



**AGENDA**  
**COUNCIL MEETING**  
**MAY 1, 2018**  
**LISBON TOWN OFFICE**  
**6:00 P.M.**

Town Council  
Allen Ward, Chairman  
Chris Brunelle, Vice Chairman  
Norm Albert  
Kris Crawford  
Kasie Kolbe  
Fern Larochelle  
Mark Lunt

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL  
\_\_\_\_ Councilor Albert      \_\_\_\_ Councilor Brunelle      \_\_\_\_ Councilor Crawford      \_\_\_\_ Councilor Kolbe  
\_\_\_\_ Councilor Larochelle      \_\_\_\_ Councilor Lunt      \_\_\_\_ Councilor Ward  
Town Clerk reading of meeting rules
3. WORKSHOP 6:00 PM  
A. TIF – Dingley Press
4. GOOD NEWS & RECOGNITION  
2018-93 ORDER – Proclamation Presentation
5. PUBLIC HEARINGS
6. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
7. CONSENT AGENDA  
2018-94 ORDER – A. Municipal Accounts Payable & Payroll Warrants -  

#117	\$20,184.08	#118	\$166,046.17
#119	\$17,081.97	#	\$

B. School Accounts Payable & Payroll Warrants -  

#29	\$737.34	#	\$
#1056	\$346,386.42	#1820	\$82,961.17
#1057	\$13,013.55		

C. Workshop Minutes of April 10, Minutes of April 17, and Workshop Minutes of April 24, 2018  
D. Set Public Hearings on May 15 for Victualer's for Fernando Stelsor d/b/a Domino's & Phil Butterfiled d/b/a a Mobile Unit at the Flea Market called Smokin Phil's Belly Bustin BBQ, and Special Entertainment Permit for Franks  
E. Renewal Victualer's Licenses (see attached list)  
F. Renewal Itinerant Vendor Permit (Outdoor Flea Market) for Riverside Flea Market
8. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES  
2018-95 ORDER – Amended and Restated Credit Enhancement Agreement – Dingley Press  
2018-96 ORDER – Facade Grant Bid  
2018-97 ORDER – MDOT Mill Street-Center Bridge Replacement Project Construction Overlimit Permit and Municipal Bond  
2018-98 ORDER – Set Public Hearing For Amended & Restated Dingley TIF Development Program
9. OTHER BUSINESS  
A. Council Committee Reports:
  1. School (Councilor Albert)
  2. Planning Board (Councilor Ward)
  3. Water Department (Councilor Brunelle)
  4. LDC (Councilor Larochelle)
  5. Conservation Commission (Councilor Ward)
  6. Recreation (Councilor Kolbe)
  7. County Budget (Councilor Ward)
  8. Library (Councilor Lunt)B. Town Manager's Report
10. APPOINTMENTS  
2018-99 ORDER – Appoint Election Clerks  
2018-100 ORDER – Appoint Warden – Rick Roberts for the June 12, 2018 Election
11. COUNCIL COMMUNICATIONS
12. AUDIENCE PARTICIPATION & RESPONSE NEW ITEMS
13. EXECUTIVE SESSION  
2018-110 ORDER – Per 1 M.R.S.A. Section 405 (6) (A) Personnel Matters  
2018-102 ORDER – Per 1 M.R.S.A. Section 405 (6) (C) Acquisition of Real Property or Economic Development  
2018-103 ORDER – Per 1 M.R.S.A. Section 405 (6) (D) Labor Negotiations  
2018-104 ORDER – Per 1 M.R.S.A. Section 405 (6) (E) Consultation with Legal
14. ADJOURNMENT  
2018-105 ORDER – To Adjourn

## SUMMARY OF LISBON COUNCIL MEETING RULES

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

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

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





# Town of Lisbon

Diane Barnes  
Town Manager

## Town Council

Allen Ward, Chairman  
Christopher Brunelle, Vice Chair  
Norm Albert  
Kris Crawford  
Kasie Kolbe  
Fernand Larochelle, Jr.  
Mark Lunt

## MEMO

To: Town Council  
From: Diane Barnes, Town Manager  
Subject: Recommendations  
Date: May 1, 2018

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### Agenda Item 2018-95

#### Amended And Restated Credit Enhancement Agreement For Dingley Press

On February 20, 2018 The Dingley Press came before Council for a five year extension on their TIF and Development Program which was going to expire in March 2018.

Due to time sensitivity, the Credit Enhancement Agreement was not part of the February 20<sup>th</sup> meeting with the intent for Dingley to come back to Council for the CEA approval.

The Lisbon Economic & Community Development Department is recommending Council to approve the amended Dingley Press (TIF) Credit Enhancement Agreement.

#### Recommendation

**Approve the Amended and Restated Dingley Press (TIF) Credit Enhancement Agreement.**

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### Agenda Item 2018-96

#### CDBG Façade Grant Bids

INTRODUCTION: Ms. Steuber explained the following bids were publicly opened on April 20, 2017 at 2:00pm in the presence of Diane Barnes, Derek Bichrest and was advertised in the Sun Journal, Town website and sent to the following:

<u>Location</u>	<u>Bidder</u>	<u>Bid</u>
206 Lisbon Street	Bichrest Bros.	\$39,400
	H.E. Callingham	No Bid
	Alexander Construction	No Bid

There were a total of 3 bid packets distributed for 206 Lisbon Street.

#### The Scope of Work consists of the following:

Remove glass sun room. Remove all old siding and repair rot on the back wall. Install 3/8 insulated house wrap then 23sq. of ct monogram vinyl siding. Install 4ft. of Vera's stone siding to the front of building. Install new fascia and soffit. Install two 4ft. x 3ft. new paradigm windows in back of building. Install commercial double swing all glass doors

with aluminium frame. Install overhead full glass garage door in showroom. Rebuild existing lean to on the side of building. New metal roof and build new wooden doors. Install two 4x8 azack sign mounts and new azack trim to doors and windows. Replace roof with new epdm rubber roofing and new plexiglass skylight. 22 sq.

After speaking with the owners the Economic & Community Development Director is requesting Council to award the one bid from Bichrest Bros. in the amount of \$39,400 as part of the CDBG Façade Grant requirements.

**Recommendation**

**Award the CDBG Façade Grant bid to Bichrest Brothers for \$39,400.**

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**Agenda Item 2018-97**

**Maine Department Of Transportation  
Mill Street – Center Bridge Replacement Project  
Construction Overlimit Permit  
And Municipal Bond**

Mrs. Barnes explained MDOT is requiring the town to agree to issue a permit for overweight equipment on town roads pursuant to 29-A MRSA § 2382 for the Contractor on the Mill Street Center Bridge Replacement project to haul non-divisible overlimit loads on our municipal road. The town can require a Municipal Construction Bond to cover the cost of any damage that might occur as a result of the overlimit loads.

**Recommendation**

**Agree that a construction overlimit permit will be issued to the contractor for the MDOT Mill Street – Center Bridge Replacement Project allowing the contractor to haul non-divisible overlimit loads on municipal ways and authorize the Town Manager require the Municipal Construction Bond along with establishing permit conditions to protect the Town's interest.**

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**Agenda Item 2018-98**

**Set Public Hearing for  
Amended & Restated Dingley TIF Development Program**

On February 20, 2018 The Dingley Press came before Council for a five year extension on their TIF and Development Program which was going to expire in March 2018.

Due to time sensitivity, Council opted not to make any amendments to the Development Program with the goal of having a workshop with Dingley's legal counsel to discuss the development program in more detail.

The Lisbon Economic & Community Development Department is recommending Council to set a public hearing date for Tuesday, May 15, 2018 for the amended and restated Dingley Press (TIF) Development Program.

**Recommendation**

**Set a public hearing on May 15 to discuss the Amended & Restated TIF Development Program.**

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**TOWN COUNCIL  
WORKSHOP  
MEETING MINUTES  
APRIL 10, 2018**

Normand Albert, At Large 2018  
Kasie Kolbe, District 1 2018  
Allen Ward, District 2 2018  
Christopher Brunelle, At Large 2019  
Mark Lunt, District 1 2019  
Kris Crawford, District 2, 2019  
Fern Larochelle, At Large 2020

**CALL TO ORDER.** Councilor Brunelle called the meeting to order, and waived the pledge of allegiance to the flag at 7:00 pm.

**ROLL CALL.** Members present were Councilors Albert, Kolbe, Larochelle, Brunelle, and Lunt. Also present were Diane Barnes, Town Manager; Mark Stevens, Parks and Recreation Director; Diane Nadeau, Library Director; Lydia Colston, Finance Director; Dan Leeman, Planning Board; and approximately 9 citizens in the audience.

**BUDGET WORKSHOP**

**PARKS AND RECREATION**

Mr. Mark Stevens presented the budget for parks and recreation department for the upcoming year. Mr. Stevens said the department would like to hire one new full time employee and increase one employee from a part time to a full time position. Over the last fifteen years the parks and recreation department has acquired the MTM center and all of the associated programs, several parks, including Beaver Park, the Seniors Program, and several cemeteries without adding additional staff or any real increase in budget. Mr. Stevens said the town is fortunate to have the people who currently serve on the Rec Committee. This is the strongest committee in several decades. However, there is a critical need to have more staff to maintain the level of service the Parks and Recreation department can offer the residents of Lisbon year round.

Mr. Stevens requested a \$13,000 raise in wages. The raise would cover an increase in hours from 25 to 40 hours per week for the Senior Coordinator/Programmer. This position is responsible for overseeing the planning of all excursions, meals, and fitness classes for the Senior Program, the Fitness Program, and the After School Programs. In addition, an increase in hours for this position will enable future growth in the department.

Mr. Stevens said the budget included the two part time mowers for 20 weeks, one full time Maintenance Coordinator and one person at the Parks Gate.

Mr. Stevens said currently the budget allows for a 12 weeks mowing schedule for the parks. He requested a \$7,000 increase in wages to allow for an increase to a 20-week mowing season.

Mr. Stevens stressed that he really needed the full time Maintenance Coordinator now to begin training and planning for this summer season. Mrs. Barnes said there might be room to appropriate some of the unassigned funds.

Mr. Stevens addressed the increase of \$2,300 in Water. He said he got estimates for a new water line at the South Street Community Gardens for \$1,300. He also spoke with the Water Commissioner about installing a valve outside MTM to enable easier creation of the ice rink. The estimate of \$1,000 was included for the valve installation.

Mr. Stevens mentioned he requested \$2,000 for new outside lights. He got another estimate for between \$200 and \$400. He stated he had enough in his this year's budget to cover the cost. However, he requested the \$2,000 be used to purchase a sign to highlight the walking/bike path on 196.

Mr. Stevens said he reduced the Moxie Car Show budget by \$6,000.

Mr. Stevens stated he reduced the Co-Ed Softball budget by \$3,000.

Mr. Stevens discussed revenues collected by the department. He mentioned that even though the program fees have remained the same, the number of participants in the After School Programs continue to grow. The revenues collected have exceeded expectations. Last year, the expectation was to collect \$55,000. However, as of April 1, revenues collected come to just over \$61,000 with a total of approximately \$80,000 by the end of June. The cost of staff to run the programs is approximately \$30,000.

## LIBRARY

Mrs. Diane Nadeau presented the library budget stating the library would like to move forward with the Maine Intranet System which includes the bar coding of all materials. The library would also like to continue to expand use of the Maine Interlibrary Loan program by educating patrons on the availability and ease of use of this statewide program. In addition, the library will continue to access the collection to ensure it meets the needs of the residents and to maintain available shelving space. The library will be adapting the children's program to include more outreach programs as well.

Mrs. Nadeau said she has been appointed to the Maine Intranet Executive Board, which will meet once a month, mainly in Augusta, but may move to other locations. As such, mileage request has increased from \$75.00 to \$300.00.

Mrs. Nadeau stated dues for the MLA have increased to \$200.00.

Mrs. Nadeau mentioned Contracted Services request had increased by \$300.00. This would cover extra shoveling costs incurred from severe storms.

Mrs. Nadeau explained the increase in postage and delivery of \$612.00 was to facilitate a fourth Interlibrary Loan day at the beginning of the week to help alleviate the overload of requests and returns over the weekend.

Mrs. Nadeau requested \$1000.00 increase under Supplies Operational. This fund supports an increased download ability, an increase circulation of DVD's and audiobooks, more refreshments for the Merry Main Street Program as it continues to grow, and janitorial supplies for the public restrooms.

