it, has had the opportunity to discuss it with legal counsel of Client's choice, understands that through it Client is giving up substantial rights, and intends to completely and unconditionally release liability to the greatest extent allowed by law.

14. Indemnification. RTT will indemnify, defend and hold harmless (collectively "**indemnify**" or "**indemnification**") Client and Client's officers, employees, directors, agents, independent contractors, licensors and suppliers ("**Client Indemnitees**") from and against any third party claims, demands, actions and proceedings, and any resulting liabilities, damages, costs and expenses (including reasonable legal fees and expenses), brought against any Client Indemnitees, alleging that the RTT Services infringe any patent, trademark or copyright of any third parties. Such indemnification, however, excludes such claims which arise or result from (1) any use of the RTT Services by Client or User or any other party that violates this MSA; and/or (2) the combination, operation, or use of the RTT Services in connection with a third-party product or service (the combination of which causes the claimed infringement). This indemnification and hold harmless provision will apply during the Term only.

Client will promptly notify RTT in writing of any action, threat of suit or claim for arbitration that Client receives that may qualify for the indemnification provided herein. In such a case, the parties



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will confer in good faith regarding the appropriate course of conduct, and RTT will have sole discretion regarding the disposition and any settlement of the matter.

RTT will not indemnify, defend or hold harmless any Client Indemnitee from any claims, demands, actions or proceedings, or any resulting liabilities, damages, costs or expenses, relating to or arising from any Third-Party Software.

15. Client's System Requirements. Some RTT Products and/or various specific components of some RTT Products may require that Client or Users use particular hardware, operating systems, browsers or other software, or particular versions or generations of software ("**System Requirements**"), in order to function correctly. To the extent the Service has System Requirements, they will be indicated in the attached SOW.

16. General.

16.1. Nature of Relationship. Each party will act as an independent contractor with respect to this MSA, and employees of one party will not be considered to be employees of the other. This MSA creates no agency, partnership, joint venture, other joint relationship or fiduciary relationship. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. RTT is not an insurer and will not act as an insurer with respect to Client, its Users or any other person.

16.2. Third-Party Beneficiaries. There are no third-party beneficiaries under this MSA.

16.3. Assignment. Client may not assign or transfer any of its obligations, licenses or rights under this MSA without RTT's prior written consent. RTT may assign this MSA without Client's prior notice or consent.

16.4. Force Majeure. Neither party will be liable for failure to perform any obligation or delay in performance resulting from or contributing to any cause beyond that party's reasonable control, including without limitation any failure, downtime or deficient service on the part of a provider of Third-Party Software, an act of God, act of civil or military authority, act of war or terrorism, act (including delay, failure to act, or priority) of any governmental authority, power outages, civil disturbance, insurrection or riot, sabotage, fire, severe weather conditions, earthquake, flood, strike, work stoppage or other labor difficulty, embargo, delay in transportation or embargoes.

16.5. Terms Binding on Successors. This MSA will bind and inure to the benefit of the parties and their respective heirs, administrators, successors, and assigns.

16.6. Severability. If any provision of this MSA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this MSA will otherwise remain in full force and effect and enforceable.

16.7. Waiver. No waiver of any breach of any provision of this MSA will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no



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waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

16.8. Entire Agreement. This MSA is the entire understanding of the parties and supersedes all prior agreements between them concerning its subject matter. Any amendment must be (a) in writing and expressly state that it is amending this MSA or (b) made as Section 7 provides.

16.9. Governing Law. The laws of New York, except for conflict of law rules, will apply to any dispute related to the Service or to this MSA.

16.10. Duties to Law Enforcement. Each party's obligations in this MSA are subject to any legal obligations that that party may have under the law of any jurisdiction to (a) notify law enforcement officials of any data breaches, hacking attempts, or other cybersecurity incidents (concerning a party or any third party) of which the party may become aware during the Term or (b) follow guidance from law enforcement in response to such notifications.

16.11. Dispute Resolution. The parties will attempt to settle any dispute or claim by either of them relating to this MSA or the Service by good-faith consultation. If such consultation yields no satisfactory resolution of the dispute or claim, then either party may submit it to arbitration in accordance with the Small Claims Rules of the American Arbitration Association ("**AAA**") then in effect (the "**Rules**"). The arbitration will be held, and the award will be rendered, in Androscoggin County, Maine. The award will be final and binding on the parties as from the date rendered, and will be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues, or accounting presented to the arbitral tribunal. Judgment upon any award may be entered in any court having jurisdiction thereof. In the case of any dispute, the prevailing party to these Terms will be entitled to recover reasonable attorneys' fees and costs, including expert witness fees, from the other party.

16.12. Time Limitation on Disputes. Client will not bring any claim, action or proceeding that it may have against RTT (or against any of RTT's employees, directors, officers, agents or independent contractors) more than one year after the cause of action has accrued or more one year after the termination of this MSA, whichever is earlier.

16.13. Notices. Notices to RTT under this MSA are accepted only when sent to the following addresses, which either party may change during the Term by written notice to the other at these initial addresses:

For Client:	For RTT:
Town of Lisbon 300 Lisbon St Lisbon, ME 04250	RoundTable Technology P.O. Box 2313 Lewiston, ME 04241-2313



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16.14 Survivability. The following sections of this MSA will survive its termination: sections 12 (disclaimers); 13 (limitation of liability); 14 (indemnification); 16.3 (assignment); 16.5 (successors); 16.8 (entire agreement); 16.9 (governing law); 16.10 (law enforcement); 16.11 (dispute resolution); 16.12 (time limitation on disputes).

THE PARTIES BY THEIR DULY AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS MSA AS OF DATE LAST SIGNED BELOW.

Company	ROUNDTABLE TECHNOLOGY INC.	CLIENT
Signature		
Name	Evan Desjardins	
Title	Chief Executive Officer	
Date	4/29/2020	

ARTICLE II. - PURCHASING POLICY^[2]

Footnotes:

--- (2) ---

Editor's note— At the town council meeting of Dec. 4, 2007, the purchasing policy in Art. II was amended in its entirety to read as herein set out. Former Art. II, §§ 86-31—86-42, pertained to similar subject matter, and derived from a selectman ordinance of July 7, 1992, §§ A—K; and selectman ordinance of Oct. 20, 1998.

Sec. 86-31. - Purpose.

- (a) *Introduction.* This article establishes guidelines for the purchase of equipment, supplies and services for the town.
- (b) *Purpose.* The purpose of this article is to standardize the purchasing procedures for the town, thereby increasing savings of taxpayers' money and to set forth the duties and responsibilities of the department heads.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-31a. - Budget and expense responsibility.

The responsibility of the entire town budget and expenses resides with the town manager and finance director. The town manager is solely accountable to the town council as identified in the Charter. Each department head is responsible and accountable for his or her department's budget and expenses regardless of expenditures initiated by those identified in section 86-41.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-31b. - Payments and obligations prohibited.

- (a) *Payments.* No payment shall be made or obligation incurred against any appropriation except in accordance with appropriations duly made and unless the town manager/finance director or the town council first discerns that there is sufficient unencumbered balances within the total departmental or cost center appropriation and that sufficient funds there from are or will be available to cover the claim or meet the obligation when it becomes due and payable.
- (b) *Violations.* Any authorization of payment or incurring of obligations in violation of the provisions^[AW1] of this policy shall be void and any payment so made illegal, such action shall be cause for removal of any department head who knowingly authorized or made such payment or incurred such obligation, and such department head shall be liable to the town for any amount so paid; provided, however, that no provision of this policy shall be construed to prevent the town from making or authorizing payments or making contracts for capital improvements to be financed wholly or partly by the issuance of bonds or to prevent the making of any contract or lease providing for payments beyond that end of the fiscal year, provided that such action is made or approved by ordinance and is not in violation of state or federal law.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-32. - Small purchases.

Purchases up to \$ 1,000 [AW2] shall be authorized by the department heads choosing the best value, taking into consideration price, local market availability and quality of merchandise as long as the dollars have been appropriated.

Purchases or contracts for good or services in excess of \$1,000 shall require purchase order approval by the town manager or finance director.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-33. - Informal bidding requests Purchases of \$1,000-10,000 - Three Quotes Required.

Informal bidding requests shall be used whenever a purchase or contract exceeds \$1,000.00 1,000.00 \$2,500, but is less than \$5,000.00 \$10,000.00. The informal bidding requests process requires that The Department Head shall obtain a minimum of three (3) written quotations shall be obtained from at least three from vendors, either in writing or by verbal communications. The vendor names and specifics for all quotes shall be clearly identified. Email or online quotations shall be accepted.

Award of three (3) quote purchases shall be made by the department head in consultation with the town manager/finance director as outlined below:

For vendors set up in accounts payable, the quotes shall be attached to the PO requisition to be submitted for town manager/finance director approval. In the event that three (3) quotes cannot be obtained, (sole source or limited market, unavailability etc) the specific shall be summarized in the purchase order requisition content for consideration/approval by the town manager or finance director.

In the event that the lowest quote is from a vendor not yet set up in accounts payable, the specifics of the request shall be summarized by the department head in writing to the town manager/finance director for consideration. If approved, the vendor shall be sent W9 Form to be set up in accounts payable and then a purchase order requisition as outlined above shall be created for town manager/finance director for the purchase.

The vendor names and telephone numbers shall be included on the purchase order or attached under this method. The requests for quotations are not publicly advertised, nor is there a formal bid opening. Award of the informal bid request shall be made by the department head in consultation with the town manager. The town manager must countersign all purchase orders over \$1,000.00 before the purchase order is placed and submitted for encumbrance.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-34. - Purchased in excess of \$10,000 - Formal Bidding Required.

- (a) Purchases and contracts in excess of \$5,000.00 \$10,000.00 shall require the use of the bid process in this section.
- (b) Notice of invitation to bid ~~should~~ shall be published on the town website may be published in a newspaper providing local coverage or and distributed electronically or by mail -mailed to a qualified bidders list. Notification should be made whenever possible at least ~~five days~~ two weeks preceding the last day acceptable for the receipt of bids. In addition to the invitation to bid, each prospective bidder will be furnished a specification sheet as deemed necessary by the town manager.
- (c) Bids shall be submitted, sealed and identified as "BIDS" on the envelope. They shall be opened in public at the time and the place stated, and the bid results and tabulation shall be available for public inspection. The town manager or town council, where appropriate, will have the authority to waive the formalities of this bidding process should it be determined to be in the town's best interest.

- (d) Where deemed necessary by the town manager or town council, bid deposits may be prescribed. Unsuccessful bidders shall be entitled to a return of the deposit, while the successful bidder shall forfeit the bid deposit upon failure on their behalf to enter into a contract within ~~44~~30 days after the award.
- (e) Before entering into a contract, for projects in excess of \$50,000 the town manager or town council shall have the authority to require performance bonds in such amounts as they may determine necessary to protect the best interests of the town. For projects—projects in excess of \$100,000 where any portion is Federally or State Funded, performance bonding will be required.
- (f) All Formal Bid Purchases in excess of \$10,000~~10,000.00~~ ~~\$15,000.00~~ shall require the approval of the town council.
- (g) *Purchases by competitive bidding—Waiver.* The requirement of competitive bidding may be waived by a vote of the council upon recommendation by the town manager when he/she determines that quality, expertise, time factors, or other important considerations outweigh the possible benefits of bidding or requesting proposals.

The competitive bidding requirement may not be waived when legally required by a contract, grant award, or other types of financial assistance. This includes awards made by the State of Maine, federal government, county government, or any other agency providing assistance to the town where competitive bidding is required. Additionally, competitive bidding may not be waived by the town or any of its departments when required by state or federal statute, rule, or regulation.

(h) All purchases with funds provided by the State or Federal Government in whole or in part will be required to go through the formal competitive bidding process regardless of the amount of the purchase.

(i) For projects to be paid for in whole or in part with Federal Grant funds where a specific entity is being considered, staff must make a determination between Federal Grant sub-recipient and Contractor (vendor) status using the Federal Governments resources. Sub-recipient designated entities are prohibited from also being awarded a contract for the same grant they were designated sub-recipient status.

The Department Head shall document any sub-recipient designations for services to be communicated to the Town Manager.

(i) All necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firm are included in all bid notifications shall be made. Further, bid specifications shall require language requiring the same affirmative steps of contractors who subcontract.

(T.M. of 12-4-2007, § 2007-218; C.M. of 10-4-2011, V. 2011-186; C.M. of 11-18-2014, V. 2014-247; C.M. of 12-16-2014, V. 2014-274; C.M. of 2-2-2016, V. 2016-15.)

Sec. 86-34.5. - Disqualification from bidding.

