AGENDA
COUNCIL MEETING
JULY 11, 2023
LISBON TOWN OFFICE
7:00 P.M.

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL

   ___Councilor Lunt ___ Councilor Fellows ___ Councilor Larochelle ___ Councilor Keller
   ___Councilor Moore, Jr ___ Councilor Robishaw ___ Councilor Cain
3. EXECUTIVE SESSION

   2023-136 Consultation with Legal Counsel per 1 MRSA §405(6)(E)
   2023-137 Acquisition of Real Property or Economic Development per 1 MRSA §405(6)(C)
4. GOOD NEWS & RECOGNITION
5. PUBLIC HEARINGS
   A. Special Amusement Permit for Frank's
   B. Food Truck (Itinerant Vendor & Victualer's) Licenses for L/A Taco & Alabama BBQ
   C. Ordinance Amendment: Chap. 2 – Administration, Art. II Town Council, Sec. 2-33 Compensation
6. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
7. CONSENT AGENDA

   2023-138 ORDER –
   A. Municipal Accounts Payable Warrants – $ 671,270.81
   B. Municipal Payroll Warrants – $ 331,184.40
   C. School Accounts Payable Warrants– $ 269,885.26
   D. School Payroll Warrants – $ 783,279.06
   E. Minutes of June 20, 2023
   F. Special Amusement Permit, Liquor License & On-Premise Liquor Extension for Franks
   G. Food Truck Licenses – L/A Taco & Alabama BBQ
   H. Approve On-premise Consumption under Title 28-A, Chap. 5 for Positive Change Lisbon event Surfin' the Falls
   I. Set Public Hearing for August 15th for Victualer's License for Tide 2 Table & Itinerant Vendor License for Crystal Martin
8. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

   2023-139 ORDINANCE –Amend Chap. 2–Administration, Art. II Town Council, Sec. 2-33 Compensation *2nd Reading*
   2023-140 ORDER – Approve Public Works Purchase of Plow & Wing
   2023-141 ORDER – Award Contract for Village Street Road Resurfacing
9. OTHER BUSINESS
   A. Council Remote Meeting Policy Discussion
   B. Discussion about addition of a stop sign on River Road
   C. Public Safety Building Findings
   D. Council Committee Reports:
      1. School Committee – Councilor Lunt/Cain
      2. Planning Board – Councilor Fellows
      3. Lisbon Development Committee – Councilor Lunt
      4. Conservation Commission – Councilor Moore
      5. Parks & Recreation Committee – Councilor Larochelle
      6. County Budget Committee – Councilors Moore
      7. Library Governing Board – Councilor Keller
      8. Water Commission – Councilor Fellows
      9. Finance Committee – Councilor Robishaw
   E. Town Manager's Report
   F. Announce Nomination Papers for the November 7, 2023 Annual Municipal Election – Available on July 31st
10. APPOINTMENTS
11. COUNCIL COMMUNICATIONS
12. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
13. ADJOURNMENT

    2023-142 ORDER – To Adjourn

SUMMARY OF LISBON COUNCIL MEETING RULES

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

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

1. Please note the order that agenda items may be acted upon by the Council, however, if necessary, the Council may elect to change the order of the agenda.
2. The Council Chairman presides over the meeting. When the Chairman is not present, the Vice Chairman serves that function. The chair shall preserve decorum and decide all questions of order and procedure subject to appeal to the town council.
3. Public comment is not typically allowed during Council workshops. There may be occasions where public comment may be recruited, but normally, workshops are reserved for Council members to discuss and educate themselves on a variety of issues facing the Town. Prior to the conclusion of a workshop, if time permits, the chair may allow questions from the public.
4. During audience participation, anyone wishing to address council will wait to be recognized by the chair before beginning any remarks. Audience members will move to the lectern to address council, and shall provide name and address prior to addressing the council.
5. Note that "Consent Agenda" items (if there are any) are acted upon first, voted upon as a group, and will most often be voted on without discussion as these items often involve "housekeeping" issues (such as minor parking changes). On occasion "Consent Agenda" items are separated out as stand-alone action items by the Council to allow for more discussion.
6. Public comment on agenda items. General comments on agenda items should be made during audience participation. After introduction of an agenda item, appropriate motions, and time for explanation and council questions, the public may be allowed to comment on that agenda item at the discretion of the chair. During that period of time, the public comment shall address only the agenda item before council.
7. Action on agenda items. As each item on the agenda for any meeting is brought to the floor for discussion:

    a. The town clerk reads the agenda item and the action being requested of council.

    b. The sponsor of each item or, if there is no council sponsor, the town manager, or town staff, shall first be allowed to present their initial comments for consideration by the public and councilors.

    c. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the town manager or staff regarding the agenda item which any councilor may have which would help to clarify the question presented by the agenda item. The chair may allow questions from the public during this time however; no debate or discussion of collateral issues shall be permitted.

    d. When authorized by the chair, any additional public comment shall be no longer than two minutes per person and must be to request or furnish new or undisclosed information or viewpoints only.

    e. Once an agenda item has been explained and clarified by any questioning, the discussion on the specific agenda item will remain with the council. Additional public comment, prior to final council vote; will only be allowed at the chairman's discretion.
8. New business is for the council to receive input on town matters not on the agenda for that meeting. It is not intended, nor shall it be construed as an opportunity for debate of previous agenda items or reinforcement of a point made by another speaker. Comments shall be to furnish new or undisclosed information or viewpoints and limited to a time period of two minutes or less and shall be directed through the chair.
9. If an "Executive Session" is conducted by the Council, State Statute prohibits public attendance for any discussion of the action to be addressed by the Council. Any action taken by the Council on any "Executive Session" matter must be acted upon in a public meeting, and may occur at the end of the "Executive Session" (which has no time element relative to the length of the discussion involved in the "session").

Town of Lisbon

Glenn Michalowski
Town Manager

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: Recommendations
Date: July 11, 2023

Consent Agenda
Items 2023 – 138 E & H

E. The Special Amusement Permit is for music and other entertainment, the extension is to have the outdoor area for serving beer/wine/liquor in addition to the indoor space.

H. The State of Maine requires approval by the Town Council prior to issuing a license. Approval will allow alcohol sales and consumption at the Worumbo event Surfin' the Falls.

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Agenda Item 2023 – 139
Amend Chap. 2–Admin, Art. II Town Council, Sec. 2-33 Compensation *2nd Reading*

Pursuant to Article II, Section 2.03 and Article X of the Town Charter, the town council determines that the annual compensation for each council member shall be ~~$1,500.00~~ $2,000.00, except that the annual compensation for the council chairman shall be ~~$1,800.00~~ $2,400.00.

(T.M. of 4-3-2007, § 2007-39)

Recommendation
Amend Chap. 2–Administration, Art. II Town Council, Sec. 2-33 Compensation

****

Agenda Item 2023 – 140
Approve Public Works Purchase of Plow & Wing

Under Section 86-34(g) of our Purchase Policy, I propose we waive the competitive bidding process for equipment to upgrade our loader, part of the FY24 capital plan. We received two quotes: one for $57,238 and another from CIVES Corporation for $39,750.

Given the significant cost difference, quality, and lack of other vendors with inventory, I recommend we directly award the contract to CIVES, who are honoring their April 2023 pricing.

Recommendation
Approve purchase of Public Works plow and wing in the amount of $39,750 .00.

****

Agenda Item 2023 – 141

Award Contract for Village Street Road Resurfacing

Village Street Road Resurfacing Bid# 2023-11, see attached bids. Bids received from:

1. Bid - Northeast Paving
2. Bid - Pratt and Sons
3. Bid- St.Laurent and Sons

Recommendation

Award to the contract to St Laurent as the low bidder in the amount of $105,705.00.

23-7715

TOWN OF LISBON

300 Lisbon Street, Lisbon, ME 04250

Lisa M. Ward, Town Clerk
Lisa Smith, Deputy Clerk

PUBLIC HEARING

Notice is hereby given that the Lisbon Town Council intends to hold a public hearing on July 11, 2023 at 7:00 PM in the Town Office Public Meeting Room to hear comments on the following:

Special Amusement Permit
Frank's Restaurant & Pub
2 Main Street
Lisbon Falls, ME

Food Truck License (Victualer's & Itinerant Vendor)
L/A Taco
Food Truck Locations
Lisbon, ME

Food Truck License (Victualer's & Itinerant Vendor)
Alabama BBQ
Food Truck Locations
Lisbon, ME

The public is invited to attend.

Lisa M. Ward
Town Clerk

Constable's
Return of Posting
State of Maine

Lisbon, Androscoggin, ss.

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

6/21/23
Date

Constable, Town of Lisbon

23-7714

TOWN OF LISBON

300 Lisbon Street, Lisbon, ME 04250

Lisa M. Ward, Town Clerk
Lisa Smith, Deputy Clerk

PUBLIC HEARING

Ordinance Amendment

Notice is hereby given that the Lisbon Town Council intends to hold a Public Hearing on July 11, 2023 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room to hear comments on

Chapter 2 Administration, Article II Town Council, Section 2-33 Compensation

The public is invited to attend.

Lisa M. Ward, Town Clerk

Constable's
Return of Posting
State of Maine

Lisbon, Androscoggin, ss.

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

6/21/23
Date

Constable, Town of Lisbon

Agenda Date: 07/11/2023

Date	Brenda Martin		Municipal Accts Payable
6/20/2023	615LIENS	$	4,389.00
6/21/2023	06202023	$	243,135.26
6/26/2023	06262023	$	7,913.50
6/30/2023	063023YE	$	415,833.05
		$	***671,270.81***

Date	Rebecca Hayslip		Municipal Payroll Warrants
6/28/2023	230629	$	310,043.62
6/28/2023	2306W3	$	19,143.28
6/30/2023	2306MI	$	1,997.50
		$	***331,184.40***

Date	Louise Levesque		School Accts Payable
6/20/2023	2326	***$***	***269,885.26***

Date	Eva Huston		School Payroll Warrants
6/21/2023	1169	$	15,957.72
6/21/2023	1170	$	355,365.55
6/21/2023	1171	$	12,867.65
6/21/2023	1172	$	3,901.01
6/21/2023	74	$	896.13
6/27/2023	1173	$	16,892.97
6/27/2023	1174	$	131.70
6/27/2023	1175	$	1,667.54
7/5/2023	1	$	6,965.41
7/5/2023	1000	$	328,194.30
7/5/2023	1001	$	14,487.16
7/5/2023	1002	$	24,371.82
7/6/2023	1003	$	1,580.10
		$	***783,279.06***

TOWN COUNCIL
MEETING MINUTES
JUNE 20, 2023
LISBON TOWN OFFICE
7:00 PM MEETING

CALL TO ORDER. The Chair, Harry Moore, called the meeting to order and led the Pledge of Allegiance to the Flag at 7:00 PM.

ROLL CALL. Members present were Councilors Cain, Fellows, Keller, Larochelle, Lunt, Moore and Robishaw. Also present were Glenn Michalowski, Town Manager; Ryan McGee, Police Chief; Randy Cyr, Public Works Director; Melanie Alexander, Assistant Town manager; Mark Stevens, Parks & Recreation Director; Ross Cunningham, Economic & Community Development Director; Samantha Bryant, Finance Director; and approximately 10 citizens in the audience.