Mrs. Nadeau explained the need for new shelving at the Library due to severe damage caused this winter from a burst pipe. The Library lost 14 shelves in the back room, and she had submitted to the Council an estimate for a new shelving system. She also stated that an alternative plan to the heating system would be worth future discussion as well. Councilor Albert stated an alternative heating plan and replacing the regular shelving would be a more economical solution than purchasing a new shelving system.

Mrs. Nadeau mentioned she submitted an estimate for replacing the carpeting. The current carpet is over 20 years old.

Councilor Larochelle asked if the telephone line for afterhours was a part of the recent phone system upgrades. Mrs. Nadeau said yes and stated that the request for an increase in telephone funds was for the new automated line. Both Councilor Larochelle and Councilor Albert requested a review of this fee because the increase for another line seems excessive instead of using a voicemail service. Mrs. Barnes said she would also check to see if other departments were paying for this service.

## ADJOURNMENT

Councilor Brunelle adjourned the meeting at 8:26 PM





**TOWN COUNCIL  
MEETING MINUTES  
APRIL 17, 2018**

Normand Albert, At Large 2018  
Kasie Kolbe, District 1 2018  
Allen Ward, District 2 2018  
Christopher Brunelle, At Large 2019  
Mark Lunt, District 1 2019  
Kris Crawford, District 2, 2019  
Fern Larochelle, At Large 2020

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

**ROLL CALL.** Members present were Councilors Ward, Kolbe, Brunelle, Lunt, Crawford, and Larochelle.

**VOTE (2018-77A)** Councilor Kolbe, seconded by Councilor Lunt moved to excuse Councilor Albert's absence (vacation). **Order passed 6-0.** Councilor Albert was excused. Also present were Diane Barnes, Town Manager; Tracey Steuber, Economic Development Director; Marc Hagan, Police Chief; Mark Stevens, Parks & Recreation Director; Steve Aievoli, Interim Public Works Director; Miriam Morgan-Alexander, Appeals Board/Assessment Review Board member; Don Fellows, Planning Board Chairman; and approximately 10 citizens in the audience.

**GOOD NEWS & RECOGNITION**

**PROCLAMATION RECOGNIZING  
THE LISBON HIGH SCHOOL DRAMA CLUB**

**VOTE (2018-77)** Councilor Kolbe, seconded by Councilor Crawford moved to adopt the Proclamation:

**WHEREAS,** Lisbon High School Drama Club had a very dynamic and successful year! 43 students were involved in the classic production of "Sweeney Todd" in October, which had three sold out performances. Theatre Arts classes and Independent Costuming Class began working on the one act production "The Importance of Being Earnest" in September. After completing a formal analysis of Oscar Wilde's original two hour play and many hours of research, the 35 minute version was ready to be cast in December. Countless hours were spent in rehearsal, building and painting the set and creating costumes.

**WHEREAS,** On March 10<sup>th</sup> LHS Drama Club won the regional competition for the third year in a row, and went on to States in Rockland. Regional Festival All Cast Awards were awarded to Bradley Harriman, Gage Wright, Kierra Bouchard, and Geoffrey Shambarger. Special Judges Commendations were awarded to Ashley Greene for lighting, and Kierra Bouchard for Costume Design.

**WHEREAS,** On March 24<sup>th</sup> LHS Drama Club placed fourth out of nine schools at the Maine Drama Festival State One Act competition. State Festival All Cast Awards were awarded to Bradley Harriman, Gage Wright, Emily Chase, and Alex Cole. Special Judges Commendations were awarded to Kierra Bouchard for Costume Design, and the Entire Cast and Crew for Outstanding Ensemble.

**NOW THEREFORE,** We the Town Council of the Town of Lisbon, on this 17<sup>th</sup> day of April, 2018, would like to congratulate these students for their outstanding achievement. Well Done!!

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

**PUBLIC HEARING**

**A. VICTUALER'S LICENSE FOR JASON & TYLER LAVERDIERE  
D/B/A THE FLUX RESTAURANT**

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

**B. VICTUALER'S LICENSE FOR EZ MART D/B/A X-TRA MART**

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

**C. VICTUALER'S LICENSE FOR WALTER MORSE D/B/A WALT'S PLACE**

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

**D. VICTUALER'S LICENSE FOR RICHARD GEORGE D/B/A SUBWAY**

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

**E. AMEND CHAPTER 70 ZONING ORDINANCE, DIVISION 13.-DISTRICT USES, SECTION 70-531 TABLE OF LAND USES**

The Chairman opened the public hearing. There were no comments. The Chairman closed the public hearing.

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

**VOTE (2018-78)** Councilor Kolbe, seconded by Councilor Lunt moved to approve the following:

**Municipal Accounts Payable & Payroll Warrants -**

#110	\$21,833.22	#111	\$1,000.00
#112	\$163,086.81	#113	\$27,896.00
#114	\$17,826.40	#115	\$105,305.97
#116	\$2,305.68		

**And the School Accounts Payable & Payroll Warrants -**

##27	\$ 58.88	#28	\$180.08
#1052	\$ 349,936.75	#1053	\$13,197.35
#1054	\$319,427.10	#1055	\$29.84
#1819	\$84,347.19		

And the Workshop Minutes of March 27, 2018, Regular Minutes of April 3, 2018, along with the Victualer's Licenses for the Flux Restaurant, Walt's Place, EZ Mart d/b/a X-tra Mart & Subway, as well as the Memorial Day Parade Street Closures and the CMP Pole Permit for Mill Street.

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

**COUNCIL ORDERS, ORDINANCES, & RESOLUTIONS****SET DATE FOR TIF WORKSHOP**

The Council unanimously approved setting the TIF workshop at 6:00 on May 1, 2018.

**EFFICIENT DELIVERY OF LOCAL & REGIONAL SERVICES GRANT**

**INTRODUCTION:** Ms. Steuber explained that the State of Maine, Department of Economic and Community Development, announced an RFP opportunity for municipal, county or regional governments seeking to create efficiencies in service to its residents.

Maine State Government's Fund for the Efficient Delivery of Local and Regional Services, referred to as the "Fund", was established in 2005 to encourage intergovernmental cooperation on projects that will result in cost-



savings, and ultimately a reduction in property taxes. In support of this, the Fund provides monetary assistance to municipalities, counties and state agencies that work together for this purpose.

Because Lisbon Emergency, Inc. is requesting financial assistance from Lisbon and Bowdoin for FY 19 to support the delivery of EMS services, we qualify to submit an RFP along with the support of the Town of Bowdoin as our regional partner for these funds. The deadline for submitting the RFP is April 30, 2018. There is no municipal match required.

The ECD Department with the support from Bowdoin we ask Council to authorize the Town Manager to submit an RFP for the Maine State Government's Fund for the Efficient Delivery of Local and Regional Services.

**COUNCILOR COMMENTS:** Councilor Larochelle mentioned this was a great idea to collaborate with other communities to deliver efficient local services. Councilor Kolbe confirmed there was no match required. Ms. Steuber pointed out she would be submitting our estimates for the next five years for emergency services.

**VOTE (2018-80)** Councilor Brunelle, seconded by Councilor Kolbe moved to authorize the Town Manager to submit an RFP for the Maine State Government's Fund for the Efficient Delivery of Local and Regional Services. **Order passed - Vote 6-0.**

#### LETTER OF AGREEMENT BETWEEN ANDROSCOGGIN VALLEY SOIL & WATER CONSERVATION DISTRICT AND LISBON & SABATTUS

**INTRODUCTION:** Mr. Aievoli explained that the municipalities of Lisbon and Sabattus are working together through the Androscoggin Valley Stormwater Working Group (AVSWG) to meet the requirements of the Maine Department of Environmental Protection's (MDEP's) Municipal Separate Storm Sewer System (MS4) General Permit. The MS4 General Permit requires each municipality to develop and implement best management practices (BMPs) that will minimize stormwater pollution within their urbanized areas. The following areas will be targeted to be accomplished as required by the MS4 General Permit with Council approval.

- Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post- Construction Stormwater Management
- Pollution Prevention/ Good Housekeeping for Municipal Operations

**COUNCILOR COMMENTS:** Councilor Larochelle confirmed this is a similar message others are seeing in surrounding communities as well. Mr. Aievoli mentioned the survey has been arranged to be done by a Bates College student for \$690, however the total cost will be \$1,380, which will be shared between Lisbon and Sabattus.

**VOTE (2018-81)** Councilor Crawford, seconded by Councilor Larochelle moved to authorize the Town Manager to sign the Letter of Agreement between the Androscoggin Valley Soil & Water Conservation District and Lisbon & Sabattus. **Order passed - Vote 6-0.**

#### TRANSFER OF TOWN OWNED VEHICLE POLICE DEPARTMENT

**INTRODUCTION:** Chief Hagan explained the Police Department's vehicle replacement plan, which included the removal of a 2009 Ford Focus from their fleet. The vehicle in question has just over 70,000 miles on it and the initial intent was to sell the vehicle in a closed bid process. Kelley Blue Book values the car value between \$3,500 and \$5,300 in a private party sale.

Chief Hagan reported he spoke with the acting Public Works Director, Steve Aievoli who expressed an interest in attaining the vehicle for shared use between Public Works and the Sewer Departments. He said the vehicle in question has been stripped of emergency lighting and radio equipment and is ready to go. He requested guidance on how the Council would like to proceed.

**COUNCILOR COMMENTS:** Councilor Ward explained the 2/1 vehicle replacement plan in the Capital Improvement Plan, which will get the town out of the 3-year lease payment option in the future. Councilor Larochelle said he would like to save it provided it was for a practical purpose. Mr. Aievoli explained their immediate needs for the vehicle that included transportation to trainings and the Interim's use for traveling between locations. Chief Hagan indicated the other vehicle will be ready for the Code Enforcement Department soon. Councilor Ward pointed out that this vehicle should be available for other departments to use for transportation to trainings as well.

**VOTE (2018-82)** Councilor Brunelle, seconded by Councilor Lunt moved to authorize the transfer of the 2009 Ford Focus to Public Works for shared use between the Public Works and Sewer Departments. **Order passed - Vote 6-0.**

AMEND CHAPTER 70 ZONING ORDINANCE,  
DIVISION.13-DISTRICT USES, SECTION 70-531 TABLE OF LAND USES  
*Final Reading*

**VOTE (2018-83)** Councilor Larochelle, seconded by Councilor Crawford moved to Amend Chapter 70 Zoning Ordinance, Division.13-District Uses, Section 70-531 Table of uses as follows:

**Sec. 70-530. Land uses.**

All land use activities, as indicated Sec. 70-531 Table of Land Uses, shall conform to all of the applicable performance standards. The district designation for a particular site shall be determined from the Zoning Map of Lisbon, Maine.

(1) Key to Table of Land Uses:

P	Permitted by right if they comply with all applicable federal, state and town laws and regulations and the performance standards in article VI of this chapter. Uses may also require Subdivision and/or Site Plan Review approvals pursuant to other provisions of this Code.
C	Permitted upon authorization of a conditional use permit by the planning board in accordance with Article III of this Chapter. {May also require Site Plan Review and/or Subdivision approval}
No	Prohibited

(2) Abbreviations:

RP	Resource Protection
LR	Limited Residential
GR	General Residential
RO-I	Rural Open Space I
RO-II	Rural Open Space II
RR	Rural Residential
LRR	Limited Rural Residential
V	Village
C	Commercial
I	Industrial
DD	Diversified Development