Bidders or vendors may be disqualified from bidding on contracts with the town or providing products or services to the town if the bidder or vendor is delinquent with tax payments and/or other debts or liabilities the town, quasi-governmental agencies affiliated with the town such as the water department, or the town's revolving loan programs. The town shall require bidders and vendors to make payment in full, or to enter into payment arrangements satisfactory to the town manager, before considering any bid or quote from a delinquent bidder or vendor. Vendors and bidders will be informed that a condition of doing business with the town is that any monies owed for taxes, water/sewer, fines, general billing, debts, etc., will be withheld from any payments made to the vendor through the AP process.

Any vendor, who currently does business with the Town of Lisbon and has a delinquent tax or other liability with the town, will have their payments for goods and services offset by amounts that the vendor owes to the Town of Lisbon.

(C.M. of 1-19-2016, V. 2016-10)

Sec. 86-35. - ~~After hours e~~Emergency or Public Exigency purchases and/or repairs~~s~~.

~~After hours and e~~Purchases deemed either Emergency or Public Exigency purchases and repairs shall be approved by the Town Manager and may not be subject to three (3) quotes or formal bid process. All approved, emergency or Public Exigency purchases and repairs in excess of \$10,000 shall be documented and summarized for the Town Council in a timely manner. should have a purchase order processed the following day with a reasonable estimate of cost. Emergency items are not to exceed \$2,000.00 unless prior approval is obtained from the town manager.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-36. - Local bidding preference.

Local vendors shall only be granted preferential treatment when all bids received are for the same total amount or on a unit cost basis reflect the same pricing with quality and service being equal.

- ~~(a) — Provided all other factors are equal, a bidder having its place of business located within the town shall be awarded the contract if its bid is less than two percent higher than the low bidder.~~
- ~~(b) — If more than one bidder having its place of business located within the town is less than two percent higher than the low bidder, the contract shall be awarded to the lowest local bidder.~~

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-37. - Bid most advantageous to the town~~[AW3]~~.

~~A bid shall be chosen on the basis of price, quality of merchandise, suitability of merchandise, and the service reputation of the vendor and therefore may not necessarily be the lowest bid received.~~

Contracts shall be award to the lowest responsible bidder. In addition to price, the following shall be considered in determining the lowest responsible bidder:

- (a) The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgement, experience and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinance relating to the contract or services;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or proved the services;
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide maintenance and service for the use of the subject of the contract; and
- (i) The number and the scope of the conditions attached to the bid.

When federally funded bids contain a variety of criteria to be evaluated, the selection process should

include a matrix ranking the criteria by weight of importance. Evaluation and ranking criteria must be included in the RFP to prospective bidders.

Prior to the award of any Federal funded bids, the town manager/finance director will check www.SAM.gov to confirm that the low bidder is not on the federal debarred or ineligible contractors list. Ineligible or debarred bidders cannot be awarded federally funded project contracts.

In the event of a tie bid:

A. Non-Federal funded bids: if all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to a local bidder and second to an in-state bidder. If neither of the above applies, the contract shall be awarded to one of the tie bidders by drawing lots in public.

B. Federal funded bids: If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded first to any identified local disadvantaged business and, if none, then by public drawing of lots to decide who receives the bid award.

When the award is not given to the lowest bidder, a statement of reasons for placing the bid elsewhere shall be prepared and filed with the papers relating to the transaction.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-38. - Group purchase.

The town shall encourage group purchase by grouping two or more department requisitions on one purchase order. The town shall have the authority to join with other units of government, including quasi-municipal agencies, in cooperative purchase efforts when the best interest of the town will be served.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-39. - Duties of the department heads.

All department heads shall:

- (1) Determine acceptable quality of commodities and supplies to be purchased.
- (2) Cooperate with the town manager in establishing lists of approved specifications and vendors.
- (3) Share knowledge of special factors which will implement a policy designed to enable the town to minimize cost and maximize quality.
- (4) Supply the town manager with a list of estimated annual requirements of frequently used supplies, thereby fostering group purchasing.
- (5) Prepare requisitions with an eye toward group purchasing and keep corresponding records to facilitate correct accounting charges.
- (6) Be empowered to reject any unacceptable supply or commodity on the grounds of high cost or low quality, and provide the town manager a written detailed report of any rejection.
- (7) Report to the town manager all of the following:
 - a. Items beyond use.
 - b. Items being replaced or to be replaced.
 - c. Items no longer in use to his department operations.
 - d. Equipment or materials that are obsolete or surplus assets, to be reported to the town manager for appropriate disposition instructions.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-40. - Ethics in public contracting.

- (a) *Employee conflict of interest.* It shall be unethical for any town employee to participate directly or indirectly in a procurement contract when the town employee knows that the town employee or any member of the town employee's immediate family has a financial interest pertaining to that procurement contract.
- (b) *Gratuities and kickbacks.* It shall be unethical for any person to offer and for any town employee to accept any payment, gratuity or offer of employment for himself or his immediate family in connection with any part of a town purchase or contract.
- (c) *Waiver of conflict of interest.* The town council may grant a waiver of the conflict of interest provision upon making a written determination that:
 - (1) The financial interest of the town employee has been publicly disclosed.
 - (2) The town employee will be able to perform his procurement functions without actual or apparent bias or favoritism.
 - (3) The award will be in the best interest of the town.
- (d) *Use of confidential information.* It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person.
- (e) *Sanctions.*
 - (1) *Employees.* The town manager may impose any one or more of the following sanctions of a town employee for violations of the ethical standards in this article:
 - a. Oral or written warnings or reprimands.
 - b. Suspensions with or without pay for a specified period of time.
 - c. Termination of employment.
 - (2) *Nonemployee.* The town council and/or town manager may impose any one or more of the following sanctions on a nonemployee for violations of the ethical standards:
 - a. Written warning or reprimands.
 - b. Termination of contracts.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-41. - Purchase order authorization.

The persons authorized to submit purchase orders for their respective departments shall be as listed below:

- (1) Town manager.
 - a. Town manager.
 - b. Administrative assistant.
- (2) Public works.
 - a. Public works director.
 - b. Administrative assistant.

c. Chief mechanic.

d. Foreman.

e. Operations Manager

(3) Police.

a. Police chief.

b. Lieutenant.

c. Administrative assistant.

(4) Fire department.

a. Fire chief.

(5) Economic development.

a. Economic development director.

(6) Code enforcement.

a. Code enforcement officer.

(7) General assistance.

a. Deputy welfare director.

(8) Finance.

a. Finance director.

b. Accounts payable clerk (master purchase order only).

c. Tax collector (as it relates to taxes only).

(9) Parks & Recreation

a. Director of parks & recreation

(10) Town clerk.

a. Town clerk.

(11) Assessing.

a. Assessor.

(12) Sewer department.

a. Superintendent. (i.e. Engineer).

b. Operations manager.

(13) Lisbon Falls Library.

a. Librarian.

(14) Health officer.

a. Health officer.

(15) ~~Town engineer.~~

a. ~~Engineer.~~

(16) ~~Recreation department/teen center/MTM.~~

a. ~~—Director.~~

(17) Solid waste.

- a. Director.
- b. Foreman.
- c. Administrative assistant.

Note: All purchase orders need to be signed/approved by the department head or in his/her absence the established subordinate in command. If both are unavailable, an administrative assistant may sign any purchase order under \$100.00. Any amount above \$100.00 requires either the town manager's signature or written approval from the town manager for the administrative assistant to sign the purchase order with an explanation as to why the department head or subordinate was not available.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-42. - Distribution of purchase orders.

- (a) A copy of a purchase order, or the purchase order number, will be given to the vendor and will be retained by the vendor as the vendor's authorization to ship the equipment or supplies or perform the services specified.
- (b) A second copy will be given to accounts payable to be entered as a pending journal.
- (c) A third copy will be held by the department head until the goods are received. The purchase order with all appropriate signatures and invoice is then sent to the accounts payable clerk and processed for the next warrant for payment.
- (d) A fourth copy can be retained by the respective department.

(T.M. of 12-4-2007, § 2007-218; C.M. of 7-1-2014, V. 2014-115; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-43. - Petty cash.

The finance director will supply the departments as he deems necessary with a petty cash fund for the departments use on miscellaneous items. The amount of petty cash will not exceed \$100.00 for any one department. Department heads are required to retain receipts for all purchases. In order to have the petty cash fund replenished the department head is required to process a purchase order identifying all purchases, amounts and the actual master receipt for each purchase. When the purchase order is processed through the cycle the finance director will provide the petty cash as identified in the purchase order. The department head is fully accountable to the finance director for the management of these funds. Should petty cash be used inappropriately then the finance director will bring this misuse of funds to the attention of the town manager for the appropriate disciplinary action as identified in section 86-31b.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-44. - Grants.

There are two types of grants 1) grants that require a large match which is greater than what the town carries for a grant match budget. These types of grants will require council approval or possibly town approval depending on the size of the town matching funds required. These types of grants would be considered unbudgeted and would require a special appropriation within the confines of the charter; 2) grants that fall within what the town carries for grant match budget. These grants are considered budgeted as the council has budgeted funds in the current fiscal year to address grants that become available in the current fiscal year. These grants must also be approved by town council prior to submitting for the grant. This is required to make sure that when the grant money expires and there is a

requirement to continue funding the activity or equipment, which will be 100 percent by the town, that this continued expenditure is a true benefit to the community and does not become a burden to the taxpayer.

The intent is to make sure that council is aware and approves of all grants and the expenditures for that grant so as not to create an unnecessary liability for the town. The town manager is accountable to insure that department heads seek both town manager and town council approval prior to applying for any grant either funded or unfunded.

(T.M. of 12-4-2007, § 2007-218; C.M. of 11-18-2014, V. 2014-247)

Sec. 86-45. - Credit card use.

The town shall allow departments to purchase goods and services directly from vendors with a credit card when those items are needed, but it is not expedient, practical, or desirable to have either a check or cash available when payment is demanded. Credit cards shall not be used to circumvent the general purchasing procedures required by the policies of the Town of Lisbon.

The finance office will select a company to use to obtain the necessary credit cards and establish a line of credit with that company. Consideration will be given to a company who can meet the general purchasing needs of the various town departments and the billing and payment requirements of the town.

The finance office will establish appropriate credit limits for each card, recognizing that individual cards may vary with the types of goods and services which are anticipated to be acquired.

The use of this card is restricted for the Town of Lisbon to acquire goods and services which are appropriate for the conduct of the town's business.

Each department head is responsible for the use of the cards by their department. The department head is responsible to make sure that any charges are authorized town expenditures and that adequate monies are available within the department's approved budget.

No personal expenditures are allowed by employees with the credit cards, even if the intent is to repay the town at a future point.

Credit card bills submitted to the finance office for payment must include supporting documentation, such as receipts and invoices, which clearly show what goods and services were purchased using the credit card.

The persons authorized to be issued credit cards for their respective departments shall be as listed below:

- (1) Town manager;
- (2) Public works director;
 - a. Public works operations manager;
- (3) Police chief;
- (4) Fire chief;
- (5) Economic development director;
- (6) Parks director;
- (7) Recreation director;
- (8) Librarian;
- (9) Finance director.

(C.M. of 11-18-2014, V. 2014-247)

Secs. 86-46—86-70. - Reserved.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

May 12, 2020

Brett Richardson Marshall, Economic & Community Development Director
Town of Lisbon
300 Lewiston Street
Lisbon, Maine 04250

RE: Worumbo Mill Site Development Conceptual Planning
Preliminary Opinion of Costs

Dear Brett:

As requested, we have prepared a preliminary opinion of cost for possible infrastructure improvements to redevelop the former Worumbo Mill site off Canal Street. Attached please find a concept plan that reflects the possible redevelopment scenario under discussion. This potential concept is the basis of the attached preliminary opinion of costs for the Town to use for planning purposes, as well as for acquisition of funding. This estimate is preliminary based on the attached concept for planning purposes and based on available site condition mapping.

The scope of the work reflected in the cost estimate is as follows:

- Clearing and preparation of the site for construction. The Town has already completed significant work in this regard utilizing Public Works resources as well as local contractors. We have summarized these efforts as noted below as potential Town match based on actual and anticipated expenditures.
- Extending gravity sewer, installing a submersible pump station and force main connection to sewer at Route 196.
- Extending the water line into the site from the existing line under Canal Street.
- Extending buried electrical, telephone, and cable to site and lots.
- Constructing an access road of two 12 foot wide paved lanes into the site with concrete curb on both sides and sidewalk one side.
- Install catch basins and storm drainage system along the site access road.
- The sewer crossing of railroad would be a casing jacked under tracks.
- A 12 foot wide access road to the water with green space and

OLVER ASSOCIATES INC.

Mr. Brett Richardson, Economic & Community Development Director
May 12, 2020
Page 2

The construction of the 4 lot subdivision has an estimated cost of \$796,000 plus \$200,000 for a 110 space paved parking lot for a total of \$996,000.