GOOD NEWS & RECOGNITION

Item taken up out of order.

PROCLAMATION – SPIRIT OF AMERICA TRIBUTE AWARD

VOTE (2023-116) Councilor Larochelle, seconded by Councilor Robishaw, moved to adopt the following Proclamation:

The 2023 Lisbon, Maine Spirit of America Foundation Tribute honors John Curtis for commendable community service. A Resolution by the Town Council of the Town of Lisbon as follows:

WHEREAS John Curtis has been volunteering at the MTM Center for 20 hours per week for nearly nine years, and

WHEREAS John Curtis is always on the lookout for ways to make life better for others in his community; and his kindness, gentle humor, and heart of gold have touched all aspects of the Lisbon Senior Program, and

WHEREAS There is no job too small or beneath John Curtis, whether washing dishes, flipping bacon, setting tables, glazing a window, building a shelf, or leveling an unlevel-able floor, and

WHEREAS John Curtis is the first to arrive and the last to leave, is the first out of the car to place a step for the next person, and keeps an eye out for the needs of others.

WHEREAS John Curtis has volunteered many hours with the Annual Winterfest and the Pejepscot Sno-Chief's World's Greatest Sleigh Ride for decades, and

WHEREAS John Curtis is always looking for ways to make life better for others, from the children at the After School Program to the folks at the Senior Program.

THEREFORE **Be It Resolved** by the Town Councilors of the Town of Lisbon, with sincere gratitude and appreciation, that **John Curtis** is hereby recognized for his exemplary citizenship and outstanding generosity and support of the Lisbon Community, with the 2023 Lisbon Spirit of America Foundation Tribute.

Order passed – Vote 7-0.

For additional Good News, Councilor Fellows said he worked with the Trek Across Maine, which went through Lisbon on Friday. He said the Trekkers were delighted with the trails in Lisbon and that there were about 400 participants.

EXECUTIVE SESSION

Item taken up out of order.

VOTE (2020-114 & 115) Councilor Larochelle, seconded by Councilor Fellows, moved to go into Executive Session at 7:05 PM per 1 MRSA §405(6)(C) Acquisition or Disposition of Real Property Or Economic Development, and per Title 36 MRSA § 841(2) Application for Tax Abatement.

Order passed – Vote 7-0.

VOTE (2022-115A) Councilor Larochelle, seconded by Councilor Fellows, moved to resume the regular meeting at 7:25 PM.

Order passed – Vote 7-0.

PUBLIC HEARINGS

MUNICIPAL BUDGET & CIP BUDGET FY 2023-2024
VICTUALER'S LICENSE – CHEESE THE DAY
ORDINANCE AMENDMENT - REVOLVING LOAN FUND

The Chair opened the Hearings. Seeing no comments, the Chair closed the Hearings.

AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS

Norm Albert said he would like more information about raising the Councilors' salaries, he said he wanted to understand why the proposal is for a 30% increase. He said that, as a taxpayer, he would like to ask for justification.

CONSENT AGENDA

VOTE (2023-117) Councilor Larochelle, seconded by Councilor Cain, moved to accept the Consent Agenda as presented.

A. Municipal Accounts Payable Warrants − $ 741,729.04
B. Municipal Payroll Warrants − $ 454,688.24
C. School Accounts Payable Warrants− $ 2,035,566.48
D. School Payroll Warrants − $ 868,499.92
E. Minutes of May 16th and June 6th and June 12th
F. Mass Gathering Permit Renewal and waiver of fee for the Parks & Rec Moxie Festival
G. Ratify Election Results
H. Victualer's License for Cheese the Day
I. Set Public Hearing for July 11th for Special Amusement Permit for Franks
J. Set Public Hearing for July 11th for Food Truck License for L/A Taco and Alabama BBQ

Order passed – Vote 7-0.

COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES

ADOPT MUNICIPAL BUDGET & MUNICIPAL CAPITAL PLAN

COUNCILOR COMMENTS: Councilor Larochelle asked if there have been any changes to the proposed budget on the municipal side. Mr. Michalowski said that since March, the biggest change was the paving plan. He said the remainder is the same total amount, but we swapped some items to make a plow truck the priority. He said that we will also ask for a carry-forward.

Mr. Cyr said, after speaking with the Finance Director, that we will not see the new truck until 2025. He we will order it now but we will pay for it in the 2025 budget. He said we've put a lot of money into the sweeper, it will be available in August so we can use the carry-forward to repair the sweeper and finish the cleanup of the old salt shed.

Councilor Lunt asked if Littlefield Road is in a different part of the budget packet now. Mr. Michalowski confirmed the total is $477,000.00, and apologized that the spreadsheet had been outdated.

At Councilor Fellows' request, Ms. Bryant reviewed the carry-forwards. She said there are ten items on the carry-forwards list. She said the Police Department wasn't able to do some of their trainings this year, so some professional development funds and supplies will carry forward. She said the Fire Department will purchase personal protective equipment, which is mandated for replacement; the Library will replace the carpet; Sewer Department will pay for a clarifier and a portable generator; the Planning Board has $5,000.00 in the budget that they need for the contracted planner to use in Fiscal Year 2024; and Public Works will need equipment, sand and gravel.

Councilor Lunt addressed Mr. Albert's question about the Councilor's salaries, stating that they were established in 2006 and are now 50% below average.

VOTE (2023-118) Councilor Larochelle, seconded by Councilor Fellows, moved to adopt the Municipal Budget and the Municipal Capital Plan.

Roll Call Vote: Yeas – Moore, Robishaw, Cain, Fellows, Larochelle, Keller and Lunt. Nays – None.

Order passed – Vote 7-0.

ORDINANCE AMENDMENT - DIVISION. 5 ECONOMIC DEVELOPMENT DEPARTMENT, SECTION 74-151, REVOLVING LOAN FUND (RLF) (C) – *Second Reading*

INTRODUCTION:

DIVISION 5, ECONOMIC DEVELOPMENT DEPARTMENT

Sec. 74-151, - Revolving loan fund (RLF).
…

(c) *Program description*. The RLF program is designed to offer financial support for the purchase of fixed capital assets or working capital. Depending on the loan program, eligible businesses may finance up to 30 percent of a project's cost up to a ~~$100,000.00~~ $250,000.00 (amount of available funding is determined by account balance). Special consideration for greater participation up to 50 percent will be given to projects that create high end, high wage positions and/or a substantial number of new job opportunities. Under certain circumstances and depending on the loan program, the maximum amount that could be available is 75 percent or ~~$250,000.00~~ $500,000.00 whichever is less.

It is the opinion of the Lisbon ECD Director and the Lisbon Finance Director, based on recent loan activity, that the limits of this program, while appropriate and valuable in 2008, are no longer sufficient to allow for funding of substantial projects and do not allow the Town of Lisbon to benefit from the Grow Maine program funded by FAME.

Staff recommends increasing the standard RLF loan limits to $250,000.00 and the maximum that could be available to be $500,000.00. All loans are contingent on loan fund account balance and remain at the approval of the Lisbon Loan Committee.

VOTE (2023-119) Councilor Fellows, seconded by Councilor Robishaw, moved to authorize the increase to standard Revolving Loan Fund loan limits to $250,000.00, and the maximum permitted to be $500,000.00, as presented.

Roll Call Vote: Yeas – Moore, Robishaw, Cain, Fellows, Larochelle, Keller and Lunt. Nays – None.

Order passed – Vote 7-0.

MOXIE FESTIVAL ROAD CLOSURES

INTRODUCTION:

The Moxie Festival Committee requested authorization for the following road closures and use of various municipal areas in connection with the 2023 Moxie Festival. The dates of the festival are July 7, 8, and 9, 2023.

All closures are in Lisbon Falls, unless otherwise specified.

1. Closure of Route 196 from Crafts Cars to Capital Ave 10:00 a.m. to 12:00 p.m. on Saturday, July 8, 2023. (Parade)
2. Closure of Capital Avenue from 6:00 a.m. to 12:00 p.m. on Saturday, July 8, 2023. (Parade Line up and Staging)
3. Closure of School Street from Main Street to Vining Street from 6:00 a.m. to 6:00 p.m.(?), on Saturday, July 8, 2023 from 8:00 a.m. to 6:00 p.m. (Festival Activities)
4. Closure of Addison Street to South Street from 8:00 a.m. to 9:00 p.m. on Saturday, July 8, 2023.

5. Closure of Campus Avenue from 6:00 am to 9:00 p.m. on Saturday, July 8, 2023
6. Closure of one lane on Berry Avenue bordering MTM Park from 6:00 am to 9:00 pm on Saturday, July 8, 2003.
7. The additional ability to close any road or municipal area deemed necessary by the Police Chief for public safety.
8. Traffic alerts for the following areas on Saturday, July 8, 2023 during the 5k :
    - Route 9 from Wing Street, Higgins Street, Spear Street, Cross Street, Huston Street, Spear Street, Scottsdale Avenue, and Frost Hill Avenue.
9. Description of road closure or barricades & time frame for 5K

In addition, the Committee requested the following assistance from Public Works:

1. One dump truck, trash dumps, and bags in the municipal parking lot on Main Street from 8:00 p.m. on Friday, July 7, 2023 through 6:00 p.m. on Saturday, July 8, 2023, for the purpose of garbage collection. LOCATION
2. Eight to ten trash barrels at the MTM Center during this same time-period.
3. A PW staff member available to empty trash bags into the dump truck as needed.
4. Placement of barricades for street and lot closings.

VOTE (2023-120) Councilor Larochelle, seconded by Councilor Robishaw, moved to approve the Moxie Festival road closures and use of municipal areas and resources.

Order passed – Vote 7-0.

AWARD CONTRACT – TWO POLICE CRUISERS

INTRODUCTION:

Chief McGee stated on June 9th the Cruiser bids were opened and requested permission to award the bid for two (2) 2023 Ford Interceptor SUV cruisers that were approved for the FY24 budget to Colonial Group out of Massachusetts. The purchase would not be made until the first week of July. The new patrol cruisers will replace the marked patrol cars units #2 and #5.

He had gone out to bid a couple of weeks prior only received two bids back. Those bids were returned with quotes of $90,250 and $88,768 for the two new cruisers with the trade of $5,500.00.

Chief McGee said due to low turnout, they rejected the bids and went back out to bid again for the two cruisers. They then received one bid for two 2023 cruisers with a trade, and that was for $83,335.48 from Colonial Group out of Massachusetts. He requested to award the bid to Colonial Municipal Group out of Massachusetts, which also has the vehicles in stock. We would be able to pick them up the first week of July.

Chief McGee said he went to bid early due to supply chain issues. He said we'll turn one of the new cars into a K9 unit and rotate the cars in. He said he would like to keep one of the older cars as a "spare" due to running short in previous years when repairs and outfitting take a car out of service.

COUNCILOR COMMENTS: Councilor Larochelle said that in the past, special outfitting was needed for K9 units. Chief McGee said the cages now have fans built in for them, so the car doesn't need the special outfitting.

VOTE (2023-121) Councilor Larochelle, seconded by Councilor Robishaw, moved to award the contract for two 2023 Ford Interceptor SUV cruisers that were approved for the FY24 budget to Colonial Group out of Massachusetts.

Order passed – Vote 7-0.