Resource Based & Recreation Uses	RP	LR	GR	RO-I	RO-II	RR	LRR	V	C	I	DD <sup>8</sup>
Commercial/Business Uses	RP	LR	GR <sup>12</sup>	RO-I	RO-II	RR	LRR	V	C	I	DD
Child day care in home/eight or fewer children	NO	C	C	C	C	C	NO	C	NO	NO	P
Children's Day Care Facility	NO	NO	C	C	NO	C	C	C	C	C	C
Nursery school	NO	P	C	P	NO	P	P	P	NO	NO	C
Offices/office buildings not exceeding 2,500 sq. ft.	NO	NO	P	NO	NO	NO	NO	P	P	P	P
Office Building greater than 2,500 sq. ft.	NO	NO	NO	NO	NO	NO	NO	P	P	P	P
Convalescent, rest, nursing, or boarding homes	NO	NO	C	C	NO	C	C	P	NO	NO	C
Business occupations by resident in detached buildings	NO	NO	C	NO	C	NO	NO	P	P	NO	NO
Small businesses, on individual lots/principal building not exceeding 2,500 sq. ft.	NO	NO	C	NO	NO	NO	NO	P	P	NO	P
Campgrounds	NO	NO	NO	C	NO	C	NO	NO	NO	NO	NO
Hotel, motel, inn, tourist home	NO	NO	NO	NO	NO	NO	NO	P	P	NO	C
Medical/dental office or facility	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Retail Store or outlet, such as grocery, drug, furniture	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
<b>Marijuana Retail Store</b>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>NO</u>	<u>C</u>	<u>C</u>	<u>NO</u>	<u>C</u>
Service Establishment, such as barbershop, beauty parlor, cleaner	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Lawn & garden equipment sales/service	NO	NO	NO	C	C	NO	NO	P	P	NO	C
Snowmobile, motorcycle, recreational vehicle, ATV, boat sales/service	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Automobile sales, etc	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Auto service station, auto repair, gasoline service establishment	NO	NO	NO	NO	NO	NO	NO	P	P	NO	NO
Bakery or Food Shop	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Eating Place	NO	NO	NO	NO	NO	NO	NO	P	P	NO	P
Recreational use such as bowling, theaters, dance hall	NO	NO	NO	NO	NO	NO	NO	P	P	NO	NO
Funeral home	NO	NO	NO	NO	NO	NO	NO	P	P	NO	NO
Auditoriums, gymnasiums, places of amusement or places of assembly	NO	NO	NO	NO	NO	NO	NO	P	P	NO	C
Self-storage facility	NO	NO	NO	NO	NO	NO	NO	P	P	P	C
Shop of painter, carpenter or other skilled worker	NO	NO	NO	NO	NO	NO	NO	P	P	NO	C
Wholesale establishment	NO	NO	NO	NO	NO	NO	NO	NO	P	P	NO
Warehouses	NO	NO	NO	NO	C	NO	NO	NO	P	P	P
Laboratory or research facility	NO	NO	NO	NO	NO	NO	NO	NO	P	P	NO
Laundry/dry cleaning	NO	NO	NO	NO	NO	NO	NO	P	P	P	NO
Retail sales of lumber/building supplies	NO	NO	NO	NO	NO	NO	NO	NO	P	P	NO
Yards of electrical, heating, painting, or roofing contractor	NO	NO	NO	NO	NO	NO	NO	NO	P <sup>7</sup>	P	NO
Retail business or service involving manufacturing on the premises and not employing more than 10 people, the products of which are principally at sale at retail on the premises.	NO	NO	NO	NO	NO	NO	NO	NO	P <sup>7</sup>	P	NO
Light manufacturing	NO	NO	NO	NO	NO	NO	NO	C	C	P	P
Business Office related directly to an industrial use on Premises	NO	NO	NO	NO	NO	NO	NO	NO	P	P	NO
<b>Retail sales of products manufactured on premises</b>	NO	NO	NO	<u>NO</u> <u>C</u>	C	NO	NO	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>P</u> <u>C</u>	<u>NO</u> <u>C</u>

Notes:



1. Up to four dwelling units.
2. Home occupations, limited to 25 percent of the total floor area and employing no more than two outside employees.
3. Mobile home parks approved during the period June 29, 1971, through March 10, 1975, under the previous ordinance.
4. Mobile home parks, limited to area within 1,000 feet of a general residential district and where public water and sewer is available or is accessible.
5. Multifamily dwelling up to two dwelling units.
6. Multifamily dwellings containing more than four units.
7. Provided that where open storage is habitually involved, a solid, view-obstructing fence shall be erected between such storage and any adjoining residential district.
8. The planning board may allow to be located in the diversified development district certain uses which are not specifically listed by conducting a public hearing and approving by affirmative vote by a majority of its members.
9. A plan unit development or cluster development must contain a minimum of 15 dwelling units.
10. Must be in a planned unit development or cluster development.
11. Multifamily dwellings are permitted as an element of the revitalization of commercial and/or industrial structures.
12. Small businesses, on individual lots/principal building not exceeding 2,500 sq. ft. are a conditional use in the general residential district.
13. Minimum lot size must be 40,000 sf. to raise nondomestic animals.

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

#### WARRANT JUNE 12, 2018 SCHOOL BUDGET VALIDATION REFERENDUM ELECTION

**VOTE (2018-84)** Councilor Crawford, seconded by Councilor Kolbe moved to approve the warrant for the School Budget Validation Referendum Election on June 12, 2018. **Order passed - Vote 6-0.**

#### AUTHORIZATION TO BID FUEL OIL

**INTRODUCTION:** The Town of Lisbon requests to solicit sealed bids on the supply of fuel oil, kerosene, propane, diesel, and gasoline for applicable Town buildings.

**COUNCILOR COMMENTS:** Councilor Ward asked if this was the same time we did this last year. Mrs. Barnes said no, it was done in the fall. She said the prices may be better at this time of year. She explained she would proceed to look for the best price once it has been determined what type of fuel the Library will be using next fiscal year.

**VOTE (2018-85)** Councilor Brunelle, seconded by Councilor Larochelle moved to authorize the Town Manager to solicit fuel bids and to enter into a contract for best pricing. **Order passed - Vote 6-0.**

#### PARKS AND RECREATION MAINTENANCE POSITION

**INTRODUCTION:** Mr. Stevens reported there had been no changes since their previous discussion at the budget workshop that this position is needed and that they are able to provide funds to start a full time person now without going over the budget, hopefully. Mrs. Barnes said this position could run anywhere from \$5,500 to \$8,500 more depending upon who goes into this position. She indicated if there were not enough to cover it, the Council could designate something from undesignated funds.

**VOTE (2018-86)** Councilor Larochelle, seconded by Councilor Brunelle moved to approve filling a full time Parks & Maintenance position now at the Parks & Recreation Department. **Order passed-Vote 6-0.**



## LISBON CENTER CEMETERY DISCUSSION

**INTRODUCTION:** Mr. Stevens reported there were a lot of veteran graves in the Lisbon Center Cemetery, that the green space runs 200 feet beyond the stones, and that there are at least 100 open lots left. Mrs. Barnes mentioned a survey would need to be completed to determine the boundary lines and a deed would need to be prepared and executed before the town could take over the Cemetery.

**COUNCILOR COMMENTS:** Councilor Larochelle asked how much it will cost to take over the maintenance and care of the cemetery. Mr. Stevens reported the contact person said 4 hours to mow, but he didn't see how that was possible since a large number of areas will require hand cutting and weed whacking. Councilor Ward said the town cannot get away from taking care of the veteran graves there. He wanted to know how many veteran graves were in town.

Councilor Larochelle said the town needs to know boundaries, easements, and rights before moving forward. He asked why this one was being turned over to the town.

Councilor Brunelle indicated the water spigot had been turned off a long while ago; it might be a sprinkler if turned back on now. There is no service.

Seeing no objections, Councilors agreed that more research needs to be done, including information on maintenance costs and/or perpetual fund, fees, boundaries, easements, rights, and what it will cost to take over the maintenance and care of the cemetery prior to moving forward.

## SET COUNCIL WORKSHOP TO DISCUSS CELOTEX PROPERTY (May 24<sup>th</sup>)

**COUNCILOR COMMENTS:** Council requested as much history and documentation as possible ahead of time to review prior to this workshop. Council requested an agenda be prepared, plus an outline of what we are hoping to accomplish.

**Vote (2018-88)** Councilor Kolbe, seconded by Councilor Lunt moved to set a joint workshop with Topsham and Lisbon to discuss the Celotex property on May 24, 2018 at 6:00 PM. **Order passed-Vote 6-0.**

## OTHER BUSINESS

### A. COUNCIL COMMITTEE REPORTS

1. Planning: Councilor Ward reported the board talked about tonight's amendments to chapter 70 and the marijuana moratorium, along with hearing 2 cases being brought forward.
2. Water Commission: Councilor Brunelle said he had nothing to report except that the next meeting is May 8 at 5:30 PM.
3. LDC: Councilor Larochelle reported they had a great meeting. They talked about the Village area, improvements there, and about focusing on connecting the two downtowns together since we now have a safe walking path to promote between the two ends of town. Cheryl Haggerty is spearheading a cleanup on Main Street on April 28; everyone is encouraged to bring a broom and shovel.
4. Conservation Commission: Councilor Ward reported the committee is talking about Forestry Management, Beaver Park passes, and revenues. He asked if the town could promote the park passes at the town hall when vehicles are registered or create signs to remind residents to pick them up while they are there. He suggested we remind residents to pick up dump passes as well while they are in.
5. Recreation: Councilor Kolbe said she had nothing to report.
6. County Budget: Councilor Ward said he had nothing to report.
7. Library: Councilor Lunt said he had nothing to report.

**B. TOWN MANAGER'S REPORT**

Mrs. Barnes said construction started on Union Street today.

Mrs. Barnes reported Western Maine Transportation would like a letter of support from the town to apply for MDOT funds. Seeing no objections, Councilors unanimously agreed to have Mrs. Barnes send a letter of support.

**C. DEPARTMENT HEAD WRITTEN REPORTS**

*No Comments Noted*

**APPOINTMENTS****LISBON DEVELOPMENT COMMITTEE**

**VOTE (2018-89)** Councilor Crawford, seconded by Councilor Larochelle moved to appoint Eric Metevier a regular member to the Lisbon Development Committee to January 31, 2021. **Order passed - Vote 6-0.**

**COUNCILOR COMMUNICATIONS - NONE****AUDIENCE PARTICIPATION FOR NEW ITEMS - NONE****EXECUTIVE SESSION**

**VOTE (2018-90&91)** Councilor Kolbe, seconded by Councilor Crawford moved to go into Executive Session at 7:53 a.m. per 1 MRSA Section 405(A) Personnel Matters and 405 (6) (C) Acquisition of Real Property or Economic Development. **Order passed – Vote 6-0.**

The Council came out of executive session at 8:40 PM and resumed the meeting.

**VOTE (2018-91A)** Councilor Crawford, seconded by Councilor Larochelle moved to confirm the appointment of Nate LeClair as Fire Chief with a starting salary of \$70,000 with three weeks of vacation. **Order passed - Vote 5-1. (Opposed: Brunelle)**

**ADJOURNMENT**

**VOTE (2018-92)** Councilor Larochelle, seconded by Councilor Crawford moved to adjourn at 8:40 PM. **Order passed - Vote 6-0.**

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Twila D. Lycette, Council Secretary  
Town Clerk, Lifetime CCM/MMC  
Date Approved: May 1, 2018





**TOWN COUNCIL  
WORKSHOP  
MEETING MINUTES  
APRIL 24, 2018**

Normand Albert, At Large 2018  
Kasie Kolbe, District 1 2018  
Allen Ward, District 2 2018  
Christopher Brunelle, At Large 2019  
Mark Lunt, District 1 2019  
Kris Crawford, District 2, 2019  
Fern Larochelle, At Large 2020

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

**ROLL CALL.** Members present were Councilors Ward, Albert, Kolbe, Larochelle, Brunelle, Lunt, and Crawford; Tracey Steuber, Economic Development; Dennis Douglass, Codes/Health Officer; Lydia Colston, Finance Director; John Cordts, Lisbon Emergency; James McDonnell, Lisbon Emergency. Also present were Diane Barnes, Town Manager; and approximately five citizens in the audience.

**BUDGET WORKSHOP**

**LISBON EMERGENCY**

Mr. Cordts explained that they were able to secure a used ambulance with a power lift and power stretcher, which means their business plan changed. They no longer show expenses for the power lift and power stretcher projected in 2020 no longer exist so the 2020 town's contribution would be less, but there will be payments as expected for the ambulance. They got a 3-year loan for 7.5% at the Lisbon Credit Union; monthly payments will be \$881. This is their primary ambulance now.

Mr. Cordts said their business plan will be updated for presentation at the next Lisbon Emergency board meeting. He said their goals included looking for options to raise additional income through fund raising. Councilor Ward asked that department goal updates in November include Lisbon Emergency.

Mr. Cordts thanked Lisbon and Bowdoin for their support, that this looks like a long term relationship, and that without the help they could not have purchased the new used ambulance, which just made each town much safer.

**TOWN MANAGER  
INSURANCE / LEGAL  
PUBLIC SERVICE-BUS SERVICE & MISC PUBLIC SERVICE  
GENERAL ASSISTANCE / COUNTY TAX / ABATEMENTS**

Mrs. Barnes reported her goals included:

1. *Cross training and succession planning for all departments.* This is being accomplished through reorganization and will continue as individuals leave.
2. *Open communication between manager/department heads and department heads/staff;* is expected to continue.
3. *Identify efficiencies within departments and promote collaboration between departments,* which may manifest itself in different ways as we explore sharing; like having the new Parks Maintenance position shovel the Library and Town Office buildings out after storms so the Public Work's crew can continue to do their removal routes.
4. *Continue to increase transparency.* This is being accomplished with the new improved website and additional features like news alerts, live streaming, and then Facebook.
5. *Continue to improve ways to engage citizen involvement and disseminate information on local issues,* which is being accomplished through surveys, the website email system, and feedback from those.
6. *Department training and compliance.* She reported this will need to happen now with the turnover in personnel.
7. *Ordinance review-ongoing,* which is expected to continue although a lot has been accomplished.
8. *Personnel Policy review and update-ongoing.* A complete revamp of the personnel policy should be completed to ensure it is in compliance with state and federal laws.