In addition, we understand that the Town has either already completed or is in the process of completing the following items that could be offered as in kind matches:

<u>Property Acquisition</u>	
Purchase of 1 Canal Street (Worumbo Mill Site)	\$30,000.00
Survey	\$6,095.00
Legal Fees	\$9,620.00
Environmental Assessments (TRC) Brownfields Grant	<u>\$61,395.00</u>
	\$107,110.00
 <u>Clean-up</u>	
Atlantic Environments (Asbestos & Other Cleanup Costs	\$4,903.00
Equipment Rental	\$17,900.00
Employee In-kind Wages & Benefits	<u>\$30,589.00</u>
	\$53,392.00
 <u>Property Improvements</u>	
Fencing	\$18,000.00
Rock Crushing	\$20,000.00
Equipment Rental	\$5,250.00
Loam & Seed	\$12,000.00
Gravel	\$40,000.00
Park benches and pads	<u>\$6,500.00</u>
	\$101,750.00
 Local Match Total	 \$262,252.00

This would include the green space and access to the waterfront as shown on the concept plan. There could also potentially be space for a community garden, or other similar offering to the community on this site.

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Mr. Brett Richardson, Economic & Community Development Director
May 12, 2020
Page 3

We hope this information will be helpful as the Town continues its planning and funding effort for this site. If you have any questions or require anything further at this time, please let us know.

Very truly yours,

OLVER ASSOCIATES INC.



A handwritten signature in black ink, appearing to read "M. H. Olver".

Mandy H. Olver P.E., Vice-President
Senior Project Manager

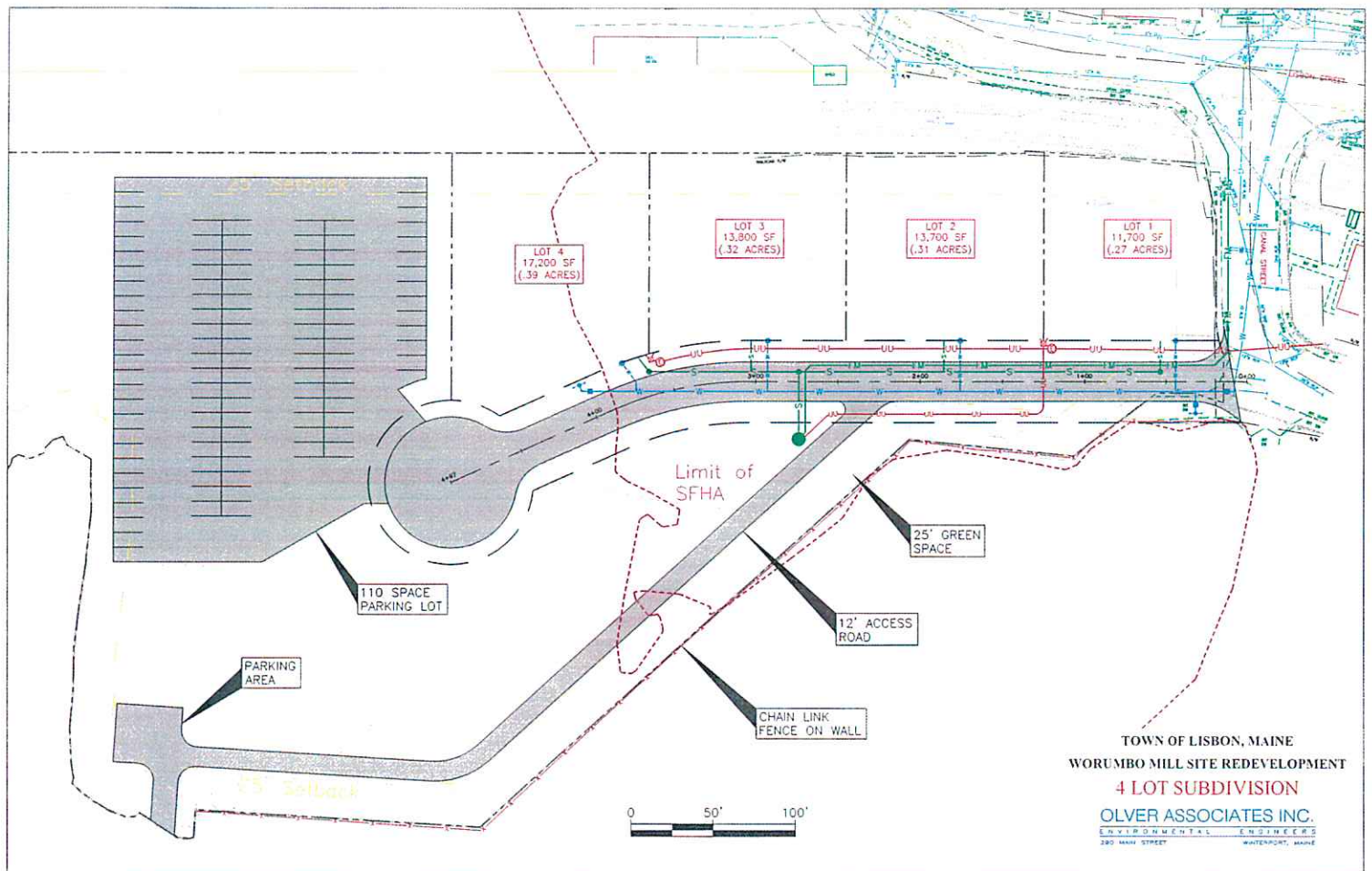
MHO/mh

1634/Worumbo

OLVER ASSOCIATES INC.

CONSTRUCTION COST ESTIMATE FOR WORUMBO MILL SITE
REDEVELOPMENT
FOUR DEVELOPED LOTS AND PARKING LOT

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>ESTIMATE</u>
LS	Traffic control/mobilization @ \$10,000/LS	10,000
LS	Temporary erosion control @ \$5,000 /LS	5,000
1000 CY	Roadway/driveway excavation @ \$25/CY	25,000
1000 CY	Roadway/driveway gravel base/subbase @ \$30/CY	30,000
500 TONS	4" Roadway pavement @ \$150/TON	75,000
130 TONS	2 ½" Driveway/sidewalk pavement @ \$200/TON	26,000
1400 LF	Concrete curbing @ \$15/LF	21,000
400 LF	8" DI Water Main @ \$75/LF	30,000
Allow	Hydrants, Water Valves	6,400
500 LF	4" Force Main @ \$45/LF	22,500
1 EA	Railroad Crossing	50,000
500 LF	8" PVC Gravity Sewer @ \$75/LF	37,500
300 LF	4" Sewer Services @ \$45/LF	13,500
3 EA	4' Sewer Manholes @ \$5,000/EA	15,000
1 EA	Submersible Pump Station @ \$30,000/EA	30,000
400 LF	Storm drain 12" to 24" diameter @ \$100/LF	40,000
4 EA	4'Ø Precast catch basins @ \$5,000/EA	20,000
600 LF	Primary underground conduit elect/tel cable@\$40/LF	24,000
1 EA	Lighting fixtures 6 @ \$10,000/EA	60,000
2 EA	Transformers @ \$10,000/EA	20,000
LS	Loam and seed @ \$10,000/LS	6,000
LS	General Conditions @ 10%	64,350
Subtotal		\$ 631,250
Geotechnical allowance		3,000
Design allowance		50,000
Inspection allowance		50,000
Parking Lot		200,000
Contingency allowance		61,750
CONSTRUCTION ESTIMATE		\$ 996,000



Worumbo Site Preparation Project Bid Opening
Thursday, May 14, 2020
Council Chambers
10:00am

Present: Diane Barnes, Town Manager
Ray Soucy, Public Works Admin

The following bids were received for the Worumbo Site Preparation Project and publicly opened:

Affordable Well Drilling, Inc \$20,000.00
28 Bowdoinham Rd
Sabattus, ME 04280

St Laurent & Son \$19,950.00
20 Highland Spring Rd
Lewiston, ME 04240

The following companies were sent an RFP however, did not turn in a bid for the Worumbo Site Preparation Project:

Contractor	Address	City	State	Zip Code
J Pratt Construction	769 Paris Road	Hebron	ME	04238
L P Poirier & Son	1331 Sabattus Street	Lewiston	ME	04240
Longchamps & Sons	15 Lisbon Street	Lisbon	ME	04250
Morin Excavating	8 Chasse Street	Auburn	ME	04210
Off Road Construction	110 Harris Road	Minot	ME	04258
Pratt & Sons	P O Box 236	Mechanic Falls	ME	04256
Shaw Brothers Construc.	341 Mosher Rd., Rt. 237	Gorham	ME	04038
K.R. Youland And Son, LLC	200 Auburn Rd	Turner	ME	04282

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR, PUBLIC WORKS DIRECTOR
SUBJECT: WORUMBO SITE PREPARATION PROJECT
DATE: MAY 14, 2020

Town of Lisbon, Public Works Department sent a request for Bids regarding the Worumbo Site Preparation Project for Rock Crushing.

Bids were sent on May 07, 2020, to all companies wanting to submit. The cut off time for submission of all sealed bids to the town was May 14, 2020 @ 10:00 am.

The companies that were sent a request for bids were J Pratt Construction, L P Poirier & Son, Longchamps & Sons, Morin Excavating, Off Road Construction, Pratt & Sons, Shaw Brothers Construction, St Laurent & Son, K.R. Youland And Son, LLC, Affordable Well Drilling, Inc.

In order, the bids received and opened are as followed:

1. Affordable Well Drilling, Inc.- \$20,000.00
2. St Laurent & Son - \$19,950.00
3. J Pratt Construction - Did not submit a Bid
4. L P Poirier & Son - Did not submit a Bid
5. Longchamps & Sons - Did not submit a Bid
6. Morin Excavating - Did not submit a Bid
7. Off Road Construction - Did not submit a Bid
8. Pratt & Sons - Did not submit a Bid
9. Shaw Brothers Construction - Did not submit a Bid
10. K.R. Youland And Son, LLC - Did not submit a Bid

After thorough review of each submitted bid, I recommend that the winning bid go to St Laurent & Son, due to the lower cost and all work performed will meet our specification needs.

Requesting that all work be performed prior to the end of June 2020.

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

PROPOSAL

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

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	Description	Qty	Unit \$/SF	Total \$
1	Crush approx.. 5,000 yards of material for Worumbo Mill site preparation as directed by Public Works Director.	5,000 yds approx.	\$ 4.00	\$ 20,000.00
Total Base Bid Price			\$	20,000.00

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Public Works Director in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

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

Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

James Bisson - President
164 Crowley Rd, Sabbathus, ME 04280

Company Name	Affordable Well Drilling Inc.
Signature	<i>James Bisson</i>
Title	President
Printed Name	James Bisson
Physical Address	28 Bowdoinham Rd. Sabbathus, ME 04280
Mailing Address	Same as Above
Firm's IRS ID # /DUNS#	01-0516749
Date	5/11/20
Phone #	207-375-7204
Fax #	207-375-7205
E-Mail Address	affordablewelldrillinginc@gmail.com

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

PROPOSAL

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

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	Description	Qty	Unit ^{c.y.} \$/Yd	Total \$
1	Crush approx.. 5,000 yards of material for Worumbo Mill site preparation as directed by Public Works Director.	5,000	\$ 3.99	\$ 19,950.00
Total Base Bid Price <i>NINETEEN THOUSAND NINE HUNDRED FIFTY dollars</i>			\$	19,950.00

The undersigned acknowledges the receipt of Addenda numbered ✓.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Public Works Director in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

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

Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

Gary ST. LAURENT President
WOODMAN LANE MUNMOUTH, MAINE

Company Name	ST. LAURENT + SON INC.
Signature	<i>Gary St. Laurent</i>
Title	PRESIDENT
Printed Name	GARY ST. LAURENT
Physical Address	20 Highland Spring Road LEWISTON, MAINE 04240
Mailing Address	SAME
Firm's IRS ID # /DUNS#	20-4024258
Date	5-14-20
Phone #	207-784-7944
Fax #	207-784-6592
E-Mail Address	INFO@STLAURENTANDSON.COM

TOWN OF LISBON, MAINE



**REQUEST FOR PROPOSAL AND CONTRACT DOCUMENTS
FOR
TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005**

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

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

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TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005
REQUEST FOR PROPOSAL

Bid #2020-005
WORUMBO SITE PREPARATION PROJECT
May 7, 2020

Sir/Madam:

Sealed bids will be received in the office of the Town Manager until **Thursday, May 14, 2020 until 10:00 a.m.**, at which time they will be publicly opened and read aloud on the enclosed specifications for the **WORUMBO SITE PREPARATION PROJECT**.

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

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

Respectfully,

Diane Barnes
Town Manager

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

Pre-Bid

Bid Date: May 14, 2020 @ 10:00 a.m.

The Town of Lisbon is seeking qualified bids from electrical contracting companies to furnish and install all aspects of electrical service and supply components needed to complete the **WORUMBO SITE PREPARATION PROJECT**.