AWARD CONTRACT – BUILDING DEMOLITION – 6 UNION STREET

INTRODUCTION:

ITEM	PAYMENT	DESCRIPTION OF WORK
	Lump Sum	Demolition and removal of the primary structure located at 6 Union Street, Lisbon as specified.

	$24,000
Unit Price for additional fill material	$ 15 CY

State equipment to be used: (list all equipment)

Cat 316 Excavator with Demo cage
500gallon water trailer for dust control
Temporary chain link fence
Hand tools/Demo saw if needed

List all Sub-Contractors:

Starret Snow and Ice

The undersigned further agrees to complete work by:	7/21/23
The undersigned acknowledges the receipt of addenda #:	YES

Mr. Michalowski said the low bidder is Environmental Restoration.

COUNCILOR COMMENTS: Councilor Larochelle asked if permitting still goes through the normal channels. Mr. Michalowski affirmed that it will not go through the Planning Board. It will go through the Code Enforcement office.

Councilor Lunt asked about the buyer of the property. Mr. Michalowski said there is a risk that expense would fall on him. He said the buyer was not prepared, that the town would place a lien and when the property sale goes through then the town will get the money for the demolition.

VOTE (2023-122) Councilor Larochelle, seconded by Councilor Robishaw, moved to award the contract for demolition of the building at 6 Union Street to Environmental Restoration in the amount of $24,000.00 plus $15.00 per cubic yard for fill material.

Order passed – Vote 7-0.

AWARD CONTRACT - 2023-2024 ROAD RESURFACING PROGRAM

INTRODUCTION:

TOWN OF LISBON

2023-2024 STREET RESURFACING PROGRAM BID NO. 2023-006

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 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 Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1.	Furnish & Install 19.5mm HMA Surface Course	**2500**	Tons:	80.00 /Ton	$200,000.00
2.	Furnish & Install 12.5mm **FINE** HMA	**1500**	Tons:	83.00 /Ton	$124,500.00

3. Furnish & Install Hand Placed HMA	**so**	Tons: $260.00 /Ton	$13,000.00
4. Cold Planing of Butt Joints on Various Streets or Driveways	**250**	SY: $15.00 /SY	$3,750.00
5. Application of Bituminous Tack		Gals: $12.00 /Gals	$12.00
6. Driveway Preparation	**100**	SY: $53.50 /SY	$5,350.00
7. Cold Planing of Various Streets	**so**	SY: $50.00 /SY	$2,500.00
8. Reclaim Existing Asphalt Pavement	**17665**	SY: $2.20 /SY	$38,863.00
9. Lower & Adjust Catch Basin Covers and Grates to Grade (0" - 6")		CY: $2,000.00 EA	$2,000.00
10. Furnish & Install Loam, Seed & Mulch	**200**	SY: 25.00 /SY	$5,000.00
11. Flaggers		HR: $50.00 /HR	$50.00
12. Traffic Control	I	LS: $2,500.00 LS	$2,500.00
13. Miscellaneous and Clean Up	**1**	LS: $22,500.00 LS	$22,500.00
14. Mobilization	I	LS: $14,000.00 LS	$14,000.00

TOTAL: $ $435,025.00

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 and furnish the required Bonds within ten (I0) days, Saturdays, Sundays and Holidays, excepted, and that he/she will commence the work within ten (l0) days after the execution of the Contract and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works 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 there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred ($500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

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 Charter. 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
Monmouth, ME

Accompanying this Proposal is a bid security deposit in the amount of **(5% of Bid Price) of**

($ 435,025.00) which is to become the property of the Town of Lisbon, by forfeiture, if the undersigned fails, after notification by the Town Manager of the acceptance of his/her Proposal, to execute a contract with the Town and furnish the required Bonds within the time agreed to herein; or, in case the undersigned withdraws his/her Proposal within thirty (30) days after the opening of the Proposals.

Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

Mr. Cyr said Littlefield Road, which is in dire need of repair will get fixed. He said most years we allot $475,000.00. The bid from St. Laurent is $435,000.00. He explained they will take the road down about a foot, re-do everything and re-pave, and also re-do the bridge.

VOTE (2023-123) Councilor Larochelle, seconded by Councilor Robishaw, moved to award the contract for the 2023-2024 Road Resurfacing to St. Laurent & Son in the amount of $435,025.00.

Order passed – Vote 7-0.

AWARD CONTRACT – WORUMBO LOAM BID

INTRODUCTION:

TOWN OF LISBON
WORUMBO SITE LOAM PROJECT
BID NO. 2023-007

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 $/CY	Total $
1	After site prep, as performed by Lisbon PW, lay down 1,200 cubic yards of quality screened loam in designated area.	1,200	$ 30.00	$ 36,720
Total Base Bid Price THIRTY-SIX THOUSAND, SEVEN HUNDRED TWENTY			$ 36,720.00	

The undersigned acknowledges the receipt of Addenda numbered 0.

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 on September 5th 2023, 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):

ROBERT J. WALTON, PRESIDENT, 44 LISBON RD., BRUNSWICK
BRUCE EDGECOMB, TREASURER, 401 ALEXANDER RD, DRESDEN

Company Name	RAY LABBE & SONS, INC.
Signature	Robert J Walton
Title	PRESIDENT
Printed Name	ROBERT J. WALTON
Physical Address	4 HIGHLAND RD. BRUNSWICK, ME 04011
Mailing Address	SAME
Firm's IRS ID # /DUNS#	83-3600343
Date	6/09/23
Phone #	(207) 725-7336
Fax #	(207) 725-0796
E-Mail Address	bob@raylabbeandsons.com

Mr. Cunningham said we put the bid out in the first round and accepted the seed bid from that round. He said the total has stayed under $850,000.00, which was our goal.

Mr. Cyr said we will crush and resell the loads of material that are removed. He said we will likely keep it to have reclaim on hand. He added that we will have the material from Pinewoods Road to make sure we have everything ready for the loam and seed.

Mr. Michalowski reminded Council that the project is funded by a zero-match grant.

VOTE (2023-124) Councilor Larochelle, seconded by Councilor Lunt, moved to award the contract to Ray Labbe & Sons to lay down 1,200 cubic yards of screened loam at the Worumbo site at $30.60 per CY for a total of $36,720.00.

Order passed – Vote 7-0.

APPROVE EMERGENCY APPROPRIATION FOR TEMPORARY BURROUGH ROAD BRIDGE

INTRODUCTION:

Mr. Michalowski said this is the bridge that was damaged in the May storm and DOT has now rated it a 3 and it is now posted at 22 tons. He said this has severely impacted the day-to-day lives of the residents on the other side of the bridge. He said our ability to provide fire suppression due to the posting impacts them, as well.

Mr. Michalowski said the request is to make an emergency appropriation to rent a temporary bridge until we can design and get the permits for the replacement of the bridge. He said there's a plan to replace it through the Congressional Direct Spending Program. He said if we can get the FEMA disaster declaration, that would be another avenue for a funding source. He said we are also awaiting the disaster declaration to cover the emergency measures to do the bridge rental, but there is no guarantee that

we will get a disaster declaration. If we do, that means that 85% of this will be covered by the State and the Federal Government. If there is no disaster declaration, with the understanding that we've hit the County totals for that and are waiting for the Governor to declare for the State, there's a chance we're on the hook for $100,00.00. He asked Bowdoin if they are willing to help pay for the rental since, even though the bridge is in Lisbon, it impacts more Bowdoin residents than Lisbon residents. He will attend their next Select Board meeting in order to give a dollar amount for them. It will be less if we get the disaster declaration, but there is no guarantee we can get reimbursed for anything. He said we can't put out fires on the other side of the bridge, people can't run their businesses, someone building a home cannot get materials to continue that, and someone who is moving out cannot use a vehicle large enough to do that.

COUNCILOR COMMENTS: Councilor Fellows pointed out that we are asking in good faith to be at least partially reimbursed.

Councilor Larochelle asked how long the process will take. Mr. Michalowski said his understanding is that it will take a year from start to finish if we do it without getting an emergency declaration permit from DOT. He said if we get that, that puts us in the fall but we can't pour concrete in the winter so it still puts us on the same timeframe whether we get the permit in the fall or the spring. He said the targeted replacement date is July of 2024.

Councilor Larochelle said there's been a temporary bridge there before, is there any engineering that needs to be done. Mr. Michalowski said it will be an actual bypass bridge. He said the supplier in Ohio has one that is available sooner than the Pennsylvania supplier.

Mr. Cyr said the bypass bridge is like a box culvert, similar to what was used in the Gross development but on a larger scale. He said we will go wider so there's room for a shoulder, it will be longer as well. He said the engineers are working on the plan for the bridge now. He said the temporary bridge will be to the right of the original one, and straightening out the road will be tricky. He agreed with the Town Manager that it will handle more tonnage than what is posted now. Mr. Michalowski added that the temporary bridge cannot be a permanent solution. He said the rental cost is $100,000.00 for the first year, and $4,000.00 per month after that. He said that getting the emergency DOT permit will help get us on the schedule sooner as an emergency procurement. Mr. Michalowski said there will be a question on the November ballot due to being over $250,000.00 if we don't get the funding.

Councilors Larochelle and Moore said they were willing to go to the next Select Board meeting in Bowdoin.

VOTE (2023-125) Councilor Larochelle, seconded by Councilor Fellows, moved to approve an emergency appropriation of $100,000.00 from the undesignated fund balance, to be expended for rental of a temporary bridge and related work to temporarily replace the bridge denoted as "ER #0016 Potter Borough Road over Potter Brook", and to authorize the Town Manager to execute a contract for the bridge rental and related work.

Order passed – Vote 7-0.

ORDINANCE AMENDMENT: CHAP. 2 – ADMINISTRATION, ART. II TOWN COUNCIL, SEC. 2-33 COMPENSATION—*First Reading*

INTRODUCTION:

Sec. 2-33. Compensation.

Pursuant to Article II, Section 2.03 and Article X of the Town Charter, the town council determines that the annual compensation for each council member shall be ~~$1,500.00~~ $2,000.00, except that the annual compensation for the council chairman shall be ~~$1,800.00~~ $2,400.00.

(T.M. of 4-3-2007, § 2007-39)

COUNCILOR COMMENTS: Councilor Fellows said that a couple of years ago the Council was against any kind of raise. He said he did some research and found that $2,500.00 is closer to what it should be, some were higher and some were lower. He also said he checked inflation, and since 2006 there has been a 28.6% rise. He added that it is about $2,000.00 now, and he's not sure it's enough but it has compensated for some time.

Councilor Moore said the salary equates to $20.00 per meeting and about $25.00 per meeting for the Chair. Councilor Cain said a raise in the salary might encourage others to run, and Councilor Lunt said we are still way below what it should be.

VOTE (2023-126) Councilor Lunt, seconded by Councilor Keller, moved to amend Chapter 2 – Administration, Article II Town Council, Section 2-33 Compensation to $2,000.00 for each council member and $2,400.00 for the council chair, and to set a hearing for July 11, 2023.

Roll Call Vote: Yeas – Moore, Robishaw, Cain, Fellows, Larochelle, Keller and Lunt. Nays – None.

Order passed – Vote 7-0.