Mrs. Barnes explained changes included additional funds for Professional Development and benefits. Printing town reports went up by \$100.00.

Councilor Ward and Albert suggested eliminating overtime or adding a part-time position. Mrs. Barnes explained the town office has not been at full staff for a very long time. Councilor Larochelle indicated the position went from \$18 to \$19 to cover the title and now \$4,000 in over-time is required; maybe this position is loaded up too much; he recommended the \$4,000 be used for a part-timer.

Councilor Albert suggested too many jobs per position be reviewed, because if positions become vacant or an employee is out he questioned how four or five jobs would get done. Mrs. Barnes mentioned this could take care of itself in a few months as newer employees' get cross-trained. Councilor Ward encouraged salary designations where appropriate. Councilor Larochelle suggested reviewing whether employees were doing the job they were hired for correctly and efficiently or falling behind. Mrs. Barnes said 6-months from now over-time may not be an issue.

Council agreed to reduce Grants Match to zero.

Councilor Ward suggested increasing the Health Insurance buyout from \$3,000 to \$5,000 or \$6,000. He said more information is needed to see what's being offered out there first.

Mrs. Barnes reported General Assistance went up significantly this year so this line has been increased. She said 70% gets reimbursed from the state.

#### CODES / HEALTH OFFICER PLANNING BOARD / APPEALS BOARD

Mr. Douglass reported his goals included:

1. *Recertification*, which will be completed this year.
2. *Improve gateways to the Town*, which is where the entire focus is being concentrated on right now. It includes replacing old signage, taking down abandoned signage, and starting the process for removing dangerous buildings. He said it was disappointing to learn the old Cushman Tavern on Route 9 is too far gone to save and that a lot of this history will be demolished along with it.
3. *Work with other department heads on a Town business brochure*. He indicated some progress has already been made.

Mr. Douglass explained mileage and maintenance lines changed. The replacement vehicle is an explorer, which requires more gas but less maintenance. The mapping line is less since they use google earth. It's a share expense with Assessing. He reported no need for a part-time person. He said the only benefit would be that there would be somebody in the office to hand out forms or answer the phone when he is out. He said he is available by cell phone so there is no big need. Councilor Albert mentioned the issue of cross-training someone since you have to be certified to do that job and requested information on what other towns are doing for backup.

Mr. Douglass explained temporary wages increased to cover taking and transcribing board meetings. Mr. Douglass said it is not possible for him to take the minutes and make presentations all the time. Councilor Ward said minutes are labor intensive and that action taken should be all that's required. Councilor Albert indicated videos were available so lengthy minutes are redundant.

The Council discussed the contracted Town Planner line. The town has one year left on this contract. Councilor Ward recommended looking at doing something new in July; maybe include bids and then award. Councilor Larochelle recommended detailing what will be accomplished and who oversees it to justify the dollars spent. Mr. Douglass said a lot has already been done, except for long-term planning. Councilor Lunt suggested a workshop with the Town Planner, CEO, and Economic Development Director to discuss what needs to be accomplished. Mr. Douglass mentioned a town planner could facilitate the mill site cleanup and reuse, for instance.

The Chairman called for a ten minute recess at 8:12 PM. There were no objections; meeting recessed. The Chairman resumed the meeting at 8:22 PM.



## FINANCE

Mrs. Colston reported her goals included:

1. *Go live with Munis.* She mentioned they have had some very productive meetings and that she is happy with the current plan. Funds for this would be in the technology budget.
2. *All positions cross trained with backup,* which is happening behind the scenes.
3. *Restructure the current CIP to enhance readability and usefulness of information.* She reported although it needs revamping, there just hasn't been time; it will be more comprehensive in the future.

Mrs. Colston explained Professional Development increased to cover training for new employees. The rental equipment amount was removed; there is no need for it.

## TAX

Mrs. Colston explained Professional Development increased to cover training for front office manager. Postage increased to cover mailing additional tax liens. She mentioned the wage line changed when we restructured; previously it was in the Sewer Budget.

## TOWN CLERK

Mrs. Lycette reported her department goals included:

1. *Record retention.* This work will take quite a lot of time as we recreate a finding aid, index, or data base to identify and locate the over 600 boxes in the vault. 4 hours of the 20 hour part-time position will be dedicated to this but my guess is that the 20 hour position tasks currently being provided will use all of that time. Once we get into the next fiscal year, should that be the case, and this progress falls behind, this will require special consideration for funding next year.
2. *Codify ordinances more frequently.* The plan is to have part-timer cover workshops plus downloading and uploading meeting videos this year to see if that will give the clerk additional time to prepare codifications to send out.
3. *Record restoration.* Funds have been included in this budget for restoring Lisbon's record books.
4. *Employee training and succession planning.* This work has been started and the part-time position is covering the important areas needed to keep the office running smoothly.

Mrs. Lycette reported changes in the following lines: 1) temporary wages increased to cover extra Election Clerks [to process absentees early], 2) Professional Development increased to cover IIMC Conference, 3) Meals & Lodging increased to cover conference rooms accounting for sharing rooms 4) Contracted Services is \$1,000 less because last year was a Presidential Election year, 5) Postage is less because we will mail less absentees this year, 6) Printing is less because we are ordering less ballots, 7) Professional Services is less because we no longer send minutes to Clerkbase, and 8) Repair & Maintenance is less because we consolidated polling locations and returned two rental DS200's.

Mrs. Lycette said the Restoration Project is expected to be funded from undesignated instead of through the CIP this year.

## ECONOMIC DEVELOPMENT

Ms. Steuber reported her department goals included:

1. *Brochure Development (create "How to do Business in Lisbon Guide"),* which she is currently being developed.
2. *Continue with Business & Community Services Visitations,* which are periodically done on a regular basis.
3. *Work with businesses to host after work networking opportunities (After Hours Events with Town Government),* which will continue.

4. *Networking with Local Agencies, Developers & Business potentials*, which includes attending local business meetings at AVCOG, the Chamber, etc.
5. *Continue to keep log of potential vacant properties for development*. She reported the log with possible places available is being updated regularly.
6. *Continue to see potential grant opportunities*, which is currently on-going.

Ms. Steuber explained the advertising line went down; eliminated branding funds. Supplies increased to cover ribbon cuttings, professional looking materials, and photocopying needs.

### CAPITAL IMPROVEMNET PLAN PRESENTATION TO THE COUNCIL

Mrs. Colston reported under Parks & Recreation the current mileage and hours have been updated since the Council's packet was made. She pointed out on the Forecasted Lease Purchase sheet a final \$96,143 payment will pay off 6 leases. That total was \$308,843.

Councilor Albert suggested reviewing sanding and sweeping if not needed for snow removal.

The Council anticipated \$60,000 for the Library shelving would come out. Councilor Albert suggested Mrs. Nadeau get quotes and do the carpet and boiler before year end. Mrs. Barnes said there may not be enough time to get that completed by year end. She suggested funds be earmarked from undesignated.

Ms. Colston discussed two fire trucks. There is \$170,000 in the reserve account. Councilor Ward requested a report from the Fire Chief on why these trucks will not make it to the date expected. Mrs. Colston mentioned a referendum question to voters is needed no matter how it's funded.

Ms. Colston mentioned the Town Clerk's Restoration Project for \$40,000 will be added, although it should be for \$30,000 since \$10,000 is expected to be funded through undesignated.

Councilor Ward asked Mrs. Barnes to ensure the Council's CIP goes to the Planning Board from the Council for their review as required by ordinance.

Councilor moved to adjourn at 8:50 PM.

### ADJOURNMENT

Seeing no further business, the Chairman adjourn the meeting at 8:45 PM. **Order passed - Vote 7-0.**

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Twila D. Lycette, Council Secretary  
Town Clerk, Lifetime CCM/MMC  
Date Approved May 1, 2018





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

Agenda Item 2018-94D

Twila D. Lycette, Town Clerk

## ***PUBLIC HEARING***

Notice is hereby given that the Lisbon Town Council intends to hold a public hearing on May 15, 2018 at 7:00 PM in the Town Office Public Meeting Room to hear comments on new Victualer's License Applications from:

Fernando Stelsor d/b/a Domino's  
586 Lisbon Road  
Lisbon Falls


And

Phil Butterfield d/b/a Smokin Phil's Belly Bustin BBQ  
Mobile Unit at Riverside Flea Market  
Lisbon Road  
Lisbon

And to hear comments on a Special Entertainment Permit for

Lisbon Moxie Inc d/b/a Franks  
2 Main Street  
Lisbon Falls

The public is invited to attend.

  
Twila Lycette, Town Clerk

Business Name	Ready	Dte Paid	Amt Paid
Angelo's	Y	3/12/2018	\$100.00
Big Apple - C.N. Brown	Y	3/21/2018	\$100.00
Bootleggers	Y	4/11/2018	\$100.00
Canton Pearl	Y	4/17/2018	\$100.00
China Inn	Y	4/17/2018	\$100.00
Chummy's Restaurant	Y	4/17/2018	\$100.00
Coombs-Mountfort Post 158	Y	3/21/2018	\$100.00
Drake Petroleum Company Inc	Y	4/13/2018	\$100.00
Dunkin' Donuts	Y	4/11/2018	\$100.00
Food City, Inc.	Y	3/23/2018	\$100.00
Lisbon House of Pizza	Y	3/21/2018	\$100.00
McDonald's Restaurant	Y	3/27/2018	\$100.00
Sam's Italian Foods	Y	3/27/2018	\$100.00
Slovak Catholic Association	Y	4/17/2018	\$100.00
Smiley's Ice Cream	Y	3/17/2018	\$100.00
United Methodist Church	Y	4/13/2018	\$100.00

*I certify as CEO and Health Officer that the above establishments meet all the requirements under the Lisbon Code entitled Victualer, is in compliance with applicable life safety codes, and any applicable state regulations.*

Code Enforcement Certificate of Compliance:

☒ YES ☐ NO

  
Code Enforcement/Health Officer's Signature



## ITINERANT VENDOR APPLICATION

License Fee: ☐ \$ 75 Temporary Stands (90 days or less)  
☐ \$100 6-Months  
☐ \$150 12-Months  
☐ \$200 Carnival/Festivals  
☒ \$100 Outdoor Flea Market  
☐ \$200 Indoor Flea Market

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

Owner: Jim & Paulette Carville Home Phone: 353-2420  
 Email Address: carville6568@roadrunner.com Cell Phone: \_\_\_\_\_  
 Owner's Home Address: 18 Pinelwoods Road Lisbon, Maine 04250  
 Residence(s) for last five years: 11  
 Name of Business: Riverside Flea Market Business Phone: 353-2420  
 Location doing Business in town: 184 Lisbon St.

List Applicant / Partners / Corporate Officers:

Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Town/State: _____	Town/State: _____	Town/State: _____
Birthdate: _____	Birthdate: _____	Birthdate: _____

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 yes, describe specific circumstances \_\_\_\_\_

Does the establishment have a valid liquor license? No If yes, when does it expire? \_\_\_\_\_

I, Jim Carville (owner's name), Owner/Manager (title) is 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 the applicant does hereby acknowledge a public records check may be conducted.

Signature: Jim Carville Date: 4-20-2018

Pd CK #4189 \$100.00 on 4/23/18

Business Name: Riverside Flea Market

### INSPECTION REQUIRED

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

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

Signature:  Date: 4/25/18

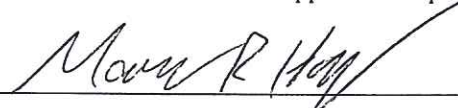
### COMPLETE TO HERE BEFORE FILING

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#### For Office Use Only

☒ Public Records Check Completed.

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

Signature:  Date: 4/25/18

### INFORMATION

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

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

#### SUGGESTED CONTACTS:

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

624-9693 .....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





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## *MEMORANDUM*

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**TO:** Diane Barnes, Town Manager  
**FROM:** Tracey Steuber, Economic & Community Development Director  
**SUBJECT:** Adoption of the Amended and Restated Dingley Press (TIF) Credit Enhancement Agreement (CEA)  
**DATE:** April 25, 2018

---

On February 20, 2018 The Dingley Press came before Council for a five year extension on their TIF and Development Program which was going to expire in March 2018.