SCOPE OF WORK

The contractor will crush approx. 5,000 yards of material for Worumbo Mill site preparation located at 1 Canal Street in Lisbon Falls as directed by Public Works Director.

The contractor will carry out all work necessary to complete this project. The contractor shall include all materials, equipment, tools, services and supervision necessary to furnish, deliver, unload, demolish, dispose, install and place into satisfactory operation the equipment as called for or hereinafter specified, including any incidental work not specified, but which can reasonably be inferred as part of this project.

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

All materials and workmanship shall carry the manufacturer's standard guarantee. The bidder shall warrant to the buyer that the proposal conforms to these specifications without deviations.

All bidders must provide documentation that they are an authorized dealer of the item bid at the time of the bid. Bids from dealers not able to provide documentation from the manufacturer will not be considered.

INSURANCE:

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

WORKERS' COMPENSATION:

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

AUTOMOTIVE LIABILITY INSURANCE:

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

GENERAL LIABILITY INSURANCE:

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

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

PROPOSAL

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

The undersigned hereby declares that he/she has carefully examined the location of the proposed work, the proposed Contract Form and the Contract Documents therein referred to and that he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the Town of Lisbon, by its Town Manager to provide all machinery, tools, labor, equipment and other means of construction and to do all the work and to furnish all the materials, except those specified in the Specifications to be furnished by the Town, necessary to complete the work in the manner and time therein prescribed, in accordance with the conditions and requirements set forth in the Contract Documents and the requirements of the Public Works Director as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

#	Description	Qty	Unit \$/SF	Total \$
1	Crush approx.. 5,000 yards of material for Worumbo Mill site preparation as directed by Public Works Director.		\$	\$
Total Base Bid Price			\$	

The undersigned acknowledges the receipt of Addenda numbered _____.

The undersigned further agrees that, after notification by the Town Manager of the acceptance of his/her Proposal and the readiness of the Contract for signature, he/she will execute the Contract within ten (10) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (10) days after the execution of the Contract, unless otherwise specified in the Supplemental Specifications or directed by the Public Works Director in writing; and that he/she will prosecute the work to its completion within the time limit specified in the Supplemental Specifications.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Lisbon and of the State of Maine, in that order.

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

Ordinance. The full names and addresses of all persons and parties interested in this Proposal, as principals, are as follows (Give first and last names in full; and in the case of a Corporation, give names and addresses of President, Treasurer and Manager; and in case of a Partnership, give names and addresses of members):

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

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

CONTRACT

This Agreement, made and entered into the date listed below, in the year two thousand and twenty between the Town of Lisbon, Maine, a municipal corporation existing under the laws of the State of Maine, hereinafter called "Owner", by its Town Manager, party of the first part, and

Hereinafter called "Contractor", with legal address and principal place of business at:

Party of the second part.

WITNESSETH:

That the parties to these presents, each in consideration of the covenant and agreements on the part of the other herein contained, have covenanted and agreed and do hereby covenant and agree, the party of the first part for itself and the party of the second part for himself/herself and his/her heirs, executors, administrators and assigns under the penalties expressed in the Performance Bond and the Labor and Material Payment Bond as follows:

That this Agreement includes the following documents, hereinafter referred to as Contract Documents, which are attached hereto and incorporated by reference into this Agreement:

- A. Notice to Contractors
- B. Proposal
- C. Contract
- D. Notice of Award
- E. Notice to Proceed
- F. Supplemental Specifications
- G. Standard Specifications
- H. Contract Plans, if any
- I. Addenda, if any
- J. Federal Conditions, if any

That the party of the second part will do all the work, furnish all the materials, tools and equipment, except as otherwise specified, and do everything necessary and proper for performing and faithfully completing the work required by the Contract Documents in strict conformity with the provisions of the Contract Documents within the time specified in the Special Provisions, Plans, and the Standard and Supplemental Specifications. That the party of the first part will pay the party of the second part as full compensation for well and faithfully completing the whole work according to the Contract Documents as follows:

#	Description	Qty	Unit \$/SF	Total \$
1	Crush approx. 5,000 yards of material for Worumbo Mill site preparation as directed by Public Works Director.		\$	\$
Total Base Bid Price			\$	

The party of the second part represents and warrants:

- A. That he/she is financially solvent; and is experienced in and competent to perform the work; and is able to furnish the plant, materials, supplies, labor, and equipment to be furnished by him/her; and,
- B. That he/she is familiar with all Federal, State, Municipal and Departmental laws, ordinances and regulations which may in any way affect the work or those employed therein; and,
- C. That such temporary and permanent work required by the Contract Documents to be done by him/her can be satisfactorily constructed and used for the purposes for which it is intended; and that such construction will not injure any person or damage any property other than that damage caused by the construction; and,
- D. That he/she has carefully examined the Contract Documents and the site of the work; and from his/her own investigation has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface material likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions; and all the other materials and conditions which may in any way affect the work or its performance.

If you are proposing to use any subcontractors, please list them here along with references for them. They will need written permission from the Town Manager as well as the required insurance coverage and certificate of insurance submitted to the Town Manager.

IN WITNESS WHEREOF, the said Town, by its Town Manager and the said

By its _____ thereunto duly authorized have hereunto set their hands and seals the date below written.

Signed in the presence of:

Witness

By: _____
Diane Barnes, Town Manager

Date: _____

Witness

By: _____
Contractor

Date: _____

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

NOTICE OF AWARD

To:

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

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

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

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

Dated this: _____

By: _____
Project Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by (firm) _____

this the _____ day of _____, 2020

By: _____

Title: _____

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

NOTICE TO PROCEED

To:

You are hereby notified to proceed with the work entitled **WORUMBO SITE PREPARATION PROJECT**, together with all necessary appurtenances, and to diligently prosecute the work.

You are instructed to immediately take the necessary steps for execution of the work within ten (10) calendar days (or other start time as specified) from the date of this Notice to Proceed. The work is to be completed by July 15, 2020 as stated in the Contract.

By: _____
Project Manager

Title: _____

Date: _____

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

DIVISION 10
SUPPLEMENTAL SPECIFICATIONS

10.00 SCOPE OF WORK:

The scope of work for this program, includes crushing approximately 5,000 yards of material in the Worumbo work site preparation project located at 1 Canal Street in Lisbon Falls.

10.01 SAFETY

The Contractor shall conform to all OSHA Safety Requirements and those of any other pertinent regulatory agencies. The Contractor shall erect signage and traffic control devices in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD). The appropriate number of Flaggers shall be used to assist traffic and pedestrians in safely passing thru the work zone. At the end of the shift the work zone shall be properly secured allowing the safe passage of motor vehicles and pedestrians. Any work that is required to be performed at night shall conform to MUTCD and Department of Labor requirements.

10.02 PRE-BID CONFERENCE:

None

10.03 BID AWARD OR REJECTION

It is the intent of the Town to award a contract within ten (10) days after the bid due date. The Town reserves the right to reject any or all bids. The contract shall be awarded to one contractor, based upon total price of the Base Bid or in combination of Base Bid, with any/all alternatives, depending on the availability of funding or as being in the best interest of the Town.

10.04 TIME LIMIT

All work is to be completed by July 15, 2020 or otherwise stated in the Contract. The Contractor shall be aware that the work to be done will not necessarily be continuous and that the Contractor shall perform the work in accordance with the requirements of the Town as established from time to time throughout the progress of the work

10.05 GENERAL CONDITIONS

A. All materials entering into the installation, except as hereinafter noted, must be new and of the quality specified; otherwise, of the best commercial quality obtainable for the purpose. All parts to be worked, and the erection thereof, must be performed in the best and most substantial manner in accordance with the standards of the trade.

B. The Contractor shall visit the building site and shall take such measurements as necessary, to determine the actual conditions and follow this specification so that he/she may properly install and safely complete his/her work, as outlined in the specifications.

10.06 ERRORS OR OMISSIONS

A. Should any errors, omissions, or conflicts exist in the Specifications, the Contractor and/or subcontractors concerned, shall not avail themselves of such unintentional error, omission, or conflict, but shall have same explained and adjusted before signing the Contract and proceeding with the work. Otherwise, each Contractor or subcontractor shall, at his/her own expense, supply the proper materials and labor to make good any damage to, or defect in, his/her work caused by such error, omission, or conflict.

B. Any items inadvertently omitted from the Specifications, which are necessary for the proper completion and operation of the work, and that can reasonably be inferred as belonging to the various systems, shall be supplied by the Contractor as part of his/her work under this section of the Specifications.

10.07 EXTRA WORK ORDERS - CREDITS

A. No extra work will be paid for unless authorized by the Town Manager in writing. Where extra work is required, the Contractor shall provide an itemized account of the work involved and shall take into consideration any credits due to work omitted for any reason. Estimates shall clearly list such omitted work with proper credit given for same.

10.08 SITE INVESTIGATION

The Contractor shall examine the Specifications and sites of work and from his/her investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, quantity and quality of the surfaces, the machinery and services required to complete the project as required by the Contract Documents, and all other aspects of the work.

10.09 PRECONSTRUCTION CONFERENCE

A Preconstruction Conference will be held between the Contractor and the Town of Lisbon, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Specifications, and the Regulations of the Town. The Contractor shall give the Public Works Director a work schedule, a list of suppliers and subcontractors, and all other information required by the Contract at that time.

10.10 INSPECTION

The Contractor shall perform a detailed inspection of the existing area, and report to the Public Works Director the extent of any hidden damages not obvious on the surface from visual observation.

10.11 REPAIR OF DAMAGES

The Contractor shall take the necessary precautions to avoid any damage to Town property or adjacent properties as a result of the work. The Contractor must get the Code Enforcement Officer's approval

regarding the method of accessing the work areas. Additionally, any Town property or adjacent property, which is damaged as a result of the work, shall be repaired or replaced by the Contractor at his/her expense.

10.12 GUARANTEE

The Contractor shall and hereby does warrant and guarantee that all work executed under this division shall be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance. The Contractor shall further warrant that all materials furnished under this division and all work executed under this division are in accordance with all applicable laws, regulations, codes, etc.

10.13 CONTACT INFORMATION

The Public Works Director is the Town of Lisbon's contact person and addressee for receiving all technical communications about the Project. Address any and all inquiries and comments regarding the Project by telephone, fax, E-mail, or letter to:

Town of Lisbon, Public Works Director
300 Lisbon Street
Lisbon, ME 04250
Phone: (207) 353-3000 ext. 116
Fax: 207-353-3007
rcyr@lisbonme.org

TOWN OF LISBON
WORUMBO SITE PREPARATION PROJECT
BID NO. 2020-005

DIVISION 20
GENERAL PROVISIONS
STANDARD SPECIFICATIONS

20.01 SCOPE:

These Standard Specifications and Addenda, if any, are to govern construction of storm sewers, sanitary sewers, water lines, streets, sidewalks, parking lots, general construction and other related work, for the Town of Lisbon, and they shall become part of any contract with the Town for the construction of said work. Provisions of these Specifications shall be modified or changed only in writing. These Standard Specifications will be amended by Supplemental Specifications as necessary and by Contract Plans.

The Supplemental Specifications and Contract Plans delineate the particular project to which the Contract Documents pertain. Should any discrepancy be found to exist between the Standard Specifications and the Supplemental Specifications and/or the Contract Plans, the Supplemental Specifications and/or Contract Plans shall govern.

20.02 DEFINITIONS:

A. Contract Documents: Whenever the term Contract Documents, or a pronoun in its stead, is used, it shall mean and include, but not necessarily limited to, these items: The Notice to Contractors, the Proposal, the Contract, the Supplemental Specifications, the Standard Specifications, the Contract Plans, any other documents included with these Specifications and attached thereto, and any Addenda to the above issued prior to the date of this Contract.

B. Contractor: Whenever the term Contractor, or a pronoun in its stead, is used, it shall mean the person or persons or co-partnership or corporation or other entity which has entered into this agreement or their legal representative.

C. Owner: Whenever the term Owner, or a pronoun in its stead is used, it shall mean the Town of Lisbon, acting through its designated officials and/or employees.

D. Project Manager: Whenever the term Project Manager, or a pronoun in its stead, is used, it shall mean the Public Works Director of the Town of Lisbon or his/her assistants or inspector acting under him/her or his/her duly authorized representatives acting for him/her, limited to the particular duties entrusted to them.

F. ASTM: Whenever the abbreviation ASTM is used, it shall mean the American Society for Testing Materials; and, unless otherwise stated, refer to the latest revision of the particular standard.

G. Specification: Whenever the term Specifications or a pronoun in its stead is used, it shall mean and include the Standard Specifications as herein set forth and any Supplemental Specifications included in the Contract Documents.

H. Contract Plans: Whenever the term Contract Plans, or a pronoun in their stead, is used, it shall mean and include all drawings, graphic representations, diagrams and any notes or explanations thereon supplied to the Contractor before the date of this Contract.