RENEW CONTRACT TO PROVIDE ANIMAL CONTROL SERVICES TO THE TOWN OF BOWDOIN

AND

RENEW CONTRACT TO PROVIDE ANIMAL CONTROL SERVICES TO THE TOWN OF SABATTUS

INTRODUCTION:

Sabattus
SERVICE AGREEMENT
ANIMAL CONTROL

WHEREAS, the Town of Lisbon has the capacity to provide animal control services; and

WHEREAS, the Town of Sabattus is desirous of using Town of Lisbon resources to provide animal control services within the Town of Sabattus;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Towns of Lisbon and Sabattus do hereby agree as follows:

1. Purpose: Recognizing that the Town of Sabattus has the responsibility to its citizens to provide animal control services within that municipality, it is the purpose of this Agreement to set forth the terms and conditions under which those services will be provided by the Town of Lisbon.

2. Term; Renewal: This Agreement shall be for a term of three (3) years commencing July 1, 2023 and running through June 30, 2026. This Agreement may be renewed for additional three (3) year terms by the Selectmen of Sabattus and the Town Council of the Town of Lisbon.

3. Effective Date: The effective date of this Agreement shall be July 1, 2023.

4. Administration: The Town of Lisbon shall be responsible for administering animal control services during the term of this Agreement.

5. Personnel: The Town of Lisbon shall provide animal control services on an as needed basis within the Town of Sabattus, using Lisbon personnel and equipment. Services will be provided on an independent contractor basis to the Town of Sabattus subject to the terms and conditions of this Agreement.

6. Animal Control Activities: Animal control activities to be provided shall be, but are not limited to, generally the following:

    A. To enforce all State Laws, Rules and Regulations and all municipal Ordinances with respect to each participating municipality, relating to animals and animal control.
    B. To assist the citizens of each Town with sick and injured domestic animals.
    C. To respond to domestic animal complaints arising in each Town.
    D. To maintain records of all complaints, animal pick-ups, dispositions, fees collected, summonses, warnings, animal bites, and animals taken to the animal shelter, and such other records as may be required, for each participating municipality.
    E. Transport animals to and from the animal shelter as may be necessary or directed.
    F. To rescue or aid in the rescue of trapped, wounded, sick or injured animals.
    G. To conduct public education sessions as may be required.
    H. To issue appropriate warnings or citations to animal owners and to act as each Town's representative on animal control matters within the Maine Court System, including, but not limited to, appearing as a witness.
    I. To perform such other tasks or duties relating to animals or animal control as may be assigned by the Board of Selectmen of Sabattus and the Town Council of Lisbon.

7. Certification: The person or persons who will provide animal control services to the Town of Sabattus will be certified as an Animal Control Officer and will maintain certification as required by applicable State and local Laws and Ordinances.

8. Financial Provision: The Town of Lisbon will develop an animal control budget to include services to be rendered to the Town of Sabattus under the terms and conditions of this Agreement (and to include any other Towns with which the Town of Lisbon may have an Animal Control Service Agreement). The cost to provide those services to the Town of Sabattus, including any administrative fees, shall be determined on a population

and per call basis and allocated among all participating Towns accordingly, and for the fiscal year beginning July 1, 2023 and running through June 30, 2024, shall be $19,445.17. Allocations for the Town of Sabattus for the ensuing fiscal years shall be developed by the Town of Lisbon as part of its Budget process and allocated on a population and per call basis. The Town of Sabattus will be advised of their allocation during Lisbon's budget process.

Financial administration of all costs and expenses related to animal control will be provided by the Town of Lisbon. All billings shall be submitted to the Town of Lisbon and all payments for animal control will emanate from that Town. The Town will maintain records of disbursements and will provide records of those disbursements to the other participating municipalities as requested. Any funds remaining in the Town of Lisbon budgetary account shall be designated to be carried forward into the next budget year and shall not lapse into the Town of Lisbon's surplus account.

Should the Town of Sabattus disagree with its allocation, it will have the opportunity to opt out of this Agreement by providing notice to the Town of Lisbon, through the Town Manager's Office, within two (2) weeks of being notified of its yearly allocation.

9. Authority: While providing services in the Town of Sabattus, the person or persons acting as Animal Control Officer shall be responsible to the Sabattus Board of Selectmen.

10. Termination: Either party may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipality on or before March 1st preceding the commencement of the July 1st fiscal year.

Sabattus
SERVICE AGREEMENT
ANIMAL CONTROL

WHEREAS, the Town of Lisbon has the capacity to provide animal control services;

and

WHEREAS, the Town of Bowdoin is desirous of using Town of Lisbon resources to provide animal control services within the Town of Bowdoin;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Towns of Lisbon and Bowdoin do hereby agree as follows:

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2. Term: Renewal: Ibis Agreement shall be for a term of three (3) years commencing July 1, 2023 and running through June 30, 2026. This Agreement may be renewed for additional three (3) year terms by the Selectmen of Bowdoin and the Town Council of the Town of Lisbon.

3. Effective Date: The effective date of this Agreement shall be July 1, 2023.

4. Administration: The Town of Lisbon shall be responsible for administering animal control services during the term of this Agreement.

5. Personnel: The Town of Lisbon shall provide animal control services on an as needed basis within the Town of Bowdoin, using Lisbon personnel and equipment. Services wil1 be provided on an independent contractor basis to the Town of Bowdoin subject to the terms and conditions of this Agreement.

6. Animal Control Activities: Animal control activities to be provided shall be, but are not limited to, generally the following:

   A. To enforce all State Laws, Rules and Regulations and all municipal Ordinances with respect to each participating municipality, relating to animals and animal control.

   B. To assist the citizens of each Town with sick and injured domestic animals.

   C. To respond to domestic animal complaints arising in each Town.

   D. To maintain records of all complaints, animal pick-ups, dispositions, fees collected, summonses, warnings, animal bites, and animals taken to the animal shelter, and such other records as may be required, for each

participating municipality.

F. Transport animals to and from the animal shelter as may be necessary or directed.

G. To rescue or aid in the rescue of trapped, wounded, sick or injured animals.

H. To conduct public education sessions as may be required.

I. To issue appropriate warnings or citations to animal owners and to act as each Town's representative on animal control matters within the Maine Court System, including, but not limited to, appearing as a witness.

J. To perform such other tasks or duties relating to animals or animal control as may be assigned by the Board of Selectmen of Bowdoin and the Town Council of Lisbon.

7. Certification: The person or persons who will provide animal control services to the Town of Bowdoin will be certified as an Animal Control Officer and will maintain certification as required by applicable State and local Laws and Ordinances.

8. Financial Provision: The Town of Lisbon will develop an animal control budget to include services to be rendered to the Town of Bowdoin under the terms and conditions of this Agreement (and to include any other Towns with which the Town of Lisbon may have an Animal Control Service Agreement). The cost to provide those services to the To\\n of Bowdoin, including any administrative fees, shall be determined on a population and per call basis and allocated among all participating Towns accordingly, and for the fiscal year beginning July 1,2023 and running through June 30, 2024, shall be $11,538.42 Allocations for the Town of Bowdoin for the ensuing fiscal years shall be developed by the Town of Lisbon as part of its Budget process and allocated on a population and per call basis. The Town of Bowdoin will be advised of their allocation during Lisbon's budget process.

Financial administration of all costs and expenses related to animal control will be provided by the Town of Lisbon. All billings shall be submitted to the Town of Lisbon and all payments for animal control will emanate from that Town. The Town will maintain records of disbursements and will provide records of those disbursements to the other participating municipalities as requested. Any funds remaining in the Town of Lisbon budgetary account shall be designated to be carried forward into the next budget year and shall not lapse into the Town of Lisbon's surplus account.

Should the Town of Bowdoin disagree with its allocation, it will have the opportunity to opt out of this Agreement by providing notice to the Town of Lisbon, through the Town Manager's Office, within two (2) weeks of being notified of its yearly allocation.

9. Authority: While providing services in the Town of Bowdoin, the person or persons acting as Animal Control Officer shall be responsible to the Bowdoin Board of Selectmen.

10. Termination: Either party may terminate its participation in this Agreement, on a yearly basis, by giving notice to the other member municipality on or before March 1st preceding the commencement of the July 1st fiscal year.

COUNCILOR COMMENTS: Mr. Michalowski said this is a renewal of the contracts, that we have already taken care of Durham. Chief McGee said there are 3-year contracts, they are not set figures. He explained that the fees are based on per capita, calls per year, and calls over the course of a year.

Councilor Larochelle asked about the Animal Shelter. Chief McGee responded that each town pays for the shelter for that town. He said there account is separate for Vet services and the ACO's truck. He added that our ACO will retire next year.

VOTE (2023-127 & 128) Councilor Larochelle, seconded by Councilor Robishaw, moved to renew the contracts to provide Animal Control services to the Town of Bowdoin and to the Town of Sabattus from July 1, 2023 to June 30, 2024 as presented.

Order passed – Vote 7-0.

OTHER BUSINESS

COUNCIL COMMITTEE REPORTS

1. **School:** Councilor Cain said there were several updates. The Special education update included the numbers of students; the Technology update included a potential grant, security improvements, and a website update; and a Nutrition update regarding the approval for a fresh fruit and veggies grant at LCS. She said New Business covered the hiring of a kindergarten teacher and a support staff summary. In addition, she reported that the Committee reviewed policies on non-discrimination, harassment and social media.

2. **Planning Board:** Councilor Fellows said the Board completed the drywall and Upland Road cases, and plans for the next meeting include several conditional use applications and Zoning discussion.
3. **Lisbon Development Committee:** Councilor Lunt said he had nothing to report.
4. **Conservation Commission:** Councilor Moore said he did not attend.
5. **Recreation Committee:** Councilor Larochelle said at the last meeting they were working on the Summer program and also the scholarship program for kids to attend camp. He said there's a waiting list because they need more employees, and that they can accept more kids when they get more employees. He said the program is going very well.
6. **County Budget Committee:** Councilor Moore said there was nothing to report.
7. **Library Governing Board:** Councilor Keller said next week is the Library Director's last week after 36 years of service. She added that Cyndi Medlin is also retiring, and that Bill Meakin will be our interim Library Director. She said the Library continues the puzzle service and the summer Reading program has started. She also added that the library has a new Governing Board member being appointed tonight, Angela Shambarger.
8. **Water Commission:** Councilor Fellows said the chlorination and corrosion control work continues, and the Water Department will soon be able to accept credit cards.
9. **Finance Committee:** Councilor Robishaw said he had nothing to report.

TOWN MANAGER'S REPORT

1. Mr. Michalowski said he would like to go ahead and sign to approve the extension for Frank's Restaurant for outdoor service.

VOTE (2023-128A) Councilor Larochelle, seconded by Councilor Lunt, moved to approve the Town Manager to sign for permission for Frank's Restaurant's extension for outdoor service.

Order passed – Vote 7-0.

2. Annual Constable reappointments are being done.
3. Update regarding resident complaints about Summer and Maple Streets. Mr. Michalowski said an engineer has identified some issues and has come up with short term solutions including signage, and will have some long term advice as well.

APPOINTMENTS

ANNUAL RENEWAL OF BOARD & COMMITTEE APPOINTMENTS

The following board and/or committee members wish to be re-appointed:

Re-Appointment Request	Board/Committee
Lynette Carver	Cemetery Committee 3 Year Regular Member
Alan Seamans	Conservation Commission 3 Year Regular Member
Curtis Lunt	Finance Committee 3 Year Regular Member
Hillary Kuhl	Library Governing Board 3 Year Regular Member
William Kuhl	Planning Board 3 Year Associate Member
Angela D'Amours	Recreation Committee 3 Year Regular Member
Martha Poliquin	Voter Registration Appeals Board

VOTE (2023-129) Councilor Fellows, seconded by Councilor Larochelle, moved to renew the appointments as presented.