Due to time sensitivity, the Credit Enhancement Agreement was not part of the February 20<sup>th</sup> meeting with the intent for Dingley to come back to Council for the CEA approval.

The Lisbon Economic & Community Development Department is recommending Council approve the amended Dingley Press (TIF) Credit Enhancement Agreement.

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AMENDED AND RESTATED

**CREDIT ENHANCEMENT AGREEMENT**

**between**

**TOWN OF LISBON, MAINE**

**and**

**THE DINGLEY PRESS, INC.**

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Dated as of ~~March~~ April 1, ~~1994~~ 2018



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**THIS AMENDED AND RESTATED CREDIT ENHANCEMENT AGREEMENT** dated as of ~~March-April 1, 1994~~2018, between the Town of Lisbon, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and The Dingley Press- Inc. (the "Developer"), ~~a Maine corporation with a principal place of business in Lisbon, Maine,~~

**WITNESSETH THAT:**

WHEREAS, in 1993 and 1997, the Town, acting through Town Meeting, and in 2011, acting through its Town Council, previously designated and then amended the Town's Dingley Press Municipal Development and Tax Increment Financing District (as amended, the "Original District") and related Development Program (as amended, the "Original Development Program"); and

WHEREAS, the Town and the Developer, as assignee and successor in interest to The Dingley Press, are parties to a Credit Enhancement Agreement dated as of March 1, 1994, as contemplated by the Original Development Program (the "Original CEA"); and

WHEREAS, at a Town Council meeting held February 20, 2018, the Town adopted a Third Amendment to said Original District and Original Development Program (the "Third Amendment" and collectively with the Original District and the Original Development Program, the "District" and the "Development Program", respectively); and

~~WHEREAS, The Town designated The Dingley Press Municipal Development (the "District") pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by action of the voters of the Town at Town Meeting held December 7, 1993 (the "Vote") and pursuant to the same Vote adopted a development program and financial plan for the District (the "Development Program"); and~~

~~WHEREAS, the~~ WHEREAS, the Commissioner of the State of Maine Department of Economic and Community Development has reviewed and accepted the amendment to the District and the Development Program effective January 24, 1994; ("DECD") reviewed and approved the Third Amendment pursuant to an approval letter dated March 19, 2018; and,

**WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer and pursuant to the Development Program- the Town Manager has been given responsibility for all matters relating to the District; and**

**WHEREAS, the Town and the Developer desire and intend that this ~~Credit Enhancement~~ Agreement be and constitute the credit enhancement agreement contemplated by and described in the Development Program;**

WHEREAS, the form of this Agreements, and its execution and delivery by the Town Manager in the name of and on behalf of the Town has been approved by the Town Council; and

**NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:**

## ARTICLE I DEFINITIONS

### Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise: All other capitalized terms not otherwise defined herein shall have the meaning given such terms in the Development Program.

"Act" means Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

"Agreement" shall mean—means this Amended and Restated Credit Enhancement Agreement dated as of the date set forth above between the Town and the Developer—dated as of March 1, 1994, as such may be amended by the parties from time to time.

"Base Value" means \$13,925,410, the taxable assessed value of the land, buildings and other real property improvements located in the District as of April 1, 1997 (March 31, 1998).

"Captured Assessed Value" means 100% of the Increased Assessed Value.

"Current Assessed Value" means the then current taxable assessed value of the Property located within the District as of April 1 of each year that this Agreement remains in effect.

"DECD" shall have the meaning given such term in the recitals hereto.

"Developer" shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof.

~~———"Developer" means The Dingley Press, a Maine corporation with a principal place of business in Lisbon, Maine.~~

~~———"Development Program" means the development program for the District as adopted by the voters of the Town at Town Meeting held December 7, 1993.~~

~~———"Development Sinking Fund" means the development sinking fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.~~

~~———"District" means The Dingley Press Municipal Development and Tax Increment Financing District designated by the Town pursuant to Chapter 207 of Title 30-A of the Maine Revised Statutes, as amended, by vote at Town Meeting held December 7, 1993.~~

~~———"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.~~



~~"Project" means the design, planning, development, acquisition, construction and operation of the improvements within the District described in the "Development Program"~~ shall have the meaning given such term in the recitals hereto.

~~"Development Program Fund" means the development program fund established by the Town and designated as the "Dingley Press TIF Fund" into which the Tax Increment Revenues are to be deposited, established and maintained pursuant to Article II hereof.~~

~~"District" shall have the meaning given such term in the first recitals hereto.~~

~~"Increased Assessed Value" means the valuation amount by which the Current Assessed Value exceeds the Base Value. If the Current Assessed Value is less than or equal to the Base Value in any year, there is no Increased Assessed Value in that year.~~

~~"Project" means collectively the First Project, the Second Project and the Third Project as defined in the Development Program, including the Third Amendment, together with and any other improvements made by the Developer in the District.~~

~~"Property" means the taxable real and personal property components of the Project, together with the land, buildings and all other taxable real and personal property improvements in the District.~~

~~"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.~~

~~"Retained Tax Increment Revenues" means that portion of property tax revenues retained by the District pursuant to the Development Program and deposited into the Project Cost Account; the property taxes actually paid to the Town on or with respect to the Captured Assessed Value.~~

~~"Tax Increment Revenues-Developer Share" means 50% of the Tax Increment Revenues.~~

~~"Town" means the Town of Lisbon, Maine a municipality duly organized and existing under the laws of the State of Maine.~~

~~"Tax Payment Date" means the later of the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town; assessed by the Town with respect to the Property are due or are paid, or if any such day is not a business day, the next succeeding business day.~~

~~"Town" shall have the meaning given such term in the first paragraph hereto, and shall also mean and include any assignee or successor thereof.~~

## **Section 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

a. ~~(a)~~—The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

b. ~~(b)~~—Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

c. ~~(c)~~—Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

d. ~~(d)~~—Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

e. ~~(e)~~—All approvals, consents and acceptances required to be given or made pursuant to this Agreement by any signatory hereto shall not be withheld unreasonably.

f. ~~(f)~~—All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

~~(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.~~

## **ARTICLE II ~~PROJECT COST ACCOUNT~~** **DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS**

### **Section 2.1. Creation of Development ~~Sinking Program~~ Fund.**

The Town hereby confirms the creation and establishment of a segregated ~~fund~~ Development Program Fund in the name of the Town designated as the “Dingley Press ~~Municipal Development and Tax Increment Financing District Sinking TIF~~ Fund” pursuant to, and in accordance with the terms and conditions of, the Development Program. The Dingley Press TIF Fund shall include the following subaccounts: (a) a Developer TIF Account, and (b) a Town TIF Account. The Town TIF Account shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement and may be expended in such manner and for such purposes as the Town deems appropriate.

### **Section 2.2. Liens.**

**Section 2.2. Liens.**—The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the ~~Development Sinking Fund~~ Developer TIF



Account or any funds therein or revenues resulting from investment of funds therein, other than the interest of the Developer hereunder in and to the amounts on deposit therein.

### Section 2.3. Deposits into Developer TIF Account.

~~Section 2.3. Deposits into Development Sinking Fund.~~ There shall be deposited into the ~~Development Sinking Fund~~ contemporaneously ~~Contemporaneously~~ with each payment of property tax by Developer, each fiscal year during the term of this Agreement, the Town shall deposit an amount equal to that portion of the property tax payment constituting ~~Retained~~ the Tax Increment Revenues ~~for the period to which the payment relates~~ Developer Share into the Developer TIF Account. Any and all revenues resulting from investment of monies on deposit in the ~~Development Sinking Fund~~ Developer TIF Account shall be retained in the ~~Development Sinking Fund~~ Developer TIF Account and shall be reinvested and otherwise applied to the purposes for which the ~~Development Sinking Fund~~ Developer TIF Account is dedicated.

### Section 2.4. Use of Monies in Developer TIF Account.

~~Section 2.4. Use of Monies in Development Sinking Fund.~~ Monies deposited in the ~~Development Sinking Fund~~ Developer TIF Account shall be used and applied exclusively to fund the Town's payment obligation to the Developer described in Article III hereof, provided however that investment earnings may be retained by the Town for ~~costs of administration~~ Current Administration Costs as provided hereinbelow.

### Section 2.5. Monies Held in Trust.

All monies required to be deposited with or paid into the ~~Development Sinking Fund~~ Developer TIF Account under the provisions hereof and the provisions of the Development Program, and all investment earnings thereon, other than those earnings retained by the Town for ~~costs of administration~~ Current Administration Costs as provided hereinbelow, shall be held by the Town, in trust, for the benefit of the Developer.

### Section 2.6. Costs of Administration.

~~Section 2.6. Costs of Administration.~~ Prior to the thirtieth (30th) day following each Tax Payment Date, the Town shall calculate its costs of administering the Development Program for the period of time since the last Tax Payment Date ("Current Administrative Costs"). When making the payments to the Developer required by Article III hereof, the Town may retain for its own account that portion of any investment earnings on the ~~Development Sinking Fund~~ Developer TIF Account required to reimburse the Town for its reasonable Current Administrative Costs. In no event, however, shall the Town reimburse itself for such costs from any portion of the ~~Development Sinking Fund~~ Developer TIF Account other than investment earnings. If investment earnings on deposit in the ~~Development Sinking Fund~~ Developer TIF Account as of the date of payment are insufficient to reimburse the Town for its ~~Current~~ Current Administrative Costs, then such unreimbursed costs shall be the sole responsibility of the Town and shall not be carried over and included in future calculations of administrative costs. With each payment made to the Developer pursuant to Article III hereof, the Town shall submit a statement indicating its Current Administrative Costs and the amount of investment earnings, if any, retained to reimburse the Town for such costs. In the event the Developer disputes the Town's calculation of Current



Administrative Costs, representatives of the Town and the Developer shall in the first instance meet in an attempt to resolve such dispute. If they are unable to resolve the dispute, then Developer shall have the right to submit the dispute to a neutral ~~arbitrator~~ arbitrator to be selected and paid for jointly by the Town and the Developer, and the arbitrator's determination of reasonable Current Administrative Costs shall be final and binding upon the parties.

#### **Section 2.7. Investments.**

The monies in the ~~Development Sinking Fund~~ Developer TIF Account shall be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements from the ~~Developing Sinking Fund~~ Developer TIF Account, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the ~~Development Sinking Fund~~ Developer TIF Account.

#### **Section 2.8. Captured Assessed Value; Tax Increment Revenues.**

Starting with the Town's 2018-2019 fiscal year and continuing through and including the Town's 2022-2023 fiscal year, the Town shall retain the Captured Assessed Value in the District. The Tax Increment Revenues-Developer Share shall be retained and shall be deposited by the Town into the Developer TIF Account, all in accordance with the provisions of Section 2.3 above.

### **ARTICLE III PAYMENT OBLIGATIONS**

#### **Section 3.1. Developer Payments.**

~~Section 3.1. Developer Payments.~~ Within thirty (30) days following each Tax Payment Date, the Town agrees to pay to the Developer all funds then on deposit in the ~~Development Sinking Fund~~ Developer TIF Account, including all ~~Retained~~ Tax Increment Revenues ~~-Developer Share~~ deposited therein and any investment earnings thereon, except those investment earnings retained by the Town to reimburse itself for Current Administrative Costs pursuant to Article II hereof. The obligation of the Town to make such payment shall be a limited obligation payable solely out of monies on deposit in the ~~Development Sinking~~ Dingley Press TIF Fund and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

#### **Section 3.2. Failure to Make Payment ~~Payments.~~**

In the event the Town should fail to, or be unable to, make any of the payments to the Developer required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions



hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall be entitled to initiate and maintain an action against the Town to specifically enforce its obligations hereunder, including without limitation—the Town's obligation to establish and maintain the Development Sinking FundDeveloper TIF Account, to deposit all ~~Retained~~ Tax Increment Revenues—Developer Share therein and to make required payments to the Developer.

### **Section 3.3. Manner of Payments.**

The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit.

### **Section 3.4. Obligations Unconditional.**

The Obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

### **Section 3.5. Limited Obligation.**

~~Section 3.5. Limited Obligation.~~ The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the ~~Development Sinking~~ Dingley Press TIF Fund and pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from ~~Retained~~ Tax Increment Revenue and any earnings thereon, whether or not actually deposited into the ~~Development Sinking~~ Dingley Press TIF Fund. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Project and the pledge of the ~~Retained~~ Tax Increment Revenues established under this Agreement.