I. Lump Sum Bid Price: Whenever the term Lump Sum Bid Price, Lump Sum Bid, Lump Sum or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor to furnish the labor, machinery, tools, apparatus and other means of construction and for doing all the work and furnishing all material called for by the Contract Documents except rock excavation and those items specifically stated as being considered extra work or for which unit prices have been established in the Contract and Proposal.

J. Unit Bid Price: Whenever the term Unit Bid Price, Unit bid, Unit Price or a pronoun in their stead is used, it shall mean the amount of money mutually agreed to by the Contractor and the City as full payment to the Contractor for furnishing all necessary labor, materials and equipment (except that which is specifically excluded in the Supplemental and Standard Specifications and Contract Plans) necessary to do one unit of work, i.e., the unit price for one cubic yard of excavation multiplied by the actual number of cubic yards excavated, yields the total payment for the work done.

20.03 INSURANCE AND LIABILITY:

The Contractor shall take all responsibility of the work and take all precautions for preventing injuries to persons and property in or about the work; shall bear all losses resulting to him/her on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected or on account of the weather, elements or other cause; and he/she shall assume the defense of and indemnify and save harmless the Town and its officers, agents and servants from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor and his/her employees in doing the work, or in consequence of any improper materials, implements or labor used therein; and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall furnish proof of coverage with adequate insurance of the types and to the limits specified below naming the Town of Lisbon as additional insured. Certificate of such insurance shall be filed with the Town Manager for his/her approval before permission to commence work will be granted.

20.04 INSURANCE REQUIREMENTS

A. Claims:

The Town of Lisbon will not be held responsible for any damages or injuries arising out of any project activity for the Town. Any related claim will be referred to the Contractor. The contractor may wish to make personal restoration within a reasonable amount of time at the property owner's satisfaction or process a claim with their insurance carrier.

B. Insurance:

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

C. Workers' Compensation:

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

D. Automotive Liability Insurance:

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

\$50,000/\$100,000 aggregate.

E. General Liability Insurance:

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

F. Performance Bond and Labor and Material Payment Bond in the sum of the total amount of the Contractor's proposal with a surety company satisfactory to the Owner will be required as surety for the faithful performance of the Contract by the successful bidder. The bonds will be required prior to execution of the Contract.

20.05 DISPUTE RESOLUTION COSTS AND EXPENSES:

In the event of any dispute between or involving the Town of Lisbon and Contractor, whether resolved by arbitration, litigation or some other mechanism of dispute resolution, in the event that the Town shall be a prevailing party, Contractor shall reimburse the Town for its attorney's fees and costs reasonably incurred in connection with the resolution of the dispute.

20.06 LAWS AND REGULATIONS:

The Contractor shall keep himself/herself informed of all existing and future State and Federal laws and Municipal ordinances and regulations which in any way affect those engaged or employed in the work, or the materials used in the work; or in any way affect the conduct of the work and of all orders and decrees of bodies of tribunals having any jurisdiction is discovered in the Plans or Specifications or Contract for this work in relation to any such law, ordinance, regulation, order or decree, he/she shall forthwith report the same to the Project Manager/Town Manager in writing. He/she shall at all times himself/herself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or his/her employees.

20.07 PERMITS:

The Contractor shall, at his/her own expense, obtain all necessary permits from the County, Municipal or other public authorities, shall give all notices required by law or ordinances; and shall post all bonds and pay fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

20.08 ESTIMATES AND PAYMENTS:

The Project Manager will, each month, make an approximate estimate of the amount of work done since the last preceding estimate and of the value thereof, and upon such estimate being made, the Town will pay to the Contractor ninety (90%) per cent of the estimate; provided, however, that no such estimate or payment shall be required to be made when, in the judgment of the Project Manager, the total value of the work done since the last estimate or payment amounts to less than three hundred (\$300.00) dollars. Payment may at any time be withheld if the work is not proceeding in accordance with the provisions of this Contract. The Project Manager may, if he/she deems it expedient so to do, cause estimates to be made more frequently than once in each month, and he/she may approve payments to be made more frequently to the Contractor. The Project Manager may at his/her option retain, temporarily or permanently, a smaller amount than aforesaid, and may approve payment to the Contractor, either temporarily or permanently from time to time during the progress of the work, of such portion of the retained amount as he/she may deem prudent. The Owner may

keep any money which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damage incurred by the Owner and determined as herein; and may retain, until all claims are settled, so much of such money as the Director shall be of the opinion will be required to settle all claims against the Owner, its officers, agents or servants.

20.09 FINAL ESTIMATE AND PAYMENT:

It is further mutually agreed that whenever, in the opinion of the Project Manager, the Contractor shall have completely performed all the work embraced in this Contract, the Project Manager shall proceed with all reasonable diligence to measure the work and shall make out the final estimate for the same and shall certify the same in writing; and his/her certificate shall state the whole amount of the payments previously paid and the amount retained in all previous estimates. Within the term of thirty (30) days after the date of such final estimate, the Town will pay to the said Contractor the amount due. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

Provided that nothing herein contained shall be construed to affect the right of the Town by its Project Manager hereby reserved, to reject the whole or any portion of the aforesaid work should the said certificate or certificates be found or known to be inconsistent with the terms of this Agreement or otherwise improperly given.

20.10 LAST PAYMENT TO TERMINATE LIABILITY OF CITY:

No person or corporation other than the signer of this Contract as Contractor now has any interest hereunder, and no claim shall be made or be valid; and neither the Town, nor its Manager or Council, nor any member or agent thereof, shall be liable for, or be held to pay any money, except as provided for in Sections 20.07, 20.08, 20.16, and 20.33 of the Standard Specifications and in the Contract. The Acceptance by the Contractor of the last payment aforesaid shall operate as and shall be a release to the Town, its Manager, its Council, and every member or agent thereof, from all claim or liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Town, or of any person relating to or affecting the work, except the claim against the Town for the remainder, if any there be of the amount kept or retained as provided for in Section 20.07.

20.11 SITE INVESTIGATION:

The Contractor shall examine the Plans, Specifications and site of the work and from his/her own investigation, determine the nature and location of the work, the general and local conditions, particularly those bearing on access, transportation, quality and quantity of surface and sub-surface materials to be encountered, and all other aspects of the work, machinery and services required to complete the project as required by the Contract Documents. The Town will not be responsible for any understanding or representation made by any Town employee during or prior to negotiation and execution of the Contract, unless such understanding or representation shall be in writing and become a part of the Contract Documents.

20.12 BORINGS AND ESTIMATE OF QUANTITIES NOT WARRANTED:

It is expressly understood and mutually agreed to by the parties hereto that the quantities of the various classes of work to be done and materials to be furnished under this Contract have been estimated and are approximate and only for the purpose of comparing on a uniform basis the bids offered for the work. It is also understood that the Contractor has made his/her proposal from his/her own examinations and estimates and shall not hold the Town, its agents or employees responsible for or bound by any schedule, estimate, sounding, boring

or any plan thereof as being even approximately correct; and should the Contractor encounter quicksand or other difficulties, he/she shall have no claim on that account; and he/she shall, if any error in any plan, drawing, specification or direction relating to anything to be done under this Contract comes to his/her knowledge, report it at once to the Engineer. The Contractor further agrees that neither the Town of Lisbon, nor the Project Manager, nor either of them separately or together are to be held responsible that any of the quantities be found even approximately correct in the construction of the work, and that the Contractor will make no claim for anticipated profits or for loss of profit because of a difference between the quantities of the various classes of work actually done, or of the materials actually delivered, and any estimated quantities stated in the bids. The Contractor hereby agrees that he/she will complete the entire work to the satisfaction of the Project Manager and in accordance with the Specifications and Plans herein mentioned and at the prices agreed upon and fixed therefore. No increases in the unit prices will be made due to a change in the quantity for a bid item.

20.13 COMMENCEMENT OF WORK:

The Contractor agrees to commence the work required in the Contract Documents within ten (10) days after the signing of the Contract and deliverance of the Bond, unless otherwise specified in the Supplemental Specifications or directed by the Project Manager; and at his/her own cost and expense do and complete all the work and furnish all the labor, machinery, tools and materials, except as specified in the Supplemental Specifications, and to do everything required to build and put into complete working order for the Town of Lisbon the work described in the Contract Documents.

20.14 TIME AND ORDER OF DOING WORK:

The Contractor agrees that the work shall be commenced and carried on at such points and in such order of precedence and at such times and seasons as may from time to time be directed by the Project Manager.

It is further agreed that no work shall be done under this Contract on Saturdays or Sundays or on days declared by the State Legislature as Legal Holidays, except in cases of emergency and then only with the consent in writing of the Project Manager; nor shall any work be done at night unless authorized in writing by the Project Manager. The Contractor shall make his/her work week conform to that of the Lisbon Town Office. When permission is granted to perform work during times other than this work week, the Contractor shall reimburse the Town for any costs for inspection during these periods.

20.15 NO DAMAGES FOR DELAY:

The Project Manager may delay the beginning of the work or any part thereof if the Town shall not have obtained possession of the land in or upon which the same is to be performed or if for any other reason it becomes necessary to do so. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this Contract on his/her part as the Project Manager shall certify in writing to be just. Whenever any part of the work covered by this Agreement is done in part by or connects with the work so as to accommodate the work of the other contractors and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have a claim against the Town growing out of the negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

20.16 COMPETENT PERSONNEL TO BE EMPLOYED:

The Contractor shall employ only competent personnel to do the work; and whenever the Project Manager shall notify the Contractor, in writing, that any person on the work is, in his/her opinion, incompetent,

unfaithful, disorderly or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed on it except with the consent of the Project Manager.

20.17 NOT TO SUBLET OR ASSIGN:

The Contractor shall give his/her personal attention constantly to the faithful prosecution of the work, shall keep the same under his/her personal control and shall not assign, by power of attorney or otherwise, nor sublet the work or any part thereof, without the previous written consent of the Project Manager; and shall not, either legally or equitably, assign any of the money payable under this Agreement or his/her claim thereto, unless by and with the like consent of the Project Manager.

20.18 DIRECTIONS AND EXPLANATIONS, CORRECTIONS OF ERRORS:

The Plans and Specifications are understood to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either of them, the parties hereto further agree that the explanation and decision of the Project Manager shall be final and binding on the Contractor; and all directions or explanations required or necessary to complete any of the provisions of this Contract and these Specifications and give them due effect shall be given by the Project Manager. Correction of any error in the Plans or Specifications may be made by the Project Manager, when such correction is necessary for the proper fulfillment of the intention of such Plans or Specifications, the effect of such correction to date from the time that the Project Manager gives due notice in writing to the Contractor.

20.19 DUTY TO NOTIFY PROJECT MANAGER IF AMBIGUITIES DISCOVERED:

The Contractor shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") contained in the Plans and Specifications that may significantly affect the cost, quality, conformity, or timeliness of the work. If the Contractor discovers any such ambiguity, etc., for which the Contractor may seek adjustments to compensation, time, or other Contract requirements, the Contractor shall provide a written notice stating the nature of the ambiguity, etc. within forty eight (48) hours of discovering or being notified of the ambiguity and before performing any work related to the ambiguity, etc., as provided in Section 20.19 – Early Negotiation. Failure to provide such written notice in compliance with the Contract shall constitute a waiver of all claims related to the ambiguity, etc.

20.20 EARLY NEGOTIATION:

A. Notice Required: When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in the requirements of the Plans and Specifications ("Issue"), then the Contractor shall notify the Project Manager in writing within forty eight (48) hours of identification of the issue and at least 48 hours before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

Such notice may be verbal only if confirmed in writing in one of the two following ways: (A) if a Progress Meeting is held within fourteen (14) days of the date that the Issue became known, such Notice may be confirmed with an entry in the Progress Meeting minutes. Such entry must describe the basic nature and extent of the Issue. (B) Otherwise, the Contractor shall confirm a verbal notice by delivering to the Project Manager, within fourteen (14) days of the date the Issue arose, a Written Notice that describes the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor

will not be entitled to any additional compensation, time, or any other change to the requirements of the Plans and Specifications without a timely Notice of Issue for Consideration.

B. Negotiation: When the Project Manager receives the Notice of an Issue for Consideration conforming to Section 20.19 A. Notice Required, the Project Manager and the Contractor will negotiate in good faith to attempt to resolve the Issue. Any resolution will be noted in the Progress Meeting minutes or confirmed otherwise in writing by the Project Manager. Any changes to the Plans and Specifications that affect compensation, time, quality, or other requirements of the Plans and Specifications shall be by written Change Order.

20.21 SUPERINTENDENCE BY CONTRACTOR:

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Project Manager and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll. All directions given to such representative in the Contractor's absence shall be as binding as if given to the Contractor.