Order passed – Vote 7-0.

APPOINTMENT TO THE LIBRARY GOVERNING BOARD

VOTE (2023-130) Councilor Larochelle, seconded by Councilor Lunt, moved to appoint Angela Shambarger to the Library Governing Board.

Order passed – Vote 7-0.

COUNCIL CHAIR APPOINTMENT OF ETHICS PANEL CHAIR

VOTE (2023-131) Councilor Larochelle, seconded by Councilor Cain, moved to approve the Chair's appointment of David Dube as Chair of the Ethics Panel per Lisbon Ordinance Chapter 12, §12-3.

Order passed – Vote 7-0.

ACCEPT RESIGNATION OF WILLIAM KUHL AS REGULAR MEMBER OF THE PLANNING BOARD AND CONFIRM APPOINTMENT AS AN ASSOCIATE MEMBER

AND

ACCEPT RESIGNATION OF NICHOLAS CRAIG AS ASSOCIATE MEMBER OF THE PLANNING BOARD AND APPOINTMENT AS A REGULAR MEMBER

VOTE (2023-132 & 133) Councilor Fellows, seconded by Councilor Larochelle, moved to accept William Kuhl's resignation from the Planning Board as Regular Member and to appoint him to Associate Member to 2024 and to appoint Nicholas Craig as a Regular Member to 2026, automatically accepting his resignation as an Alternate expiring 6/30/2024.

Order passed – Vote 7-0.

COUNCILOR COMMUNICATIONS

Councilor Larochelle asked Mr. Cunningham to report on the Patriot Riders visit to Lisbon. Mr. Cunningham said that on Friday the Patriot Riders came to Lisbon to bring the GoldStars Tribute Wall to the Worumbo Riverfront around noon, escorted by the Lisbon Police Department, to stay for the weekend. He said it is a great honor for our town and was a great opportunity for us to honor the sacrifices that fallen heroes have made for our country.

Mr. Cunningham explained that the mission of the Wall is to promote awareness to the general public about the sacrifices made to maintain the Constitutional freedoms we exercise today. He said the GoldStars Tribute Wall honors the fallen while serving in the US military from the beginning of the Gulf War through the Iraq and Afghanistan wars. Mr. Cunningham said this was the only stop in Maine this year for the Wall.

AUDIENCE PARTICIPATION & RESPONSE FOR NEW ITEMS

Norm Albert said he read the website Council rules and that he feels there is a lack of professionalism. He said he felt the appointments tonight were done without looking into who is being appointed.

The Chair reminded Mr. Albert that this portion of the agenda is for the audience to bring up items that do not appear on the agenda. He read from the Rules that are printed on the back of the agenda, and assured the public that he has conferred with the Town Attorney regarding the Rules.

Next, Mr. Cunningham said he would like to thank the Maine Blues Festival for a successful event in Lisbon despite the rainy conditions. He said the Festival and the local businesses made the best of the rainy weekend.

ADJOURNMENT

VOTE (2023-134) Councilor Fellows, seconded by Councilor Larochelle, moved to adjourn at 8:40 PM.

Order passed – Vote 7-0.

Lisa M. Ward, Council Secretary

Town Clerk

Date Approved: July 11, 2023

SPECIAL ENTERTAINMENT APPLICATION

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

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

Owner: Matthew Kenney Home Phone: _____

Email Address: legendarymaine@gmail.com Cell Phone: _____

Owner's Home Address: 11 Skelton rd. Brunswick, ME 04287

Residence(s) for last five years: 9 Hemlock St Lisbon ME 04250

Name of Business: Frank's Business Phone: (207) 407-4606

Location of Business: 2 Main St, Lisbon Falls

List Applicant / Partners / Corporate Officers:

Name: Matthew Kenney	Name: _____	Name: _____
Address: 11 Skelton rd	Address: _____	Address: _____
Town/State: Brunswick, ME	Town/State: _____	Town/State: _____
Birthdate: _____	Birthdate: _____	Birth date: _____

Has applicant's business license ever been revoked: NO ?

If so, why? _____

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

If so, describe specific circumstances _____

Does the establishment have a valid liquor license? yes If so, when does it expire? 6/6/2025

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

Signature: Matthew Date: 6/6/23

Business Name: Franks

INSPECTION REQUIRED BELOW

Notice of Compliance (By Council's Request): I, Mark Stambach, Code Enforcement Officer for the Town of Lisbon hereby certify I have inspected the above establishment and found the premises to be in compliance with applicable life safety codes.

Signature: _____ Date: 7/7/23

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

APPLICANT MUST HAVE COMPLETED TO HERE BEFORE FILING

For Office Use Only

✓ ***Public Records Check Completed.***

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

Signature: _____ *Date:* 6-12-2023

INFORMATION

The Councilors are the Municipal Licensing Board. All Special Entertainment application requires a public hearing each time. Public records checks can take up to three or more weeks to process. Complete applications contain the CEO and Police Chief signatures. Councilors meet on the first and third Tuesdays of the month. Complete application and fees paid are required prior to the Council meeting. Meetings are held at the Town Hall at 7:00 PM in the conference room.

SUGGESTED CONTACTS:

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

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

Revised March 12, 2018

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Request for Extension of License Privileges for an On-Premises Establishment

Section I: Licensee Information:

Legal Business Entity Licensee Name (corporation, LLC): Lisbon Moxie Inc.	Business Name (D/B/A): Frank's Restaurant + Pub
Individual or Sole Proprietor Licensee Name(s): Matthew Kenney	Physical Location: 2 Main St, Lisbon Falls
License Number: 188	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: legendarymaine@gmail.com
Telephone # Fax #:	Business Telephone # Fax #: (207) 407-4606

Section II: Extension of Privileges Information:

1. Name, Address, and Contact Information of Property Owner (if property is rented or leased, please provide a copy of rental/lease agreement):

   Name: _____

   Complete mailing address: _____

   _____

   Telephone/Mobile Number: _____

   Email Address: _____

2. Type of Extension of Privileges: (check only one)
   a. Temporary ☒ Inside ☐ Outside ☒
   b. Permanent ☒ Inside ☐ Outside ☐

continue to next page

3. Start Date: 6/1/23 End Date (if applicable): _____

4. Will dancing be permitted in this area? Yes ☐ No ☐
   a. If yes, does the establishment have a dance license? Yes ☐ No ☐
   b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

5. Will there be live entertainment in this area? Yes ☒ No ☐

6. Reason for this request:
   outside dining w/ entertainment inside and outside

Section III: Signature of Licensee

By signing this application, the licensee understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to $2,000 or by both.

Please sign and date in blue ink.

Dated: 6/6/23

Signature of Licensee or Duly Authorized Person

Matthew Kenney
Printed Name of Licensee or Duly Authorized Person

Submit completed forms to: Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330

(continue to next page)

foodtruck4r16@gmail.com

TOWN OF LISBON

Food Truck/Mobile Unit Application

Please attach additional information where applicable.

Thank you for your interest in bringing your Food Truck/Mobile Unit to Lisbon! This form includes the details needed to complete your application. Please read all information carefully. You can contact us via email with any questions at **clerk@lisbonme.org**. All Fees are payable to the Town of Lisbon.

Business Name: 4A TACO

We are a Non-Profit or School Group: ☐Yes ☑No

Contact Person/Owner: Katie Lomieux

Mailing Address: 42 Louise Ave #1 Lewiston ME 04240

Business Email Address: Same As Above.

Home Phone: _____ Cell Phone: 207-754-8431

Owner's Residence Address: _____

Town/City: _____ State: _____ Zip: _____

Residence(s) for last 5 years: 42 Louisa Ave

List of Applicant / Partners / Corporate Officers. Please Print Clearly, attach separate sheet if needed.

Name & Address: SAME

_____ Date of Birth: _____

Name & Address: _____

_____ Date of Birth: _____

Name & Address: _____

_____ Date of Birth: _____

Town/City: _____ State: _____ Zip: _____

Has applicant's Business License ever been revoked? ☐Yes ☑No *If yes, Why?* _____

_____

Has any applicant / partner / corporate officer ever been convicted of a felony? ☐Yes ☑No

If yes, describe specific circumstances: _____

Please acknowledge the following and attach where applicable:

- ☑ Copy of State of Maine FOOD LICENSE. State ID License #:
- ☑ Certificate of Liability Insurance is **REQUIRED** for **food vendors**. Town of Lisbon must be listed as an additional insurer.
- ☐ Proof of non-profit status if applicable.
- ☐ If fixed location, attach Landowner Permission letter.
- ☐ If roaming, attach route map for Police Chief to review.
- ☐ I have scheduled/will schedule a Lisbon Food Truck Site.

Name of Business: L/A Taco

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

Signature: Katie Jamieson Date: 4/9/23

FEES

Itinerant Vendor Permit

☐ $0.00 No Fee—I am covered under a Mass Gathering Permit (entity): _____

☐ $50.00 Temporary Stand, up to 60 days

☑ $100.00 1 Year

Victualer's Permit

☐ $25.00 1 Week

☑ $50.00 1 Year

Fee Worksheet

Itinerant Vendor Fee: $ 100.00

Victualer's Fee: $ 50.00

TOTAL DUE: $ 150.00

Please make check payable to: ***Town of Lisbon***

INSPECTIONS AND REQUIREMENTS

Check One:

☑ Food Preparation (including coffee) – *Requires inspection*

☐ Pre-packaged Food or Ice Cream only – *Does not require inspection*

HEALTH OFFICER

Notice of Compliance (By Ordinance): I, **Nate LeClair, 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: 6/12/23

POLICE CHIEF

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

☐ **Public Records Check completed**

Signature: _____ Date: _____

Name of Business: L/A taco

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

Signature: [signature] Date: 6/9/23

FEES

Itinerant Vendor Permit

☐ $0.00 No Fee—I am covered under a Mass Gathering Permit (entity): _____

☐ $50.00 Temporary Stand, up to 60 days

☒ $100.00 1 Year

Victualer's Permit

☐ $25.00 1 Week

☒ $50.00 1 Year

Fee Worksheet

Itinerant Vendor Fee: $ 100.00

Victualer's Fee: $ 50.00

TOTAL DUE: $ 150.00

Please make check payable to: ***Town of Lisbon***

INSPECTIONS AND REQUIREMENTS

Check One:

☑ Food Preparation (including coffee) – *Requires inspection*

☐ Pre-packaged Food or Ice Cream only – *Does not require inspection*

HEALTH OFFICER

Notice of Compliance (By Ordinance): I, **Nate LeClair, 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: _____

POLICE CHIEF

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

☑ **Public Records Check completed**

Signature: [signature] Date: 6/12/2023

TOWN OF LISBON

Food Truck/Mobile Unit Application

Please attach additional information where applicable.

Thank you for your interest in bringing your Food Truck/Mobile Unit to Lisbon! This form includes the details needed to complete your application. Please read all information carefully. You can contact us via email with any questions at **clerk@lisbonme.org**. All Fees are payable to the Town of Lisbon.