## **ARTICLE IV PLEDGE AND SECURITY ~~INTEREST~~ INTEREST**

### **Section 4.1. Pledge of Project Cost Developer TIF Account.**

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according

to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the ~~Development Sinking Fund~~ Developer TIF Account and all sums of money and other securities and investments therein.

#### **Section 4.2. Perfection of Interest.**

~~Section 4.2. Perfection of Interest.~~ The Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the ~~Development Sinking Fund~~ Developer TIF Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the ~~Development Sinking Fund~~ Developer TIF Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

#### **Section 4.3. Further Instruments.**

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; ~~—~~ provided, however, that no such instruments or actions shall pledge the credit of the Town.

#### **Section 4.4. No Disposition of Project Cost Account.**

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the ~~Development Sinking Fund~~ Developer TIF Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

#### **Section 4.5. Access to Books and Records.**

All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the ~~Development Sinking Fund~~ Developer TIF Account shall at all reasonable times be open to inspection by ~~he~~ the Developer, its agents and employees.

### **ARTICLE V DEFAULTS AND REMEDIES**

#### **Section 5.1. Events of Default.**



Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- a. ~~(a)~~ Any failure by the Town to pay any amounts due to the Developer when the same shall become due and payable;
- b. ~~(b)~~ Any failure by the Town to make deposits into the ~~Development Sinking Fund~~ Developer TIF Account as and when due;
- c. ~~(c)~~ Any failure by the Town to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town to be observed or performed; and
- d. ~~if~~ If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

## **Section 5.2. Remedies on Default.**

Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the Developer may take any one or more of the following remedial steps:

- ~~(a)~~ a. The Developer may declare all amounts to be paid hereunder immediately due and payable, which declaration shall constitute an acceleration of all amounts due or to become due hereunder;
- ~~(b)~~ b. The Developer may take whatever action at law or at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the Town under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and
- ~~(b)~~ c. The Developer shall also have the right to exercise any rights or remedies available to a secured party under the laws of the State of Maine.

## **Section 5.3. Remedies Cumulative.**

No remedy herein conferred upon or reserved to the Developer is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing

upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**Section 5.4. Agreement to Pay Attorneys' Fees and Expenses.**

Notwithstanding the application of any other provision hereof, in the event the Town should default under any of the provisions of this Agreement and the Developer shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town herein contained, the Town shall, on demand therefor pay to the Developer the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the Developer.

**Section 5.5. Waiver of Sovereign Immunity.**

The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken by Developer, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Town shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The Town hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute.

**ARTICLE VI  
EFFECTIVE DATE, TERM AND TERMINATION**

**Section 6.1. Effective Date and Term.**

This Agreement shall become effective upon its execution and delivery by the parties hereto\_ and shall remain in full force and effect from the date hereof ~~and shall expire commencing with the Town's 2018-2019 fiscal year and continuing through and including the Town's 2022-2023 fiscal year.~~ upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the Town hereunder.

**Section 6.2. Cancellation and Expiration of Term.**

At the acceleration, termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment



thereof and of all other fees and charges having been made in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

## ARTICLE VII

### ASSIGNMENT AND PLEDGE OF ~~DEVELOPER'S~~ COMPANY'S INTEREST

#### Section 7.1. Consent to Pledge, Collateral Assignment or Grant of a Security Interest.

~~Section 7.1. Consent to Pledge and/or Assignment.~~ The Town hereby acknowledges that it is the intent of the Developer to pledge ~~and~~ assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this ~~intention~~ intent, the Town does hereby ~~consents~~ consent and ~~agrees~~ agree to the pledge and assignment of and the grant of a security interest in all the Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to the Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during ~~a~~ the term hereof.

#### Section 7.2. Pledge, Assignment or Security Interest.

The Town hereby consents to the pledge, assignment or granting of a security interest by the Developer of its right, title and interest in, to and under this Agreement. The Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

## ARTICLE VIII MISCELLANEOUS

#### Section 8.1. Successors.

In the event of the dissolution of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

#### Section 8.2. Parties in Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

**Section 8.3. Severability.**

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**Section 8.4. No Personal Liability of Officials of the Town.**

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town- nor any official, officer, agent, servant or employee ~~or agent~~ of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

**Section 8.5. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

**Section 8.6. Governing Law.**

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

**Section 8.7. Notices.**

~~Section 8.7. Notices.~~—All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

\_\_\_\_\_ ~~Town Manager~~

Town of Lisbon

\_\_\_\_\_ ~~P.O. Box 8~~

300 Lisbon Falls, Maine 04252-0008 ~~Street~~  
Lisbon, ME 04250



Attn: Town Manager

If to the Developer:

The Dingley Press Corporation  
119 Lisbon ~~Road~~Street  
Lisbon, ~~Maine 04252~~ME 04250  
Attn: CFO

With copies to:

Pierce Atwood LLP  
254 Commercial Street  
Portland, ME 04101  
Attn: James M. Saffian, Esq.

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

**Section 8.8. Amendments.**

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

**Section 8.9. Net Agreement.**

This Agreement shall be deemed and construed to be a “net agreement,” and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

**Section 8.10. Benefit of Assignees or Pledges.**

The Town agrees that this Agreement is executed in part to induce lenders, assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such lender, assignee or pledgee from time to time of the Developer’s right, title and interest herein.

**Section 8.11. Integration.**

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**IN WITNESS WHEREOF**, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and ~~their respective corporate seals to be hereunto affixed and~~ attested by the duly authorized officers, ~~all~~ officials or members, as the case may be, as of the date first above written.

WITNESS

TOWN OF LISBON

By: \_\_\_\_\_  
Its Town Manager

THE DINGLEY PRESS

By: \_\_\_\_\_  
Its President

35098-L-COR









# TOWN OF LISBON

*Tracey Steuber*

Director Economic & Community Development

*tsteuber@lisbonme.org*

## CDBG Façade Grant Bids

The following bid was publicly opened on April 20, 2017 at 2:00pm in the presence of Diane Barnes, Derek Bichrest and was advertised in the Sun Journal, Town website and sent to the following:

<u>Location</u>	<u>Bidder</u>	<u>Bid</u>
206 Lisbon Street	Bichrest Bros.	\$39,400
	H.E. Callingham	No Bid
	Alexander Construction	No Bid

There were a total of 3 bid packets distributed for 206 Lisbon Street.

### The Scope of Work consists of the following:

Remove glass sun room. Remove all old siding and repair rot on the back wall. Install 3/8 insulated house wrap then 23sq. of ct monogram vinyl siding. Install 4ft. of Vera's stone siding to the front of building. Install new fascia and soffit. Install two 4ft. x 3ft. new paradigm windows in back of building. Install commercial double swing all glass doors with aluminium frame. Install overhead full glass garage door in showroom. Rebuild existing lean to on the side of building. New metal roof and build new wooden doors. Install two 4x8 azack sign mounts and new azack trim to doors and windows. Replace roof with new epdm rubber roofing and new plexiglass skylight. 22 sq.

After speaking with the owners the Economic & Community Development Director is requesting Council to award the one bid from Bichrest Bros. in the amount of \$39,400 as part of the CDBG Façade Grant requirements.







STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Agenda Item 2018-97

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

Twila D. Lycette, Clerk  
Town of Lisbon  
300 Lisbon Street  
Lisbon, ME 04250

Subject: Lisbon Center Bridge Replacement  
Project No: 018970.00  
Town of Lisbon

Dear Ms. Lycette:

The Maine Department of Transportation will soon solicit quotes for the subject project for construction, and pursuant to 29-A MRSA § 2382 (7) we have established a "Construction Area". A copy of 29-A § 2382 is enclosed for your information. Also included is an agreement, which requires signature by the municipal officers, and additional background documents.

The agreement stipulates that the municipality will issue a permit for a stated period of time to the MDOT contractor for transporting construction equipment (backhoes, bulldozers, etc.) that exceed legal weight limits, over municipal roads. The agreement acknowledges the municipality's right to require a bond from the contractor to "guarantee suitable repair or payment of damages" per 29-A MRSA.

29-A MRSA § 2382 (7) states that "*the suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers*". In other words, municipal officers determine the suitability of repairs on municipal ways and bridges.

The State cannot force municipalities to allow overweight vehicles to travel on posted municipal roads. Municipal postings supersede overweight permits. However, the agreement requires municipalities to make reasonable accommodations for overweight vehicles that are operated by contractors and the MDOT in connection with the construction project.

The specific municipal roads involved are not necessarily known at present, as the contractor's plan of operation won't be known until just prior to the start of work. If the municipality plans to require a bond; the amount of the bond should be determined prior to the start of work. If the project number administratively changes, you will be notified, and the agreement modified accordingly. Please return the completed agreement to my attention. Should you have any questions, please contact me at 624-3410.

Sincerely,

  
George M.A. Macdougall  
Contracts & Specifications Engineer  
Bureau of Project Development





Return this AGREEMENT, when completed, to:

Maine Department of Transportation  
ATTN.: George Macdougall, Contracts & Specifications Engineer  
#16 State House Station, Child Street  
Augusta, Maine 04333-0016

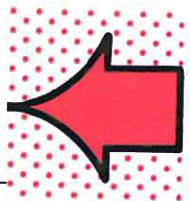
Project: 018970.00  
Location: Mill Street

Pursuant to 29-A MRSA § 2382, the undersigned municipal officers of the **Town of Lisbon** agree that a construction overlimit permit will be issued to the Contractor for the above-referenced project allowing the contractor to haul non-divisible overlimit loads on municipal ways.

The municipality may require the contractor to obtain a satisfactory bond pursuant to 29-A MRSA § 2388 to cover the cost of any damage that might occur as a result of the overlimit loads. If a bond is required, the exact amount of said bond should be determined prior to the use of any municipal way. The Maine DOT will assist in determining the amount of the bond if requested. A suggested format for a general construction overlimit bond is attached. A suggested format for a construction overlimit permit is also attached. This construction overlimit permit does not supersede rules that restrict the use of public ways, such as posting of public ways, pursuant to 29-A MRSA § 2395.

The maximum speed limit for trucks on any municipal way will be 25 mph (40 km per hour) unless a higher speed limit is specifically agreed upon, in writing, by the Municipal Officers.

**TOWN OF LISBON**  
By the Municipal Officials



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**SPECIAL PROVISION 105**  
**CONSTRUCTION AREA**

A Construction Area located in the **Town of Lisbon** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The section of highway under construction in the town of Lisbon, Androscoggin County on Mill Street over the Sabattus River.
- (b) (Mill Street) over the Sabattus River station 17+25.00 to station 22+29.00 of the construction plus approaches.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

*A. Must be procured from the municipal officers for a construction area within that municipality;*

*B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:*

*(1) Withholding by the agency contracting the work of final payment under contract; or*

*(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.*

*The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;*

*C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and*

*D. For construction areas, carries no fee and does not come within the scope of this section.”*

The Municipal Officers for the **Town of Lisbon** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

## **GENERAL GUIDANCE**

### **CONSTRUCTION OVERLIMIT PERMIT AND BONDING**

The Maine Bureau of Motor Vehicles (BMV) establishes requirements and standards for the permitting of non-divisible over dimensional and overweight vehicles and loads (collectively overlimit loads) on state roads. These state motor vehicle permits are available on-line. 29-A MRSA and Secretary of State Administrative Rules Chapters 155-157 apply. Additionally, municipalities and county commissioners may issue overweight permits for travel on municipal and county ways maintained by that municipality or county. These permits are typically single trip permits requiring vehicle registration data, intended route etc.

However, in this case we're dealing with *Construction Permits* involving overlimit loads in support of construction projects. According to 29-A MRSA § 2382 (7), a Construction Permit is a permit *"for a stated period of time that may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation"*. According to 29-A § 2382 MRSA, the construction overlimit permit must be procured from the municipal officers for overweight loads on a municipal way in support of a construction project within that municipality.

**By signing the attached agreement, the municipality agrees to issue construction overlimit permits to the MDOT construction contractor.**

#### **Frequently Asked Questions:**

**A. Why sign the document in advance of the actual construction contract?**

**Response:** There are three primary reasons: First, to comply with 29-A § 2382. Second, to ensure that there are no surprises regarding the use of municipal roads by the Maine DOT contractor (to reasonably reduce risk and thus keep the cost of construction down) and third, to ensure the town is aware of its rights to control its own roads, and its rights to require a separate contractor's bond. (This is in addition to the Payment Bond and the Performance Bond the Maine DOT requires of the contractor).