20.22 ALTERATIONS:

It is further agreed that the Project Manager may make alterations in the line, grade, form, position, dimension or material of the work herein contemplated, or any part thereof, either before or after the commencement of the work; and that the Project Manager may at any time, order an alterations increase in the amount of work. Such increase shall be paid for according to the quantity actually done as extra work as provided for in Section 20.29. If such alterations diminish the quantity of work to be done, they shall not constitute a claim by the Contractor for damages or for anticipated profits on the work dispensed with and payment will be reduced in an amount determined as provided for in Section 20.30.

20.23 NO TOWN EMPLOYEE TO BE INTERESTED:

It is further agreed that this Contract shall be utterly void as to the Town if any person employed in any capacity by the Town of Lisbon is either directly or indirectly interested therein, except as provided by the Town Ordinance.

20.24 WAIVER:

No order by the Project Manager or any of his/her employees, nor any order, measurement or certificate by the Project Manager, nor any order by him/her for the payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Project Manager, nor any extension of time, nor any possession taken by the Project Manager or his/her employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved by the Project Manager, or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and the Town and the Project Manager shall also be entitled to a writ of injunction against any breach of any of the promises of this Contract.

20.25 ACCESS TO WORK:

The Project Manager and the Town Manager, their assistants and inspectors may, for any purpose, enter

upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other Town contractors may also, for all the purposes which may be required by their contracts, enter upon the work and premises used by the Contractor. Any difference or conflicts which may arise between the Contractor and other contractors of the Town in regard to their work shall be adjusted and determined by the Project Manager or the Town Manager.

20.26 PROJECT MANAGER TO DETERMINE AMOUNT AND QUANTITY OF WORK, INSPECTION OF MATERIALS:

To prevent all disputes and litigations, it is hereby agreed by and between the parties to this Contract that the Project Manager shall in all cases determine the amount and quality of the various classes of work which are to be paid for under this Contract; and that the Project Manager by himself/herself, or his/her representatives acting under him/her, shall inspect all the materials to be furnished and all work to be done under this Contract to see that the same corresponds to the Specifications herein set forth. The Contractor further agrees that he/she will furnish the Project Manager with such information and vouchers relating to the work, the materials therefore, and the persons employed thereon, as he/she shall from time to time request, and will give to the Project Manager or his/her representatives all necessary labor, tools and facilities for inspecting the material to be furnished and the work to be done under this Contract.

The Project Manager has the authority to stop the work whenever such a stoppage may be necessary to insure proper execution of this Contract. He/she also has the authority to reject all work and materials which do not conform to the Specifications or Plans, to direct application of forces to any portion of the work and to order the force increased or diminished as in his/her judgment is required.

20.27 DEFECTIVE WORK AND MATERIALS:

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill this Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Project Manager and accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect, in a manner satisfactory to the Engineer, and if any materials brought upon the ground for use in the work, or selected for the same, shall be condemned by the Project Manager as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil; but such materials shall, upon being so attached or affixed, become the property of the City.

20.28 SANITARY REGULATIONS:

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation and made fly proof and satisfactory to the Project Manager, shall be constructed and maintained by the Contractor in such a manner and their use shall be strictly enforced. The building or other structures for housing and personnel will be permitted only at such places as the Project Manager shall approve and the sanitary conditions in or about the structures must at all times be maintained in a manner satisfactory to the Director.

20.29 NO INTOXICATING SUBSTANCES:

The Contractor shall neither permit nor suffer the introduction or use of intoxicating substances upon or about

the works embraced in this Contract or upon any grounds occupied by him/her.

20.30 EXTRA WORK:

The Town of Lisbon reserves the right to add portions of the work required under this Contract, using the unit prices established in the proposal. The Town will determine if all work outlined in the plans or portions thereof shall be built under this Contract prior to the Contract signing.

The term Extra Work as used herein refers to and includes work required by the Town which, in the judgment of the Project Manager, involves changes in or additions to that are required by the Plans and Specifications; provided, however, such changes or additions do not result from the fault of the Contractor.

The Contractor shall do any extra work when and as ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing, and shall, when requested by the Project Manager so to do, furnish itemized statements of cost of the extra work ordered and give the Project Manager access to the accounts, bills and vouchers relating thereto. If the Contractor claims compensation for extra work not ordered as aforesaid, or for any damage sustained, he/she shall, within one week after the beginning of any such work or of the sustaining of any such damage, make a written statement to the Project Manager of the nature of the work performed or damage sustained and shall, on or before the fifteenth (15th) day of the month succeeding that in which any such extra work shall have been done or any such damage sustained, file with the Project Manager an itemized statement of the details and amount of such work or damage; and unless such statements shall be made as so required, his/her claim for compensation shall be forfeited and invalid and he/she shall not be entitled to payment on account of such work or damage. The determination of the Project Manager shall be final upon all questions of the amount and value of extra work. If a unit price does not exist, payment for extra work will be actual cost plus fifteen (10%) per cent. No allowance will be made for overhead costs.

20.31 REDUCTION OF WORK:

The Town of Lisbon reserves the right to delete portions of the work required under this Contract, using the unit prices established in the Proposal. The Town will determine if all work outlined in the Plans or portions thereof shall be built under this Contract prior to the Contract signing.

The Contractor shall omit and not perform any portion of the work required by the Contract Documents when ordered in writing by the Project Manager or his/her agents specially authorized thereto in writing. If no unit price exists, it will be an estimate to be made by the Project Manager and the Town Manager. Their estimate will be final and binding. These reductions shall not constitute a claim by the Contractor for damage or for anticipated profit on the work dispensed with.

20.32 NO TIME EXTENSION:

The Contractor further agrees that the time of completion of the whole work is the essence of the Contract; and that he/she will make every effort to complete the work within the time limit specified in the Supplemental Specifications. In the event the Contractor fails to complete the whole work in the time specified, there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of two hundred (\$200.00) dollars for each working day, over and beyond the time limit specified which is required by the Contractor to complete the whole work to the satisfaction of the Project Manager and the Town Manager. No extension of the time limit will be considered except in the case of an extremely unusual circumstance beyond the control of the Contractor. Any time extension will be authorized only in writing by the Project Manager and the Town Manager; in which case the inspection cost

charges will begin on the first working day after the extended time limit.

20.33 EMPLOYMENT OF LABOR:

The Contractor agrees that in the employment of labor, preference will be given, all things being equal, to citizens of Lisbon, the State of Maine and the United States in their respective order as above noted.

The Town of Lisbon prohibits discrimination and/or the exclusion of individuals from its municipal facilities, programs, activities and services based on the individual person's race, national origin, color, creed, religion, gender, sexual preference, age, disability, veteran status or inability to speak English.

20.34 CONDITIONS UNDER WHICH PROJECT MANAGER MAY COMPLETE WORK:

The Contractor hereby agrees that if the work to be done under this Contract shall be abandoned or if this Contract or any part thereof shall be sublet without the previous written consent of the Project Manager, or if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or at any time the Director shall be of the opinion that the work is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this Contract, or is not executing the Contract in good faith, or is not making such progress in the execution of the work as to indicate its completion within the required time, the Project Manager shall have the power and right to notify the Contractor to discontinue all work or any part thereof under this Contract. Thereupon the Contractor shall discontinue the work or any such parts thereof as the Director shall have the power, by contract with or without advertising, day labor or otherwise as he/she may determine, to employ such labor and obtain such tools and appliances as he/she may deem necessary to work at and be used to complete the work herein described or such parts thereof as the Project Manager may deem necessary, and to use such tools and materials of every description as may be found upon the line of work, and to procure other materials for the completion of the same, and to charge the expense of said labor, tools and materials to the Contractor; and the expense so charged shall be deducted and paid by the Town out of such monies as may be due or may become due the Contractor under this Contract or any part thereof. In case such expense is more than the sum which would have been payable under this Contract, if the same had been completed by the Contractor, then the Contractor shall pay the amount owed by the Town under this Contract at the time the Contractor is notified in writing to discontinue the work or any part thereof, plus the amount of the Bond executed by the Contractor for the performance of the Contract.

20.35 PAYMENT FOR MATERIALS:

Payments will be made in accordance with the price stated in the Contract. The Contractor may include requests for payment of material delivered to the job site when such requests are accompanied by invoices substantiating the requests for material payment satisfactory to the Town.

20.36 GUARANTEE:

The Contractor guarantees that the work to be done under this Contract will be done in a good and workmanlike manner and all materials, whether furnished by him/her or the Town used in the construction of the work, will be free from defects and flaws and in conformity with the Plans and Specifications in all respects. This guarantee will be for a period of one (1) year after the date of acceptance of the whole work by the Town of Lisbon.

The Contractor shall at all times, until the final acceptance of the whole work, keep the surface of the streets and sidewalks in the position and condition required by these Plans and Specifications. If at any time within

the period of the guaranty, any other part of the work constructed under the terms of this Contract shall in the opinion of the Director of Public Works require repairing, the Director shall notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to make such repairs to the satisfaction of the Director within the time limit as set forth in the notice in writing to the Contractor of the required repairs, then the Director of Public Works may make the necessary repairs, by contract or otherwise, and the Town shall have a claim against the Contractor in the amount of the expense incurred by the Town in making such repairs.

It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

20.37 WORK DAY:

A work day shall be any day, other than a State of Maine legal holiday or Sunday, on which weather and working conditions permit the Contractor to make effective use of not less than seventy-five (75%) per cent of the hours during the regular work day. In the event the Contractor is granted permission to engage in work on a legal holiday or Sunday, such a day will be considered and counted as a work day.

END OF DOCUMENT

UT Account 362901 Detail
as of 05/14/2020 - Sewer

Name: CUNNINGHAM, JOY

6 CONGRESS ST
LISBON, ME 04250

Location: 6 CONGRESS ST

RE Acct: 0 Map/Lot: U19007B 000

Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
990	04/01/20			56.96	0.00	0.00	0.00	56.96
965	01/01/20			0.00	0.00	0.00	0.00	0.00
921	10/01/19			0.00	0.00	0.00	0.00	0.00
902	07/01/19			0.00	0.00	0.00	0.00	0.00
882	04/01/19			0.00	0.00	0.00	0.00	0.00
864	01/01/19			0.00	0.00	0.00	0.00	0.00
825	10/01/18			0.00	0.00	0.00	0.00	0.00
784	07/01/18			0.00	0.00	0.00	0.00	0.00
752	04/01/18			0.00	0.00	0.00	0.00	0.00
723	01/01/18			0.00	0.00	0.00	0.00	0.00
692	10/01/17			0.00	0.00	0.00	0.00	0.00
680	07/01/17			0.00	0.00	0.00	0.00	0.00
655	04/01/17			0.00	0.00	0.00	0.00	0.00
636	01/01/17			0.00	0.00	0.00	0.00	0.00
612	10/01/16			0.00	0.00	0.00	0.00	0.00
574	07/01/16			0.00	0.00	0.00	0.00	0.00
555	04/01/16			0.00	0.00	0.00	0.00	0.00
543	01/01/16			0.00	0.00	0.00	0.00	0.00
531	10/01/15			0.00	0.00	0.00	0.00	0.00
500	07/01/15			0.00	0.00	0.00	0.00	0.00
479	04/01/15			0.00	0.00	0.00	0.00	0.00
465	01/01/15			0.00	0.00	0.00	0.00	0.00
437	10/01/14			0.00	0.00	0.00	0.00	0.00
414	07/01/14			0.00	0.00	0.00	0.00	0.00
383	04/01/14			0.00	0.00	0.00	0.00	0.00
367	01/01/14			0.00	0.00	0.00	0.00	0.00
343	10/01/13			0.00	0.00	0.00	0.00	0.00
328	07/01/13			0.00	0.00	0.00	0.00	0.00
315	04/01/13			0.00	0.00	0.00	0.00	0.00
306	01/01/13			0.00	0.00	0.00	0.00	0.00
293	10/01/12			0.00	0.00	0.00	0.00	0.00
271	07/01/12			0.00	0.00	0.00	0.00	0.00
260	04/10/12			0.00	0.00	0.00	0.00	0.00
240	01/06/12			0.00	0.00	0.00	0.00	0.00
222	10/04/11			0.00	0.00	0.00	0.00	0.00
203	07/12/11			0.00	0.00	0.00	0.00	0.00
178	04/08/11			0.00	0.00	0.00	0.00	0.00
161	01/07/11			0.00	0.00	0.00	0.00	0.00
139	10/08/10			0.00	0.00	0.00	0.00	0.00
112	07/12/10			0.00	0.00	0.00	0.00	0.00
90	04/06/10			0.00	0.00	0.00	0.00	0.00
74	01/08/10			0.00	0.00	0.00	0.00	0.00
53	10/14/09			0.00	0.00	0.00	0.00	0.00
41	07/23/09			0.00	0.00	0.00	0.00	0.00
31	03/31/09			0.00	0.00	0.00	0.00	0.00
28	12/31/08			0.00	0.00	0.00	0.00	0.00
25	09/30/08			0.00	0.00	0.00	0.00	0.00

LISBON
2:53 PM

UT Account 362901 Detail
as of 05/14/2020 - Sewer

05/14/2020
Page 2

Name: CUNNINGHAM, JOY

6 CONGRESS ST
LISBON, ME 04250

Location: 6 CONGRESS ST

RE Acct: 0 Map/Lot: U19007B 000


Bill	Date	Reference	C	Principal	Tax	Interest	Costs	Total
22	06/30/08			0.00	0.00	0.00	0.00	0.00
18	03/31/08			0.00	0.00	0.00	0.00	0.00
15	12/31/07			0.00	0.00	0.00	0.00	0.00
12	09/30/07			0.00	0.00	0.00	0.00	0.00
9	06/30/07			0.00	0.00	0.00	0.00	0.00
5	03/31/07			0.00	0.00	0.00	0.00	0.00
05/14/2020				56.96	0.00	0.00	0.00	56.96

Business Name: MacDaddy's Mobile Cuisine LLC

INSPECTION REQUIRED

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

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

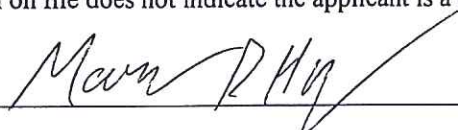
Signature:  Date: 5/6/2020

COMPLETE TO HERE BEFORE FILING

For Office Use Only

☒ Public Records Check Completed.