Business Name: ALABAMA BBQ / PHAT VINNIES FOOD TRUCK

We are a Non-Profit or School Group: ☐Yes ☑No

Contact Person/Owner: VINCENT ODEN (Vinnie)

Mailing Address: 6 MACADAMIA LN LEWISTON

Business Email Address: ALABAMA BBQ@AOL.COM

Home Phone: 207-423-6666 Cell Phone: SAME

Owner's Residence Address: SAME

Town/City: _____ State: _____ Zip: _____

Residence(s) for last 5 years: 15

List of Applicant / Partners / Corporate Officers. Please Print Clearly, attach separate sheet if needed.

Name & Address: Vincent Oden

_____ Date of Birth: _____

Name & Address: _____

_____ Date of Birth: _____

Name & Address: _____

_____ Date of Birth: _____

Town/City: _____ State: _____ Zip: _____

Has applicant's Business License ever been revoked? ☐Yes ☑No *If yes, Why?* _____

_____

Has any applicant / partner / corporate officer ever been convicted of a felony? ☐Yes ☑No

If yes, describe specific circumstances: _____

Please acknowledge the following and attach where applicable:

- ☑ Copy of State of Maine FOOD LICENSE. State ID License #: Catering ID: 28077 / Mobile: 10257
- ☑ Certificate of Liability Insurance is **REQUIRED** for **food vendors.** Town of Lisbon must be listed as an additional insurer.
- ☐ Proof of non-profit status if applicable.
- ☐ If fixed location, attach Landowner Permission letter.
- ☐ If roaming, attach route map for Police Chief to review.
- ☑ I have scheduled/will schedule a Lisbon Food Truck Site.

Name of Business: DIABAMA BBQ

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

Signature: [signature] Date: 6-15-2023

FEES

Itinerant Vendor Permit

☐ $0.00 No Fee—I am covered under a Mass Gathering Permit (entity): _____
☐ $50.00 Temporary Stand, up to 60 days
☑ $100.00 1 Year

Victualer's Permit

☐ $25.00 1 Week
☑ $50.00 1 Year

Fee Worksheet

Itinerant Vendor Fee: $ 100.00
Victualer's Fee: $ 50.00
TOTAL DUE: $ 150.00
Please make check payable to: ***Town of Lisbon***

Paid by credit card 6-15-23 – LN

INSPECTIONS AND REQUIREMENTS

Check One:

☒ Food Preparation (including coffee) – *Requires inspection*
☐ Pre-packaged Food or Ice Cream only – *Does not require inspection*

HEALTH OFFICER

Notice of Compliance (By Ordinance): I, **Nate LeClair, 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: [signature] Date: 6/17/23

POLICE CHIEF

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

☑ **Public Records Check completed**

Signature: [signature] Date: 6/17/23

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

TELEPHONE: (207) 624-7220
FAX: (207) 287-3434
EMAIL INQUIRIES: maineliquor@maine.gov

Application for a License for an Incorporated Civic Organization
Important Information

A. General
   i. The municipality in which the event will take place must have voted to approve on-premises consumption under Title 28-A, Chapter 5.
   ii. The law requires the application to be submitted at least 24 hours in advance of the event, however, a longer notice is appreciated to allow additional time for processing.

B. Events open to the public
   i. Your organization must be an incorporated civic organization or a similarly purposed national organization designated under the United States Internal Revenue Code of 1986, Section 501(c)(3) and verifiable with the office of the Maine Secretary of State, Division of Corporations.

Submit completed forms to:

Bureau of Alcoholic Beverages and Lottery Operations
Division of Liquor Licensing and Enforcement

Mailing address: 8 SHS, Augusta, ME 04333-0008
Courier delivery: 19 Union Street, 3rd floor, Suite 301-B, Augusta, ME 04330

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for a License for an Incorporated Civic Organization

Section A: Applicant Information:

1. Legal Name of Applicant: Positive Change Lisbon
2. Contact Name for Applicant: Christy Cain
3. Mailing Address of Primary Office of Applicant: P.O. Box 382 Lisbon, 04250
4. Contact Name Telephone/Mobile Number: 585-298-0222
5. Email Address of Contact: cecain85@gmail.com

Section B: Event Information:

1. Title Event: Surfin' the Falls
2. Purpose of Event: Fund raiser for infrastructure development of Androscoggin Riverfront
3. Duration of Event (check one): ☑ One Day ☐ Multiple Days (only 1 permitted per year)
4. Type of Event: (check one) ☐ Indoor ☑ Outdoor
5. Town or City where Event will take place: Lisbon Falls
6. Complete Physical Address of Event:
   1 Canal st
   Lisbon Falls, ME 04252
7. Date of Event: 9/2/23 Time: From 11A To 7p

   Under Maine liquor laws, alcoholic beverages can **only** be served from 5:00 am to 1:00 am of the next day, Sunday through Saturday; event times cannot deviate from this statutory requirement.
8. Number of Persons Attending: 500 - 1500

9. Describe specific indoor and/or outdoor area to be licensed: (for an outdoor event, please include a diagram of the outside space in Section F below.)

Worumbo Riverfront Event Center. The site of the old Worumbo Mill on the Androscoggin River

10. Will dancing be part of the event? Yes ☐ No ☑
    a. Does the venue have a dance license? Yes ☐ No ☑
    b. If yes, please provide a copy of the license from the State's Fire Marshall's Office

Section C: Signature of Applicant

By signing this application, the licensee understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to $2,000 or by both.

Please sign and date in blue ink.

Dated: 6/23/23

C. Cain
Signature of Duly Authorized Person

Christine Cain
Printed Name of Duly Authorized Person

Section D: For use by Municipal Officers and County Commissioners only
Approval of an Application for a License for an Incorporated Civic Organization

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this catering event application on this date: _____.

Check only one: ☐ City ☒ Town ☐ Unorganized Territory

Name of City/Town/Unorganized Territory: Lisbon

Who is approving this application? ☒ Municipal Officers
☐ County Commissioners of _____ County

☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of license to be issued by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

Section E: Application Fee; Other Information

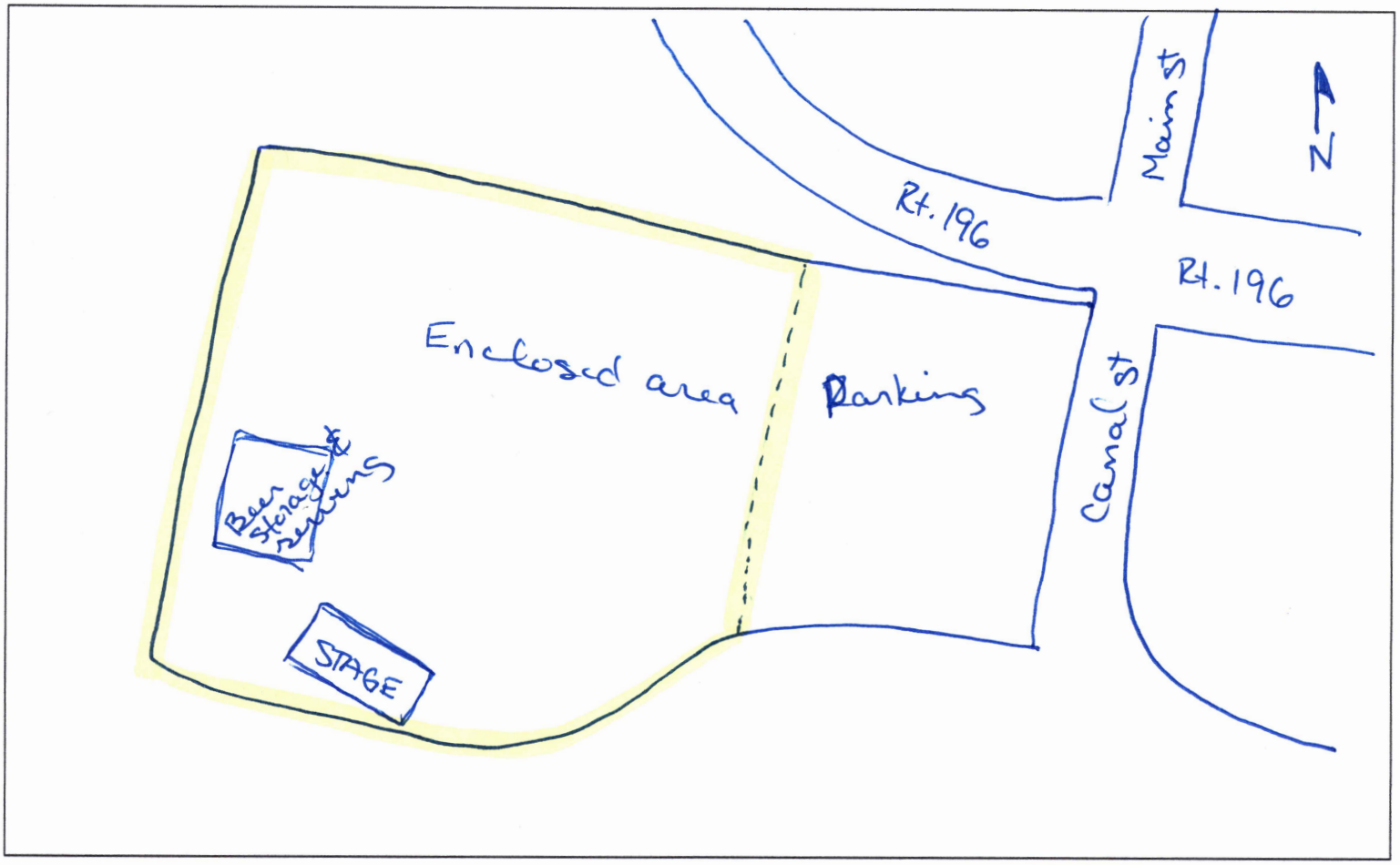
1. The license fee is $50.00 plus a $10.00 filing fee; make checks payable to Treasurer State of Maine.
2. The law requires the application to be submitted at least 24 Hours prior to the function, however, a longer notice is appreciated to allow additional time for processing.
3. Once issued, this permit is not assignable and is valid only for use by the licensee named in this application and for the date, time, and location listed in this application. This permit is issued subject to Maine liquor laws under Title 28-A and the Bureau's Administrative Rules. Penalties for failure to comply with the laws and rules are provided in Chapter 33 of Title 28-A.
4. The Division is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.
5. Payments to the Division by check subject to penalty provided by 28-A MRS Section 3-B.

Section F: Diagram for Outdoor Events

The following restrictions apply to outdoor events:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the event to control and monitor the area.

In an effort to clearly define the area that consumption and storage of liquor will occur during this outdoor event, diagrams must be submitted on this form and should be as accurate as possible. Be sure to label the areas of consumption and storage on your diagram.



For Division Use Only

Date Filed: _____

☐ Approved ☐ Not Approved

Date Approved: _____

Approved By: _____

License No:
Deposit Date:
Amt. Deposited:
Payment Type:

Sec. 2-33. Compensation.

Pursuant to Article II, Section 2.03 and Article X of the Town Charter, the town council determines that the annual compensation for each council member shall be ~~$1,500.00~~ $2,000.00, except that the annual compensation for the council chairman shall be ~~$1,800.00~~ $2,400.00.