**B. Different roads may require different levels of scrutiny. How is a posted road handled?**

**Response:** Despite the general construction overweight permit, the contractor cannot exceed the load limit on a posted municipal road without specific municipal permission. 29-A § 2395 MRSA notes that any ways requiring special protection (such as posted roads) will continue to be protected and overweight permits are superseded by such postings. In such a case the contractor would have to use an alternate route.



C. Is there any reason why the contractor cannot be held to indemnify and hold harmless the Municipality beyond the simple posting of a bond?

Response: The objective of our standard letter is to deal with overweight equipment and trucks on municipal ways during construction of a Maine DOT construction project. The bond merely provides a measure of protection against damage to municipal ways as a direct result of construction activity. Other areas of risk and indemnification are beyond the scope of our letter.

D. Are we required to obtain a bond?

Response: No. In fact, few municipalities have required a construction bond. It is a matter of risk management.

E. If used, what amount should be required on the bond?

Response: Previous MDOT letters used to speak about a maximum bond amount of \$14,000 / mile (\$9,000 / kilometer ) of traveled length, however 29-A § 2382 sets no maximum. The amount of the bond (if any bond is required at all) is based on the individual situation. The MDOT will assist in providing a bond amount estimate if so requested.

F. Why the blanket approval?

Response: The blanket approval we seek is the reasonable accommodation by the municipality to allow the Maine DOT contractor to use town ways (if required ) to haul overweight construction equipment and trucks. This theoretically gives the municipality and the MDOT time to discuss exceptions to a blanket approval. In general, this avoids unnecessary risks and saves money for all concerned in the long run.

G. Who determines the suitability of repairs?

Response: For municipal ways, the suitability of repairs may be determined by municipal officers. The MDOT will assist.

H. What is a non-divisible load?

Response: Per Chapter 157 (The Administration of Over-Dimension and Overweight Permits) under the Secretary of State administrative rules (See Rule Chapters for the Department of the Secretary of State on line), a non-divisible load is defined as: A load which, if separated into smaller loads or vehicles, would:

- 1) make it unable to perform the function for which it was intended;
- 2) destroy its value or;
- 3) require more than eight work hours to dismantle using appropriate equipment. Sealed oceangoing containers, spent nuclear materials in casks, and government-controlled military vehicles and their loads will be considered non-divisible

I. What is the standard for Overweight trucks and equipment?

Response: Overweight means a weight that exceeds the legal limits established in 29-A MRSA Chapter 21.

J. This is an unorganized township with no county or municipal roads. Why should I respond?

Response: Because of limited staff, we send out a standard letter to cover contingencies and minimize risk to the construction process. From time to time the letter may not have a practical application. In most cases of unorganized territories, the agreement is signed and returned as a matter of routine. This ensures that surprises will not be encountered after the start of construction regarding travel over municipal and county ways.

Additional tips:

False Information - Permit are invalidated by false information. A permit is invalidated by the violation of any condition specified by the terms of the permit or by false information given on the application. On evidence of such violation of falsification, the permittee may be denied additional permits.

Proper Registration - Overload permits do not relieve the registrants of vehicles from their obligations to properly register their vehicles in accordance with Motor Vehicle Laws.

Agent's Power of Attorney - If you do require a contractor's bond, make sure you have a copy of the Surety Agent's power of attorney authorizing the surety agent to sign for the surety. Keep the power of attorney with your duplicate original bond at the municipality. The contractor will also have a duplicate original.

Other bonds - The Maine DOT requires a payment bond and a performance bond of the contractor which is held against unsatisfactory performance on the part of the contractor for all construction projects over \$100,000. (The Miller Act (40 U.S.C. 270a-270f) normally requires performance and payment bonds for any federal aid construction contract exceeding \$100,000. 14 MRSA § 871 provides a similar requirement for state funded construction projects.) These bonds cover the proper performance of the contract and the payment of all employees, suppliers and subcontractors.



**SPECIAL PROVISION 105**  
**OVERLIMIT PERMITS**

**Title 29-A § 2382 MRSA Overlimit Movement Permits.**

- 1. Overlimit movement permits issued by State.** The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation
- 2. Permit fee.** The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.
- 3. County and municipal permits.** A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality
- 4. Permits for weight.** A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
- 5. Special mobile equipment.** The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
- 6. Scope of permit.** A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.
- 7. Construction permits.** A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:
  - A. Must be procured from the municipal officers for a construction area within that municipality;
  - B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:
    - (1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

**8. Gross vehicle weight permits.** The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

**9. Pilot vehicles.** The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

**9-A. Police escort.** A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.



A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

**10. Taxes paid.** A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

**11. Violation.** A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).  
PL 1993, Ch. 683, §B5 (AFF).  
PL 1997, Ch. 144, §1,2 (AMD).  
PL 1999, Ch. 117, §2 (AMD).  
PL 1999, Ch. 125, §1 (AMD).  
PL 1999, Ch. 580, §13 (AMD).  
PL 2001, Ch. 671, §30 (AMD).  
PL 2003, Ch. 166, §13 (AMD).  
PL 2003, Ch. 452, §Q73,74 (AMD).  
PL 2003, Ch. 452, §X2 (AFF).

## MUNICIPAL OVERLIMIT PERMIT FOR CONSTRUCTION

MUNICIPALITY: \_\_\_\_\_

Phone: 207-\_\_\_\_\_; fax: 207-\_\_\_\_\_

### APPLICATION FOR OVERLIMIT PERMIT TO MOVE CONSTRUCTION EQUIPMENT AND LOADS IN EXCESS OF LEGAL LIMITS ON MUNICIPAL WAYS

Construction Time Period:

Per 29-A § 2382 (7) MRSA, application is hereby made to the MUNICIPALITY OF \_\_\_\_\_  
for An Overlimit Permit to move construction equipment, material, objects or loads in excess of legal limits over  
ways maintained by the MUNICIPALITY in support of construction operations for the following Maine DOT  
project

Project Description:

Project Identification Number (PIN):

NAME OF PERMITTEE (Construction Company):

STREET/P.O. BOX:

CITY:

STATE/PROV:

ZIP / POSTAL CODE:

PHONE:

FAX:

This object or load cannot be readily reduced to the legal limits.

Signed by:

(name & title)

Permit is granted. A copy of this signed permit will be provided to the permittee as prove of permit. This permit  
will automatically expire at the physical completion of the above construction project. The original permit will be  
held on file at the municipality.

Signed:

Municipal Official





BOND # \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL CONSTRUCTION BOND**

KNOW ALL MEN BY THESE PRESENTS: That (name of construction firm)  
\_\_\_\_\_ and the Municipality of \_\_\_\_\_, as  
principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_ and having a  
usual place of business \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Treasurer of the Municipality of  
\_\_\_\_\_ in the sum of  
\_\_\_\_\_ and 00/100 Dollars (\$) )  
to be paid said Treasurer of the Municipality of \_\_\_\_\_ or  
her/his successors in office, for which payment well and truly to be made, Principal and  
Surety bind themselves, their heirs, executors and administrators, successors and assigns,  
jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in  
the Contract to construct Project Number \_\_\_\_\_ in the Municipality of  
\_\_\_\_\_ promptly and faithfully performs the Contract,  
without damage to the municipal ways, other than normal wear and tear; then this  
obligation shall be null and void; otherwise it shall remain in full force and effect.

However, if the Principal designated as Contractor causes damage to any municipal way  
beyond normal wear and tear, in the construction of the above project through the use of  
legal weight, legal dimension trucks or equipment; or overweight or over-dimension  
equipment or trucks (as defined in 29-A MRSA) on the municipal ways, then this bond  
may be used to guarantee that the contractor either repairs or pays for the damage caused  
by the use of its equipment or trucks. The degree of damage beyond normal wear and  
tear will be determined by municipal officials with the assistance of the Maine  
Department of Transportation.

The Surety hereby waives notice of any alteration or extension of time made by the Municipality.

Signed and sealed this ..... day of ....., 20.... .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly .....

Print Name Legibly .....

.....

.....

WITNESS:

SIGNATURES SURETY:

Signature.....

Signature.....

Print Name Legibly .....

Print Name Legibly .....

NAME OF LOCAL AGENCY: .....

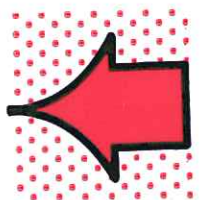
ADDRESS .....

TELEPHONE .....

NAME OF SURETY

SURETY ADDRESS:.....

BOND # \_\_\_\_\_







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## MEMORANDUM

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**TO:** Diane Barnes, Town Manager  
**FROM:** Tracey Steuber, Economic & Community Development Director  
**SUBJECT:** Set Public Hearing Date for proposed Amended and Restated Dingley (TIF) Development Program  
**DATE:** April 25, 2018

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On February 20, 2018 The Dingley Press came before Council for a five year extension on their TIF and Development Program which was going to expire in March 2018.

Due to time sensitivity, Council opted not to make any amendments to the Development Program with the goal of having a workshop with Dingley's legal counsel to discuss the development program in more detail.

The Lisbon Economic & Community Development Department is recommending Council to set a public hearing date for Tuesday, May 15, 2018 for the amended and restated Dingley Press (TIF) Development Program.



Third Amendment to the  
Dingley Press Municipal Development and Tax Increment Financing  
District and Development Program

Lisbon Town Council  
February 20, 2018



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- A. Project Costs
- B. Municipal Investment Plan (amended)
- C. TIF Projections and Tax Shift Calculations
- D. Statutory Requirements and Thresholds Table
- E. Notice of Public Hearing
- F. Public Hearing Minutes
- G. TIF Resolution

## 1. BACKGROUND

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### Introduction

The Maine Legislature established tax increment financing as an economic development tool to be used by municipalities to:

- (a) Provide new employment opportunities;
- (b) Improve and broaden its tax base, and;
- (c) Improve the general economy of the state.

The Legislature recognizes that the State and its municipalities benefit from a municipality's economic development partnership with local businesses to promote responsible new development that:

- (a) Enhances local efforts for economic, industrial or commercial development, and;
- (b) Retains and expands the local tax base and employment opportunities.

### History

In December, 1993, the Town of Lisbon (the Town) designated the *Dingley Press Municipal Development and Tax Increment Financing District* (the "District") and adopted a Development Program for the District. The purpose of the District was to assist The Dingley Press, Inc. (the "Company"), one of the leading printers of specialty catalogs in the country, in the financing and construction of an expansion of their existing facility at 119 Lisbon St. in Lisbon (the "First Project"). This was to support a \$6 million investment by the Company that would retain 126 jobs and create 40 new jobs. The Development Program called for 50% of the increased assessed value, with the related tax increment resulting from the Project ("TIF revenues") to be captured and returned to the Company (through a Credit Enhancement Agreement) for a period of 20 years. Taxes on the remaining 50% of increased assessed value resulting from the Project, along with the original assessed value of the District, would go unsheltered to the General Fund for a period of 20 years. The designation of the District and the adoption of a Development Program for the District were subsequently approved by the Maine Department of Economic and Community Development (DECD) on January 24, 1994.

In 1997, the Company proposed a second expansion project (the "Second Project"), which featured an additional \$25.7M investment by the Company, including the purchase of additional printing equipment and a 104,000 SF expansion of their Lisbon St. facility, and the creation of approximately 100 new jobs. In order to assist the Company in the financing and construction of the Second Project, the Town adopted a first amendment to the District and Development Program on January 22, 1998 (the "First Amendment"). The First Amendment extended the term of the District and Development Program for an additional 5 years (through the Town's 2017-2018 fiscal year) and called for 100% of the increased assessed value resulting from the Second Project to be captured for the remainder of the term (20 years). Half (50%) of the TIF revenues resulting from the Second Project would be returned to the Company and the remaining 50% of the TIF revenues resulting from the Second Project would be retained by the Town to fund municipal economic development project costs (the Municipal Investment Plan).



The First Amendment was approved by DECD on March 27, 1998. However, the DECD approval letter specifically did not approve the Town's Municipal Investment Plan, due to a lack of specificity in respect to the proposed municipal projects or a budget for same. As a result, for the next 13 years, the Town did not capture and retain its 50% allocation of the TIF revenues from the Second Project. Rather, it the Town's 50% allocation was unsheltered in the TIF and was deposited into the Town's General Fund. The Town did capture and retain the Company's 50% allocation of TIF revenues from the Second Project and reimbursed that amount to the Company.