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

Signature:  Date: 05/01/20

INFORMATION

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

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

SUGGESTED CONTACTS:

353-3000 Ext 118... Town Clerk
 353-3000 Ext 111 ...Health Officer
 353-3000 Ext 111... Code Enforcement Officer
 353-2500..... Police Department
 287-5671..... State Health Inspection Dept.

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



TOWN OF LISBON
APPLICATION FOR USE OF TOWN OWNED PROPERTY

A permit is required for any sign, structure, planting, removal or placement of any object in any town owned park or public property, including right of way of highways.

Name: MACDADDYS MOBILE CUISINE LLC, CHRISTOPHER MACDONALD **Phone#:** 207-467-5662

Address: 876 RIVER RD, WINDHAM, ME 04062

Location: PAPER MILL TRAIL/MILLER PARK: LISBON ST (RT 196) & FROST HILL AVE

Describe Action Requested: PERMISSION TO SERVE FOOD OUT OF A LICENSED/INSURED FOOD TRAILER

AT THE PUBLIC PARKING LOT OF THE WALKING TRAIL ALONG THE RIVER (LISBON ST/RTE 196 & FROST HILL AVE)

Duration of Placement of Sign/Structure/Object: PERIODICALLY THROUGHOUT LATE SPRING/SUMMER 2020,

WHEN WE ARE NOT SCHEDULED TO BE IN ANOTHER LOCATION/EVENT IN MAINE

05/14/2020

Signature

Date

Town Manager Comments

Date

MEMO

TO: DIANE BARNES, TOWN MANAGER
FROM: KATHY MALLOY, ASSESSOR
DATE: MAY 13, 2020
RE: MARCH MONTHLY REPORT

- As of today we have added over 4.5 million in new real estate value
 - 2.9 million in new homes
 - 900,00 for mobile homes
 - 700,000 for additions, garages, sheds, decks
- Estimate of new value letters will be mailed to taxpayers within the next 2 weeks.
- With the exception of 3 or 4 properties the pickup work is complete
- Now the work will begin on personal property
 - 126 personal property returns to process
 - 28 BETE applications were filed

Code Enforcement

Dennis J. Douglass

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

Monthly Report for March/April

Building permits issued - 12 –

- 1 New single family home
- 2 Garages
- 2 Mobile homes
- 3 Remodels
- 2 Storage sheds
- 2 Misc.

Electrical permits issued – 10

- 2 Commercial wiring
- 2 Service upgrade
- 2 mobile homes
- 2 Remodels
- 1 Generator
- 1 Low Voltage alarm

Plumbing permits issued - 4

- 1 New HHE200
- 1 Internal plumbing – new home
- 2 Mobile home connections

Misc. permits issued - 2 – Roofing shingles / Fire demo

Planning Board :

- **Case #20-03 – Conditional Use application - Approved**

Medical Marijuana Establishment

Lisbon Cannabis Company

Jason Smith

5 Canal Street, Lisbon Falls ME 04252

Tax Map U05 Lot 013

Appeals Board – Need members

Health Officer -

- Spending a lot of time dealing with tenant protections and landlord responsibilities during this Covid19 fiasco.
- Doing Virtual inspections where possible.



TOWN OF LISBON

Economic & Community Development
300 Lisbon Street
Lisbon, ME 04250
(207) 353-3000, ext. 122
(207) 353-3007, fax

TO: Diane Barnes, Town Manager
FROM: Brett Richardson, Economic & Community Development Director
DATE: May 13, 2020
RE: Monthly Department Report

During the months of March and April, the Economic Development Department has focused on supporting local businesses during the Covid-19 disruption, developing grant projects, and assisting with the Town's transition to remote meetings via Zoom.

BUSINESS RETENTION AND EXPANSION (BRE)

The primary focus of ECD's BRE efforts consisted up keeping in touch with local business owners about their needs and staying apprised of State and Federal relief programs. Through this process, Positive Change Lisbon (PCL) was an important partner. ECD collaborated with PCL to distribute information about available relief resources to PCL members and partnered with PCL on a Lisbon Business Showcase that used business responses to an ECD survey to promote to local residents how to support Lisbon businesses during the coronavirus pandemic.

GRANTS

- On March 19th, the Maine Community Foundation announced that Lisbon was selected as one of the 3 pilot communities among a competitive field of 11 Maine towns to participate in the Community Entrepreneurship Program. The successful Lisbon application represents a collaboration among PCL, ECD, and local entrepreneurs. Lisbon has received \$10,000 for planning purposes to be followed by an additional \$50,000 for implementation, which can be used as matching contributions for additional grants.
- ECD submitted a CDBG application at the end of April for \$100,000 in additional façade grant funding to support downtown revitalization work.
- ECD is partnering with Realty Resources Management to develop a CDBG Housing Assistance program application for \$1,000,000 to create 14 new affordable housing units for Lisbon residents at Farwell Mill.
- ECD, Public Works, and the Town's contract engineers have worked together to develop a Northern Border Regional Commission Economic Infrastructure Investment Program application to advance redevelopment of the Worumbo site in Lisbon Falls.
- In collaboration with Public Works and Parks and Recreation, ECD will apply to the Maine Department of Environmental Protection to expand the residential composting program at the Town transfer station.

LISBON DEVELOPMENT COMMITTEE UPDATE

The March LDC meeting focused on developing a plan for a public visioning process to gather community input for future redevelopment of the Worumbo site. The LDC did not meet in April due to the Covid-19 disruption and the Worumbo visioning process has been put on hold until public gatherings resume. LDC will resume meetings by Zoom on May 13th.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



To: Lisbon Town Council
Department Monthly Report: April 2020

It has been a couple of months since the last report. This report will go over both the month of March and April.

With the pandemic, it changed fire department operations. With most personnel having non-fire service lively hoods, we had to take the health and safety of all personnel into consideration. The Fire Department has been operating in the essential mode, only. All gatherings, to include meetings and trainings, were put on hold. Maintaining equipment and call response was the only actions happening since the declaration of the State of Emergency.

In the beginning, we were not prepared, as far as the personal protective equipment (PPE) was concerned. We found ourselves in need of supplies that in the past we were not required to carry or needed. Our supplier was so backed up on orders they could not give us a time frame (still waiting for the order). Initially, we were not a high enough priority to receive supplies from the CDC. But after a couple of phone calls to Maine EMS and with the CDC we were able to obtain gowns and N95 respirators for our medical providers.

Due to the pandemic, we limited the personal interaction with people, this included asking people to not come into the Police Department to obtain burning permits. Asking people to obtain their permits online. Even though this service is available through the State of Maine, it costs \$7 per permit. To help avoid the extra costs to the citizens of Lisbon, I was able to set up access to Warden's Report. This is a free service to the Town and to the citizens to obtain burning permits, online.

In the month of March, the Fire Department responded to 18 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns). This goes down as the slowest month in recent years. Not too surprising since a lot of area emergency services saw an initial decrease in call volume. The Department responded to 4 requests for the Fire Department First Responders. Out of the 4 requested, we were canceled twice. The Department responded to 1 request to assist Lisbon Emergency this past month, 1 of which we were canceled on.

For the month of March we responded to 3 requests for mutual aid. 1 to the Town of Topsham and 2 to the Town of Sabattus

In beginning of March the Department was able to get in some training on compressed air foam (CAF). The new truck, which is Engine 7, Truck 6, and Engine 1 have a CAF system on



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



them. This class was a refresher for some and initial training for others. The class went over the theory of CAF use and the operations of the system.

In the month of April, the Fire Department responded to 70 calls for service (includes inspections, various investigations, and complaints, such as unpermitted burns). The high call volume was mostly due to the April 9th storm.

During the April 9th storm the fire department respond to 29 calls from 5:30 pm until 1:30 am. Then we responded to 8 more storm related calls on the 10th. For a total of 37 calls in 2 days. A lot of the calls were for power lines, cable lines, and trees down. There were also car accidents, carbon monoxide incidents and smoke investigations.

In April the Department responded to 3 requests for the Fire Department First Responders. Out of these we were canceled once. We had 1 requested to assist Lisbon Emergency. This was to assist with gaining access to a residence.

In April we responded to 4 requests for mutual aid. 2 to the Town of Sabattus and 1 to the Town of Topsham.

At the end of the month we started having calls for brush type fires. On the 25th we had 2 fires, both of which were due to permitted burns that got away from the permit holder. It's a reminder that when burning, you need to have adequate resources to control the fire.



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



Month of March incident type break down.

Incident Type	Occurrences	
113 - Cooking fire, confined to container	1	5.56%
130 - Mobile property (vehicle) fire, other	1	5.56%
311 - Medical assist, assist EMS crew	1	5.56%
321 - EMS call, excluding vehicle accident with injury	2	11.11%
444 - Power line down	1	5.56%
463 - Vehicle accident, general cleanup	1	5.56%
571 - Cover assignment, standby, moveup	1	5.56%
600 - Good intent call, other	1	5.56%
611 - Dispatched & cancelled en route	5	27.78%
651 - Smoke scare, odor of smoke	2	11.11%
652 - Steam, vapor, fog or dust thought to be smoke	1	5.56%
740 - Unintentional transmission of alarm, other	1	5.56%
TOTAL INCIDENTS:	18	100.00%

Month of April incident type break down.

Incident Type	Occurrences	
114 - Chimney or flue fire, confined to chimney or flue	1	1.43%
140 - Natural vegetation fire, other	1	1.43%
141 - Forest, woods or wildland fire	1	1.43%
142 - Brush or brush-and-grass mixture fire	2	2.86%
143 - Grass fire	1	1.43%
150 - Outside rubbish fire, other	1	1.43%
321 - EMS call, excluding vehicle accident with injury	2	2.86%
322 - Motor vehicle accident with injuries	1	1.43%
324 - Motor vehicle accident with no injuries.	1	1.43%
365 - Watercraft rescue	1	1.43%
400 - Hazardous condition, other	3	4.29%
410 - Combustible/flammable gas/liquid condition, other	1	1.43%
424 - Carbon monoxide incident	4	5.71%
444 - Power line down	12	17.14%
445 - Arcing, shorted electrical equipment	4	5.71%
463 - Vehicle accident, general cleanup	1	1.43%
480 - Attempted burning, illegal action, other	1	1.43%



Town of Lisbon

Fire Department

Nathan LeClair, Fire Chief



500 - Service Call, other	1	1.43%
521 - Water evacuation	1	1.43%
561 - Unauthorized burning	3	4.29%
571 - Cover assignment, standby, moveup	1	1.43%
600 - Good intent call, other	15	21.43%
611 - Dispatched & cancelled en route	2	2.86%
622 - No incident found on arrival at dispatch address	3	4.29%
651 - Smoke scare, odor of smoke	1	1.43%
652 - Steam, vapor, fog or dust thought to be smoke	1	1.43%
733 - Smoke detector activation due to malfunction	1	1.43%
800 - Severe weather or natural disaster, other	1	1.43%
911 - Citizen complaint	2	2.86%
TOTAL INCIDENTS:	70	100.00%

Respectfully submitted

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

Nathan LeClair

Fire Chief

LIBRARY DEPARTMENT

April 2020 REPORT

We do not have any circulation statistics to for the month of April since our library has been closed since mid-March. The Maine State Library who maintains all the statewide systems has been closed as well and had no statistics to report to our library.

STAFF UPDATE:

As with other town of Lisbon employees, some library staff members continued to work in the building doing a variety of projects. Other staff members are working from home doing tasks that can be accomplished this way.