(T.M. of 4-3-2007, § 2007-39)

Town of Lisbon

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: Approve Purchase of Plow & Wing for $39,750
Date: July 11, 2023

Summary

Recommendation
Dear Town Council,

Under Section 86-34(g) of our Purchase Policy, I propose we waive the competitive bidding process for equipment to upgrade our loader, part of the FY24 capital plan. We received two quotes: one for $57,238 and another from CIVES Corporation for $39,750.

Given the significant cost difference, quality, and lack of other vendors with inventory, I recommend we directly award the contract to CIVES, who are honoring their April 2023 pricing.

Attachments
1. 06_28_23_BidWaiver_Loader

Town of Lisbon

Town of Lisbon
300 Lisbon St
Lisbon, ME, 04250
207-353-3000

Project Name: Village Street Resurfacing
Bid Submission Deadline: June 27, 2023
Bid Opening Time: 10:30 a.m.
Location: Town of Lisbon, 300 Lisbon St, Lisbon, ME, 04250

Introduction
Welcome to the bid submission for the Village Street Resurfacing. Sealed bids will be received in the office of the Town Manager until 1:00 p.m on June 16, 2023, at the Town of Lisbon, 300 Lisbon St, Lisbon, ME, 04250. At this time, they will be publicly opened and read aloud. Please ensure that all required documents are enclosed in a sealed envelope clearly marked with the bid name and project number.
Attendance
Please record your attendance below:

Name of Company/Bidder	Representative Name	Signature
NEP	Chris Webber	CWell
ST. LAURENT & SON	TOBIAS FARNSWORTH	
Pratt and Sons	Chad Toothaker	Chad Tooth

Bid Opening Process

The bid opening process is as follows:

a. Confirm the attendance of bidders.
b. Verify the receipt of all required bid documents.
c. Open and read aloud each bid proposal.
d. Record the bid amounts and any discrepancies.
e. Evaluate the bids for responsiveness and compliance.
f. Prepare a bid tabulation sheet.
g. Announce the apparent low bidder (subject to further review and verification).

Bid Tabulation

Town of Lisbon

Please use the following table to record the bid amounts and any discrepancies observed during the bid opening process:

Bidder Name	Base Bid Amount	Alternate(s)	Discrepancies/Notes
Northeast Paving	$158,920		
St Laurent	$105,705		
Pratt & Son	$196,400		

Bid(s) Opened by: Randy Cyr Signed

Witnessed by: Glenn Michalowski Signed

NORTHEAST PAVING

TOWN OF LISBON
LITTLEFIELD ROAD RESURFACING PROGRAM RFP
BID NO. 2023-011
Bid Date: 06/27/2023 @ 10:30 a.m.

PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Description: Addendum – adjustment of square yardage to mill	**Amount**
Scope: Mill 7200 SY then Tack and re-pave 2.0" of 12.5mm, approx. 800 ton, Provide driveway aprons. Start Rt.196 to seem before Pinewoods Rd: 1 ½" of milling, 2" of surface compacted to 1.5". Tack prior to paving required and millings will be hauled to specified town location on Mill Street.	$ 158,920.00

**Price is based on all driveway prep and paving being completed by others under the existing sidewalks contract.*

COMPANY NAME	Eurovia Atlantic Coast, LLC dba Northeast Paving
SIGNED	Wayne Berry
PRINTED NAME/TITLE	Wayne A. Berry - Division Manager
ADDRESS	953 Odlin Road
	Bangor, ME 04401
DATE	06/27/2023
PHONE #	207-945-0873
FAX #	207-945-0874
E-MAIL ADDRESS	Gregory.Schaub@Eurovia.us (Chief Estimator)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
EUROVIA ATLANTIC COAST LLC
2911 N. Graham
Charlotte, NC 28206

SURETY:
(Name, legal status and principal place of business)
LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
TOWN OF LISBON

300 Lisbon Street, Lisbon, ME 04210

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Village Street Resurfacing Mill & Fill.

Project Number, if any: 2023-011

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of June, 2023

	EUROVIA ATLANTIC COAST LLC
(Witness) Gregory A. Schaub	*(Principal)* *(Seal)*
	(Title) WAYNE A. BERRY – DIVISION MANAGER
	LIBERTY MUTUAL INSURANCE COMPANY
(Witness) Harry Tejeda	*(Surety)* *(Seal)*
	(Title) Pedro Gonzalez Jr., Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207389-016018**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Claudette Alexander Hunt, Pedro Gonzalez, Jr.

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$3,908,755,039
*Bonds — U.S Government	3,451,999,931
*Other Bonds	18,862,255,155
*Stocks	19,372,953,698
Real Estate	190,092,373
Agents' Balances or Uncollected Premiums	7,929,876,358
Accrued Interest and Rents	166,740,412
Other Admitted Assets	15,968,062,977
Total Admitted Assets	**$69,850,735,943**

Liabilities

Unearned Premiums	$10,133,358,204
Reserve for Claims and Claims Expense	27,953,643,316
Funds Held Under Reinsurance Treaties	368,610,620
Reserve for Dividends to Policyholders	1,379,296
Additional Statutory Reserve	197,278,000
Reserve for Commissions, Taxes and Other Liabilities	9,206,000,954
Total	**$47,860,270,390**

Special Surplus Funds	$195,696,103	
Capital Stock	10,000,075	
Paid in Surplus	13,324,803,036	
Unassigned Surplus	8,459,966,339	
Surplus to Policyholders		**21,990,465,553**
Total Liabilities and Surplus		**$69,850,735,943**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

Pratt & Sons, Inc.
P.O. Box 236
Mechanic Falls, ME 04256
(207) 345-3311
(207) 345-3313

March 15, 2021

To undersigned, being the sole shareholder of Pratt and Sons, Inc., hereby authorizes the following Persons to sign all bids, forms, contracts, and bonds, which may be submitted by the corporation to and State, Local, and Federal agency:

Jonathan Pratt

Dan Ward

Nicole Gagnon

Pratt and Sons, Inc.

By: _____
Jonathan Pratt, President

State of Maine
County of Androscoggin

Sworn to and subscribed in my presence this 15th day of March, 2021.

Notary Public: Sherry Madore

SHERRY MADORE
NOTARY PUBLIC
State of Maine
My Commission Expires
January 29, 2022

Conforms with The American Institute of Architects, A.I.A. Document A310 (2010 Edition)

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Pratt & Sons, Inc.
PO BOX 236
Mechanic Falls, ME 04258

SURETY:
(Name, legal status and principal place of business)

Old Republic Insurance Company
631 Excel Drive, Suite 200
Mt. Pleasant, PA 15666

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town of Lisbon
300 Lisbon Street, Lisbon, ME 04210

BOND AMOUNT:
Five Percent (5%) of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)

Town of Lisbon, Village Street Resurfacing, Bid NO. 2023-011

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

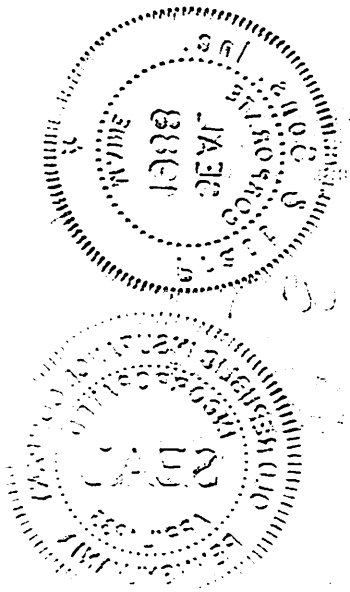
Signed and sealed this 27th day of June, 2023

(Witness)

(Witness)

Nicole Gagnon
(Contractor as Principal) *(Seal)*
Pratt & Sons, Inc.
(Title)

(Surety) *(Seal)*
Matthew Greenleaf, Attorney-in-Fact
(Title)



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

JEFFREY LIND, MATTHEW GREENLEAF, SHANNON WALTON, ANTHONY VILLANDRY,

BRET E COTE, ERIK JOEL VILLANDRY, HEATHER GORDON MARTIN, JENNIFER L GOOD of PORTLAND, ME

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of May, 2022.

OLD REPUBLIC INSURANCE COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of May, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 27th day of June, 2023.

Karen J. Haffner
Assistant Secretary

95-0098

ORSC 11008 (6-93)

CLARK INSURANCE

TOWN OF LISBON
LITTLEFIELD ROAD RESURFACING PROGRAM RFP
BID NO. 2023-011
Bid Date: 06/27/2023 @ 10:30 a.m.

PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Description: Addendum – adjustment of square yardage to mill	**Amount**
Scope: Mill 7200 SY then Tack and re-pave 2.0" of 12.5mm, approx. 800 ton, Provide driveway aprons. Start Rt.196 to seem before Pinewoods Rd: 1 ½" of milling, 2" of surface compacted to 1.5". Tack prior to paving required and millings will be hauled to specified town location on Mill Street.	$ 196,400

COMPANY NAME	Pratt & Sons, Inc.
SIGNED	Nicole Gagnon
PRINTED NAME/TITLE	Nicole Gagnon, Treasurer
ADDRESS	PO Box 236
	Mechanic Falls, ME 04256
DATE	6/27/2023
PHONE #	(207) 345-3311
FAX #	(207) 345-3313
E-MAIL ADDRESS	chad@prattandsons.net

TOWN OF LISBON
Village Street Resurfacing
BID NO. 2023-011
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 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 Director of Public Works as provided for therein; and that he/she will accept in full payment therefore the following sums to wit:

NO.	ITEM DESCRIPTION	QTY.	UNIT	UNIT COST	COST
1.	Furnish & Install 19.5mm HMA Surface Course	0	Tons:	- /Ton	-
2.	Furnish & Install 12.5mm **FINE** HMA	800	Tons:	$89.50 /Ton	$71,600.00
3.	Furnish & Install Hand Placed HMA	0	Tons:	- /Ton	-
4.	Cold Planing of Butt Joints on Various Streets or Driveways	0	SY:	- /SY	-
5.	Application of Bituminous Tack	100	Gals:	$20.00 /Gals	$2,000.00
6.	Driveway Preparation	~~100~~	SY:	- /SY	-
7.	Cold Planing of Various Streets	0	SY:	- /SY	-
8.	Milling Existing Asphalt Pavement	7200	SY:	$2.75 /SY	$19,800.00
9.	Lower & Adjust Catch Basin Covers and Grates to Grade (0" - 6")		CY:	- EA	-
10.	Furnish & Install Loam, Seed & Mulch		SY:	- /SY	-
11.	Flaggers	—	HR:	$55.00 /HR	$55.00
12.	Traffic Control	1	LS:	$7,500.00 LS	$7,500.00
13.	Miscellaneous and Clean Up	1	LS:	$1,550.00 LS	$1,550.00
14.	Mobilization	1	LS:	$3,200.00 LS	$3,200.00
TOTAL:					$ $105,705.00

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 and furnish the required Bonds 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 and deliverance of the Bonds, unless otherwise specified in the Supplemental Specifications or directed by the Director of Public Works 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 there shall be deducted from monies due the Contractor, not as a penalty, but as inspection costs, the sum of five hundred ($500.00) dollars for each working day beyond the time limit specified in the Supplemental Specifications which is required by the Contractor to complete the whole work to the satisfaction of the Director of Public Works.

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 Charter. 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
Monmouth, ME

Accompanying this Proposal is a bid security deposit in the amount of **(5% of Bid Price) of** ($_____) which is to become the property of the Town of Lisbon, by forfeiture, if the undersigned fails, after notification by the Town Manager of the acceptance of his/her Proposal, to execute a contract with the Town and furnish the required Bonds within the time agreed to herein; or, in case the undersigned withdraws his/her Proposal within thirty (30) days after the opening of the Proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

Company Name:	St. Laurent and Son Inc.
Address:	20 Highland Spring Road
	Lewiston, ME 04240
Signature	
Printed Name and title:	Joe Perryman - Vice President
Firm's IRS ID #	20-4024258
Date	6/26/23

Telephone Number	207-784-7944
Fax #	207-784-6592
E-Mail Address	tobias@stlaurentandson.com

TOWN OF LISBON
LITTLEFIELD ROAD RESURFACING PROGRAM RFP
BID NO. 2023-011
Bid Date: 06/27/2023 @ 10:30 a.m.

PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Description: Addendum – adjustment of square yardage to mill	**Amount**
Scope: Mill 7200 SY then Tack and re-pave 2.0" of 12.5mm, approx. 800 ton, Provide driveway aprons. Start Rt.196 to seem before Pinewoods Rd: 1 ½" of milling, 2" of surface compacted to 1.5". Tack prior to paving required and millings will be hauled to specified town location on Mill Street.	$

COMPANY NAME	ST. LAURENT & SON INC.
SIGNED	
PRINTED NAME/TITLE	TOBIAS FARNSWORTH - ESTIMATOR
ADDRESS	20 HIGHLAND SPRING RD.
	LEWISTON, ME 04240
DATE	6/27/23
PHONE #	207-784-7944
FAX #	207-784-6592
E-MAIL ADDRESS	TOBIAS@STLAURENTANDSON.COM

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
Name, legal status and address)
ST. LAURENT & SON, INC.
20 HIGHLAND SPRING ROAD
LEWISTON, ME 04240

SURETY:
(Name, legal status and principal place of business)
THE OHIO CASUALTY INSURANCE COMPANY
175 BERKELEY STREET
BOSTON, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

TOWN OF LISBON, MAINE
300 LISBON STREET
LISBON, ME 04250

BOND AMOUNT: FIVE PERCENT OF ATTACHED BID (5%)

BOND NUMBER: STLAURENT851

PROJECT: TOWN OF LISBON VILLAGE STREET RESURFACING MILL & FILL, BID NO. 2023-011, LISBON, ME
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, **or** within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (I) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **June , 2023.**

(Witness)	***ST. LAURENT & SON, INC.*** ***(Principal)*** ***(Seal)***
	(Title)
(Witness)	***THE OHIO CASUALTY INSURANCE COMPANY*** ***(Surety)*** ***(Seal)***
	(Title)JOLINE L. BINETTE, ATTORNEY-IN-FACT

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

Init.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210154-012009**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joline L. Binette, Melanie A. Bonnevie, Samuel M. Goulet, Heidi Rodzen, Robert E. Shaw Jr.

all of the city of Auburn state of ME each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of May, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26TH day of JUNE, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

NORTHEAST PAVING

TOWN OF LISBON
LITTLEFIELD ROAD RESURFACING PROGRAM RFP
BID NO. 2023-011
Bid Date: 06/27/2023 @ 10:30 a.m.

PROPOSAL FORM

The undersigned hereby declares that he has carefully examined the specifications and that he/she proposes and agrees, if this proposal is accepted, to provide the items identified in his/her proposal in accordance with the specifications listed; and that he/she will accept full payment therefor the following sum:

Description: Addendum – adjustment of square yardage to mill	**Amount**
Scope: Mill 7200 SY then Tack and re-pave 2.0" of 12.5mm, approx. 800 ton, Provide driveway aprons. Start Rt.196 to seem before Pinewoods Rd: 1 ½" of milling, 2" of surface compacted to 1.5". Tack prior to paving required and millings will be hauled to specified town location on Mill Street.	$ 158,920.00

**Price is based on all driveway prep and paving being completed by others under the existing sidewalks contract.*

COMPANY NAME	Eurovia Atlantic Coast, LLC dba Northeast Paving
SIGNED	Wayne Berry
PRINTED NAME/TITLE	Wayne A. Berry - Division Manager
ADDRESS	953 Odlin Road
	Bangor, ME 04401
DATE	06/27/2023
PHONE #	207-945-0873
FAX #	207-945-0874
E-MAIL ADDRESS	Gregory.Schaub@Eurovia.us (Chief Estimator)

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
EUROVIA ATLANTIC COAST LLC
2911 N. Graham
Charlotte, NC 28206

SURETY:
(Name, legal status and principal place of business)
LIBERTY MUTUAL INSURANCE COMPANY
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
TOWN OF LISBON

300 Lisbon Street, Lisbon, ME 04210

BOND AMOUNT: Five Percent of Amount bid (5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Village Street Resurfacing Mill & Fill.

Project Number, if any: 2023-011

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of June, 2023

	EUROVIA ATLANTIC COAST LLC
(Witness) Gregory A. Schaub	*(Principal)* *(Seal)*
	(Title) WAYNE A. BERRY – DIVISION MANAGER
	LIBERTY MUTUAL INSURANCE COMPANY
(Witness) Harry Tejeda	*(Surety)* *(Seal)*
	(Title) Pedro Gonzalez Jr., Attorney in Fact

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207389-016018**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Claudette Alexander Hunt, Pedro Gonzalez, Jr.

all of the city of Miami state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of February, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of June, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$3,908,755,039
*Bonds — U.S Government	3,451,999,931
*Other Bonds	18,862,255,155
*Stocks	19,372,953,698
Real Estate	190,092,373
Agents' Balances or Uncollected Premiums	7,929,876,358
Accrued Interest and Rents	166,740,412
Other Admitted Assets	15,968,062,977
Total Admitted Assets	**$69,850,735,943**

Liabilities

Unearned Premiums	$10,133,358,204
Reserve for Claims and Claims Expense	27,953,643,316
Funds Held Under Reinsurance Treaties	368,610,620
Reserve for Dividends to Policyholders	1,379,296
Additional Statutory Reserve	197,278,000
Reserve for Commissions, Taxes and Other Liabilities	9,206,000,954
Total	**$47,860,270,390**

Special Surplus Funds	$195,696,103	
Capital Stock	10,000,075	
Paid in Surplus	13,324,803,036	
Unassigned Surplus	8,459,966,339	
Surplus to Policyholders		**21,990,465,553**
Total Liabilities and Surplus		**$69,850,735,943**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

July 12, 2022

VOTE (2022-160) Councilor Fellows, seconded by Councilor Robishaw, moved to accept the Town Council Remote Meeting Policy as presented and to be effective immediately.

REMOTE MEETING POLICY FOR TOWN COUNCIL

Pursuant to 1 M.R.S. § 403-8, and after public notice and hearing, the Lisbon Town Council adopts the following policy to govern the participation, via remote methods, of members of the Lisbon Town Council and the public in the public proceedings or meetings of that body.

Members of the body are expected to be physically present for meetings except when the chair or presiding officer determines this is not practicable due to the existence of one or more of the following conditions:

1. an emergency or urgent issue that requires the body to meet via remote methods; or
2. the illness, other physical condition or temporary absence of a member from the Town of Lisbon that causes significant difficulty traveling to the meeting location.

The chair or presiding officer of the body, in consultation with other members if appropriate and possible, will decide in as timely a manner as possible under the circumstances whether remote methods of participation are necessary. If remote participation is deemed necessary, it is desired but not required that the person chairing the meeting be physically present. In the case where an overall emergency is declared the entire body would meet remotely.

A member who is unable to attend a meeting in person and who wishes to be part of the meeting remotely, shall notify the chair or presiding officer of the body as far in advance as possible. Every attempt shall be made by that member to notify the Chair or presiding officer at least one full week (7 days) in advance of the planned meeting date. A member of the Lisbon Town Council who participates remotely will be considered present for purposes of a quorum and voting.. The Town Council's Working Rules as of the date of the meeting shall dictate whether participation by remote means counts as presence, excused or unexcused absence

Those members who are unable to physically attend shall have been granted remote meeting authorization by the chair or presiding officer prior to the commencement of the subject meeting and such will be noted during roll call. Long term remote attendance shall be discouraged, and individual situations shall be subject to a recommendation of the chair to the entire Town Council for affirmation. Long term remote attendance shall mean instances of more than three consecutive regular meetings or more than 6 total regular meetings in rolling year. Special meetings and workshops held alone shall not be included in determining long term remote attendance.

Remote methods of participation may include video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Telephonic participation may be used only if video technology is not possible but must meet the same conditions as is required for video participation. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions.

The public will be provided a meaningful opportunity to attend via remote methods when any member of the body participates via remote methods. If public input is allowed or required at

the meeting, an effective means of communication between the body and the public will also be provided by electronic means. The public will be provided an opportunity to attend the meeting in person and to participate as is allowed for all meetings conducted in person, unless there is an emergency or urgent issue that requires the entire body to meet using remote methods. When situations exist that allow the public to participate in person, remote participation may be limited to the ability of that or those members of the public to see {hear) the meeting and to participate actively by e-mail, telephone or text to a designated Town Councilor or town staff member attending in person.

Notice of all meetings shall be provided in accordance with 1 M.R.S. § 406 and any applicable charter, ordinance, policy, or bylaw. When the public may attend via remote methods, notice will include how the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person.

The Lisbon Town Council will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the entire body to meet using remote methods of attendance. During periods when even any single member participates remotely, a method for remote commenting electronically for the public shall be provided in addition to the availability of an in-person participation opportunity as is the norm. In this case, remote input from the public shall be by e-mail to a designated address which will also be provided in accordance with 1 M.R.S. § 406 and any applicable charter, ordinance, policy, or bylaw. All conditions shall be noted in all meeting documents and materials in advance of the meeting.

The Lisbon Town Council will make all documents and materials to be considered by the body available electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the body.

All votes taken during a meeting using any remote methods shall be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the body and the public.

This policy will remain in force indefinitely unless amended or rescinded.

Roll Call Vote: Yeas – Fellows, Larochelle, Lunt, Moore, Jr., Cain, Robishaw, and Smith. Nays - None.

Order passed - Vote 7-0.

MEMORANDUM FROM THE TOWN CLERK

TO: Town Manager & Town Councilors

FROM: Town Clerk

SUBJECT: November 7, 2023 Election, State and Local

DATE: July 11, 2023

The Council should determine the following items for the upcoming State Referendum and Annual Municipal Election.

Polling Hours:
7:00 AM to 8:00 PM

Polling Locations:
Ward/District 1 & Ward/District 2: Lisbon High School Gymnasium

Registrar Hours:
October 31, Nov 1, 2, 3 and 6, during regular office hours and on Election Day, November 7 during the polling hours

Casting Absentee Ballots on Election Day:
8AM, 10AM, 1PM, 3PM, 5PM, 7PM, and 8PM on Election Day in accordance with M.R.S.A. Title 21A Section 759 (7).

The following Elected Officials with terms expiring in December 2023 are as follows:

For Town Council
Fern Larochelle

For School Committee
Leonard Lednum

Nomination Papers will be available on or after July 31, 2023 and must be filed in the Town Clerk's office on or before Monday, **September 8 at 4:00 PM**.