LIBRARY SERVICES OFFERED DURING THE CLOSURE:

The Lisbon Library Department is working hard to provide our Lisbon community with library services that can be accessed by computers, smartphones and other devices. We have reached out to the community via our department's Facebook page with services available to them as well as links to websites provided by the Maine State Library. We have reminded our patrons that they have access to e-books via the statewide "Cloud Library System" and provided directions to do so. This has become popular a popular service with our patrons. Our Children's Services Department added a weekly Facebook Storytime Program. We also added two new programs for the children of our community on May 1st. We will alternate and host a "Crafts with Claudia" and/or a "Lego Club" program every Friday afternoon. Parents and children have commented they enjoy the programs and appreciate our effort to bring our programs to them safely at this time.

PROJECTS/TASKS COMPLETED FROM March 16, 2020-May 8, 2020:

The Library Department staff has been busy with a variety of projects since the official shutdown in mid-March. To accommodate the teens who visit the library, we have remodeled the small community room in the basement. The walls needed some patching and sanding. A fresh coat of paint has made the room inviting and new. The Young Adult book collection was moved into the room along with a table and chairs. We hope the "new look" will encourage the teens to spend time at the library for their reading and research needs. The room will also be available for small local non-profit groups to meet when the state of Maine allows that.

Cyndi Medlen also completed the re-barcoding of our entire collection last week. The process of re-barcoding began in November 2016 as we prepared to join the statewide MILS System. I am proud that the Lisbon Library's 37,000+ items have successfully been transitioned each with a new 14-digit barcode. She has also completed checking the adult collection to ensure accurate book records. That will ensure easy card catalog access for our patrons and patrons statewide. Mrs. Medlen will now focus on the children's book collection.

The rest of the staff and I have been working on an inventory of the entire 37,000 item collection as well. This project is done efficiently when there is limited patron access to our materials as is the case at this time. We check the shelves, the card catalog and patron records. It is a detailed and long process but I am pleased that we have almost completed this project as well. This will help move the collection forward with materials our patrons want and help with the book budget as well.

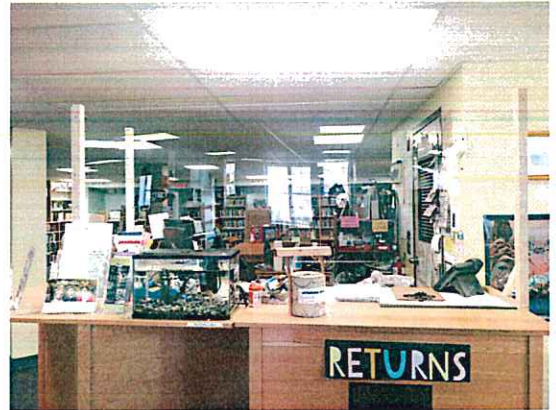
I have also attend all the weekly Zoom meetings with the Maine State Library and the other 300+ Maine public libraries to ensure we have the most up-to-date information about the corona virus and its impact on libraries and how we will move forward. I report this information to the Town Manager on a weekly basis as well.

RE-OPENING/LIBRARY SERVICES:



Along with attending the above-mentioned weekly meetings, I have also met with the Town Manager and Fire Chief to ensure the Library Department moves forward safely and efficiently. I am happy to report that both patron checkout/circulations desks now have plexi glass sheets to protect patrons and staff. I was successful in finding a Creative Glass Company, in

Lewiston that was willing to work with our library to get us the 5 sheets of glass we needed quickly and affordably. Bill Meakin, our Children's Librarian, has a woodworking shop at his home and made all the wooden frames to support the plexi-glass sheets. He installed the pieces last week. I am happy the units not only look good but will also allow us to serve the patrons safely and efficiently.



I continue to meet with Chief LeClair as he plans for the safe re-opening of all municipal departments. Our department will follow the policies and procedures that Chief puts in place for all municipal departments that work with the public. He is also taking care of getting the PPE our department will need to re-open.

I will keep the Town Manager and Town Council informed in regards to the final report from the Maine State Library as they await the plans from Governor Mills and the Maine CDC for the time-line on re-opening Maine libraries. I believe this may be phased in like other Maine small businesses that will require a "curbside delivery service" first then a gradual opening.

Respectfully submitted,
Diane I. Nadeau
Library Director



TOWN OF LISBON

Mark Stevens

Lisbon Parks & Recreation Director

18 School Street

Lisbon Falls, ME 04250

(207) 353-2289

mstevens@lisbonme.org

TO: Diane Barnes; Town Manager

SUBJECT: Monthly Report, April 2020

DATE: May13, 2020

During the month of April, our staff has been cleaning, sanitizing, and painting our community center.

Our Department is in the process of hiring 2 Seasonal Park Maintenance employees. The Park Staff cleaned up both the ART and the Miller trails in April. Jordan spent an enormous amount of time clearing rotting and dangerous trees along the Miller and Androscoggin River Trail.

Porta Potties were placed at the boat launch and at the ART parking lot behind ETTI off Capital Ave..

The Community Garden had their annual clean-up day in April.

We continued selling individual and family passes for Beaver Park in April.

Signs outlining the CDC social distancing were placed at our trail heads.





Lisbon Police Department

A Community Policing Agency

300 Lisbon St.
Lisbon, ME 04250

Marc R. Hagan
Chief of Police

Report to Council
May 2020
Police Department

In the months of March and April the police department received 2,326 requests for police assistance. There were a total of 120 investigations, and 33 person's people were arrested or charged with criminal violations. There were a total of 19 motor vehicle crashes, and 212 motor vehicle stops occurred during directed traffic enforcement details.

The department's two new cruisers, which were ordered in August, arrived in March and one of them is currently having its' emergency equipment installed at this time. The second cruiser has been lettered and construction will begin shortly. The Ford SUV's, were late to arrive, for all law enforcement entities across the country, due to production issues from Ford with their newly designed cruiser. Contrary to a story that the Council may have read on our Facebook page, the cruiser delay was not related to the issues matching a Moxie orange paint scheme onto the new vehicles. ☺ Our little attempt at an April Fool's Day joke appeared to have been fairly successful however as the post has been viewed by over 120,000 persons to date, and led to extensive debate over our cruisers and the Town's adopted soft drink of choice.

In April the Police Department received word that one of the Byrne Grants we recently applied for was approved and we will be moving forward with the purchase of over \$3,000 in new radios for our cruisers and officers.

The COVID-19 virus has changed everyone's professional lives in one manner or another over the past two months. Police Department personnel were certainly affected in numerous ways by this outbreak. The virus cancelled various pre-scheduled professional development training courses from firearms to special investigations courses, supervisory development classes, and communications officer training. In addition, the virus temporarily negated this agency's pro-active traffic enforcement program, and put us in a position where we were forced to be completely reactive, and attempted to minimize our face to face contact with the community for the entire month of April. We have used this down time as an opportunity to stock up on personal safety supplies for our officers, brush up on agency standard operating procedures, and begin addressing State mandated on-line training however. We are now moving back into our weekly pro-active directed enforcement and should be increasingly noticeable as the days move forward.

Thank you.
Marc R. Hagan
Chief of Police

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER
FROM: RANDY CYR
SUBJECT: MARCH 2020, MONTHLY REPORT
DATE: APRIL 13, 2020

Public Works – In the month of March, we actioned on by pretreating roads, plowing and conducting spot checks on routes for a snow storm and also black ice during morning commute. Prepping equipment for summer operations while also maintaining winter equipment for potential storms by changing blades, greasing and maintenance checks, moving salt to ensure 100% serviceability. Investigated resident and dispatch calls for potholes, ditching and drainage issues as well as policing up trash as well as working on the list of pot holes Buttons creates. Finished cleanup in the Worumbo area prepping for future project. Cleaned up around the shop as usual for cleanliness and organization. Assisted Twila in moving boxes and organizing the vault, as well as movement of equipment and signs for voting.

Mechanics continued working on vehicles/equipment to ensure inspections were completed and safe for operation as well as maintaining plow routes.

Although operations continue as normal, we make time to ensure all employees are briefed and acknowledge on mitigation/safety measures and best practices due to COVID-19.

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

<u>Item</u>	<u>Tonnage</u>
Single Stream	5.36
Trash	217
Bulky Waste	23.97
Wood	17.10
Brush	5.12
Leaves	10.39
Waste Gas	110 Gallons

MEMORANDUM FROM THE PUBLIC WORKS DIRECTOR

TO: DIANE BARNES, TOWN MANAGER

FROM: RANDY CYR

SUBJECT: APRIL 2020, MONTHLY REPORT

DATE: MAY 4, 2020

Public Works – In the month of April, wings on plow trucks were removed and trucks filled with Salt for storm. Performed plowing Ops for one storm and conducted spot checks on routes. Placed “No Trespassing” sign for Worumbo Mill site project. Investigated resident and dispatch calls for potholes, ditching and drainage issues as well as policing up trash as well as working on the list of pot holes Buttons creates. Began street sweeping operations and cleanup of shoulders of road from plowing. Cleaned up around the shop as usual for cleanliness and organization. Disposed of boxes for Twila, put out road sign for a resident. Removed Posted Road signs as we lifted the posting for drivers. Fixed and put back in the entrance sign for Town Office. Smoothed roads out in Beaver Park. Assisted Rec and Transfer Station with 1x employee each for operations due to staffing. Rip-rap culverts in gross development.

Mechanic continued working on vehicles/equipment to ensure inspections were completed and safe for operation as well as maintaining plow routes.

Although operations continue as normal, we make time to ensure all employees are briefed and acknowledge on mitigation/safety measures and best practices due to COVID-19.

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

<u>Item</u>	<u>Tonnage</u>
Single Stream	7.33
Trash	238.21
Brush	7.64
Cardboard	20.18 @ \$85.00/ton

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER
FROM: STEVE AIEVOLI
SUBJECT: MARCH 2020 MONTHLY REPORT
DATE: MAY 12, 2020

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

- Drained and cleaned the chlorine contact tanks
- Finished sealing the windows
- Cleaned the Madelyn Street, Winter Park and Summer Street pump station wetwells
- Cleaned and ditched along the treatment plant driveway
- Replaced the mechanical seal on the #1 pump at the Pinewoods Road pump station
- Rebuilt the Boerger Wasting pump with new lobes and wear plates
- Repaired two manholes that were damaged by snowplows

Please contact me if you have any questions.

MEMORANDUM FROM THE SEWER SUPERINTENDENT

TO: DIANE BARNES, TOWN MANAGER

FROM: STEVE AIEVOLI

SUBJECT: APRIL 2020 MONTHLY REPORT

DATE: MAY 12, 2020

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

- Drained and cleaned the chlorine contact tanks
- Started annual catch basin cleaning
- Repaired Headworks building garage door
- Started raising manholes in preparation of spring paving
- Repaired the grates on top of the clarifier splitter box
- Replaced the batteries in the pump station dialer and local alarms

Please contact me if you have any questions.

APRIL 2020

TOWN CLERK & ELECTION DEPARTMENT

Mobile Home Park applications were processed and licenses were issued after inspections were completed as ordered by the Council on March 17. Council meeting minutes and workshop minutes were transcribed and those approved posted online. Council binders were order for final placement of printed copies of minutes and attachments.

Victualer's Renewal applications and fees are still being received, processed, and waiting for inspections to be completed. They are being issued after inspections as ordered by the Council on March 17.

Vital records were scanned into the State's DAVE system. Monthly report and fees were mailed. See chart below of records and licenses issued for April this year as compared to the past couple of years.

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Vitals	82	72	12
Dogs	17	28	2

22 voter files were updated with party or address changes in the Central Voter Registration (CVR) system, 21 new voters were added and 26 were cancelled or moved out of town. Nina and Lisa processed those 69 voter cards as they arrived, along with the 395 cards in March generated from the March Presidential Primary. 2345 Voter files were updated with Voter Participation History in the CVR system for the March Presidential Primary.

Local ballot layout and programming needs were sent to ES&S for printing and DS 200 Vote Tabulator programming for the July 14 School Budget Validation and State Primary Election. The LHS Gym has been reserved.

Election workers will be hired and it is expected we will be processing absentees prior to Election Day. The School prepared the Election Warrant and Addendum for the Special July 14 School Budget Validation Referendum Election and Council approved it; however, signatures are required prior to posting. Ads for voter registration hours were sent to the Sun Journal. Rick Roberts has agreed to be Warden.

Codification updates were sent to Municipal Code to be completed prior to June 30. Approximately 100 absentee applications have been received to date. The July 14 ballots are expected to arrive June 17 and will be mailed right out to voters asap. The new V4 voting booths may not comply with the 6' foot-distancing rule; if not, we will set up the older style booths we kept at the polling place.

Lisa will be working on notifying board/committee members whose terms are expiring to see if any would like reappointments. Letters and renewal applications are expected to go out next week encouraging them to reapply.

The Town Reports is complete, except for one report. They will be available online and once printed will be available at the Library and Town Office.

I hope everyone is enjoying the somewhat warmer weather!