In 2011, the Town corrected this situation and adopted a second amendment to the District and Development Program on February 15, 2011 (the "Second Amendment"). Under the Second Amendment, the Town captured and retained its 50% allocation of the TIF revenues from the Second Project for the remaining term of the District. As part of the Second Amendment, the Town identified its Municipal Investment Plan. The Second Amendment was approved by DECD on February 28, 2011. The Second Amendment did not otherwise make any changes to the District or the Development Program.

### **2018 Dingley Project**

The Company is currently in the process of a third expansion project (the "Third Project"), consisting of a \$20,725,000 investment to install a new printing press, co-mailer and other manufacturing process improvements. Both the investment and the TIF extension request are being made in order to allow Dingley to remain competitive in the catalog printing industry and to preserve jobs at its Lisbon Maine printing plant. Dingley is Lisbon's largest employer, with 347 full time employees. Of these employees, 64 reside in Lisbon and Lisbon Falls. While the Third Project is not expected to create any new jobs, it will allow the Company to retain jobs at its Lisbon facility.

To address the Third Project, the Town of Lisbon now proposes this Third Amendment to the District and the Development Program, in furtherance of the above cited legislatively approved and authorized goals, under the terms specified in this Third Amendment. Under this Third Amendment, the term of the District will be extended five (5) years to the Town's 2022-2023 fiscal year, being the maximum permitted TIF term of 30 years. In addition, the Town will add one municipal project, sidewalk construction and rehabilitation, to its Municipal Investment Plan. Thus, the Municipal Investment Plan, as modified by this Third Amendment, will be funded from TIF revenues associated with the increased assessed value resulting from both the Second Project and the Third Project

The percentage of increased assessed value that is captured in the District will remain 100%, with a continued 50/50 split of TIF revenues between the Town and the Company. In addition, other than the extended term and the sidewalk project, this Third Amendment does not change any other term or condition of the Development Program or of any previous agreement, contract or other obligation between the Town and the Company relative to the Development Program.

## **2. THIRD AMENDMENT TO THE DEVELOPMENT PROGRAM**

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### **a. Description of commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program - Section 1.02**

This Third Amendment proposes the following additional language to Section 1.02 of the 1993 District and Development Program, as amended in 1998 and 2011.

The Company is currently in the process of a third expansion project (the "Third Project"), consisting of a \$20,725,000 investment to install a new printing press, co-mailer and other manufacturing process improvements. Both the investment and the TIF extension request are being made in order to allow Dingley to remain competitive in the catalog printing industry and to preserve jobs at its Lisbon Maine printing plant. Dingley also anticipates making regular annual capital investments in the District which investments will be considered part of the Third Project and, if taxable, will be retained in the District as captured assessed value. An important incentive for the Town in approving this Third Amendment is the projection that the Third Project will retain existing jobs in the Town of Lisbon, which represents a significant benefit to the Town's economy. Accordingly, implementation of the Third Amendment and construction of the Third Project will provide significant economic benefit to the Town through both retained employment and an increased and improved tax base.

**b. Brief Description of Financial Plan - Section 1.03**

This Third Amendment proposes the following additional language to Section 1.03 of the 1993 District and Development Program, as amended in 1998 and 2011.

Estimated costs of the Third Project are approximately \$20,725,000. A more detailed estimate of these costs is included in 3<sup>RD</sup> AMENDMENT EXHIBIT A. The Town's current credit enhancement agreement / reimbursement arrangement with the Company will be modified to reflect the changes made in this Third Amendment.

In addition, the Town's Municipal Investment Program, as established in the Second Amendment is amended as reflected in 3<sup>RD</sup> AMENDMENT EXHIBIT B.

**c. Description of public facilities, improvements or programs to be financed in whole or in part by the development program - Section 1.04**

This Third Amendment proposes the following additional language to Section 1.04 of the 1993 District and Development Program, as amended in 1998 and 2011.

The Town intends to use its share of the TIF Revenues associated with the Second and Third Project from the District to finance some or all of the costs of the public improvements listed in its Municipal Investment Plan, such costs being authorized as project costs as defined under §5225 of Chapter 206. The specific public improvements to be financed will be approved by Town Council action. The Town finds that the public improvements either will directly or indirectly provide, induce, or encourage new employment opportunities within the Town, will encourage and promote economic development that will broaden the Town's tax base, and will provide economic development to the benefit of the residents of the Town and will improve the general economy of the Town. These projects either are related to this Development Program or are otherwise qualifying projects under Chapter 206.

**d. Uses of Private Property - Section 1.05**

Except for the Third Project description, this Third Amendment proposes no changes to Section 1.05 of the 1993 District and Development Program, as amended in 1998 and 2011.



**e. Plans for the relocation of persons displaced by the development activities - Section 1.06**

This Third Amendment proposes no changes to Section 1.06 of the 1993 District and Development Program, as amended in 1998 and 2011.

**f. Proposed regulations and facilities to improve transportation - Section 1.07**

Except as reflected in 3RD AMENDMENT EXHIBIT B, this Third Amendment proposes no changes to Section 1.07 of the 1993 District and Development Program, as amended in 1998 and 2011.

**g. Environmental controls to be applied - Section 1.08**

This Third Amendment proposes no changes to Section 1.08 of the 1993 District and Development Program, as amended in 1998 and 2011.

**h. Proposed operation of the development district after the planned capital improvements are completed - Section 1.09**

This Third Amendment proposes no changes to Section 1.09 of the 1993 District and Development Program, as amended in 1998 and 2011.

**i. Financial Plan.**

**i. Cost estimates for the development program – Section 2.01**

Estimated costs of the Third Project are approximately \$20,725,000. A more detailed estimate of these costs is included in 3<sup>RD</sup> AMENDMENT EXHIBIT A.

**ii. Amount of public indebtedness to be incurred – Section 2.02**

No change by this Third Amendment: The Town does not intend to incur public indebtedness in association with this Third Amendment.

**iii. Description of the terms and conditions of any agreements, contracts or other obligations related to the development program – Section 2.02**

The Town will extend its current credit enhancement agreement / reimbursement arrangement with the Company to cover the extended term of the District and Development Program.

**iv. Estimate of increased assessed value; captured assessed value; sources of anticipated revenues – Section 2.03**

Under this Third Amendment, the Town will continue to capture all (100%) of increased assessed value associated with improvements made by Dingley as part of the Second Project and Third Project as captured assessed values. The TIF Revenues on this captured assessed value will be applied to the Development Program, as amended, over the remaining term of the District. Although the Town expects to expend all TIF Revenues allocated to and retained by the Town on the Municipal Investment

Plan, to the extent that the Town elects not to so expend such TIF Revenues allocated to and retained by the Town, then such monies will be deposited unsheltered into the general fund.

An updated estimate of the increased assessed value, captured assessed value and TIF Revenue is attached as 3<sup>RD</sup> AMENDMENT EXHIBIT C.

**v. Certification of original assessed value of the taxable property in the TIF district – Section 2.04**

No change to the original assessed value by this Third Amendment. Attached as 3<sup>RD</sup> AMENDMENT EXHIBIT D is the Statutory Requirements Table listing the financial and statistical information relating to the District required as a prerequisite to approval of this Third Amendment by DECD.

**vi. Tax shift calculations for each year of the program – Section 2.05**

An updated estimate of tax shifts is attached as 3<sup>RD</sup> AMENDMENT EXHIBIT C.

**vii. Duration of the program – Section 2.06**

This Third Amendment proposes the following additional language to Section 2.06 of the 1993 District and Development Program, as amended in 1998 and 2011.

The original District and Development Program had a term of twenty (20) years following commencing with the Town's 1994-1995 fiscal year. The First Amended extended this term for five (5) years through the Town's 2017-2018 fiscal year. This Third Amendment extends the District and the Development Program an additional five (5) years through the Town's 2023-2024 fiscal year.

**j. Physical Description.**

This Third Amendment proposes no changes to Sections 3.01–3.03 of the 1993 District and Development Program, as amended in 1998 and 2011.

**3. PUBLIC HEARING AND APPROVAL OF THIRD AMENDMENT**

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**a. Notice of public hearing**

Attached as 3<sup>RD</sup> AMENDMENT EXHIBIT E is a copy of the Notice of Public Hearing published in the *Lewiston Sun Journal*, a newspaper of general circulation in Lisbon, Maine on February \_\_, 2018, a date at least ten (10) days prior to the public hearing in consideration of the proposed Third Amendment. The public hearing was held on February 20, 2018 in accordance with the requirements of 30-A M.R.S.A. §5226(1).

**b. Minutes of public hearing**

Attached as 3<sup>RD</sup> AMENDMENT EXHIBIT F is a certified copy of the public hearing minutes of the Lisbon Town Council held on February 20, 2018 for the proposed Third Amendment.



**c. Record of district designation by municipal legislative body.**

Attached as 3<sup>RD</sup> AMENDMENT EXHIBIT F is an attested copy of the February 20, 2018 Lisbon Town City Council Order to approving the Third Amendment.

#### 4. EXHIBITS

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Exhibit A  
Project Costs

DEVELOPMENT COSTS – Dingley Press Third Project					
Activity	Municipal TIF Proceeds Allocable to Dingley <sup>1</sup>	Private Funds -----		Other  (Specify)	Total
		Equity	Bank(s)		
1. Land Acquisition					
2. Building Acquisition					
3. Relocation of Persons and Business					
4. Clearance & Demolition					
5. Street & Site Improvements					
6. Water & Sewer Improvements					
7. Building Renovations and Construction					
8. Parking Facilities					
9. Capital Equipment	\$5,190,690			\$41,209,310	\$46,400,000
10. Professional Fees					
11. Administrative Costs					
12. Discretionary Payments					
13. Other Costs					
Total	\$5,190,690			\$41,209,310	\$46,400,000

<sup>1</sup> Reflects costs and CEA payments to the Company that are attributable to both the Dingley Second (cost estimate of \$25.7M) and Third (cost estimate of \$20.7M) Projects.



Exhibit B  
Municipal Investment Plan (amended)

MUNICIPAL INVESTMENT PROGRAM	Eligibility Under Title 30-A	Estimated Cost
<b>Costs of Improvements Made Within District</b>		
None.		
<b>Costs of Improvements Made Outside, but related to, District</b>		
<del>None.</del> <u>Costs of street rehabilitation and street amenities – street and sidewalk improvements, traffic signs and signals and pedestrian crossings running from the entrance to Dingley Press along the Route 196 corridor through the center of the Town. These project costs are directly related to or made necessary by the Dingley Project due to the significant traffic volume in this corridor arising both from employee traffic, vendor traffic and the Company's own delivery trucks.</u>	<u>\$5225(1)(B)(1)</u>	<u>\$ 250,000–</u> (or \$50,000/yr. for 5 years)
<u>Pro-rated costs to fund public safety improvements outside the District but related to physical improvements and other activities in the District as well as increased traffic due to development of the District, including but not limited to (a) street and sidewalk improvements in the Village portion of the Town, including crosswalk and crosswalk signalization, to improve safety, encourage use by pedestrians and to enhance economic development activity, including permitting, engineering, legal and feasibility costs.</u>	<u>\$5225(1)(B)(2)</u>	<u>\$ 250,000</u> (or \$50,000/yr. for 5 years)
<u>Public safety improvements outside the District but related to physical improvements and other activities of Dingley Press in the District as well as increased traffic due to development of the District, including but not limited acquisition of fire vehicles and other public safety equipment that will improve fire safety capacity in and around the Dingley Press Facilities in the District.<sup>2</sup></u>	<u>\$5225(1)(B)(2)</u>	<u>\$ 375,000</u> (or \$75,000/yr. for 5 years)
<b>Community-Wide Municipal Investments</b>		
Operational costs and expenses of the Town's Economic and Community Development Department. The Town's Economic and Community Development Department budget includes salary and fringe benefits for a Department Director. The non-salary/benefit expenses include items such as dues and memberships, professional development, advertising, supplies, equipment, postage and other forms of sustenance (such as mileage, meals and lodging) related to the Town's coordination and provision of business retention, expansion and attraction services.	<u>\$5225(1)(C)(1)</u>	<u>\$490,000-\$ 450,000</u> (or \$ 90,000/yr. for 7-5 years)
Town sponsorship of the annual Moxie Festival, which is estimated to attract upwards of 40,000 visitors a year to the 3 day event. Town sponsorship of the event facilitates increased revenues for local service-based and retail business during the	<u>\$5225(1)(C)(1)</u>	<u>\$35,000-\$25,000</u> (or \$5,000/yr. for 7-5 years)

<sup>2</sup> Includes pro-rated costs attributable to activities in and related to the District.



event while helping to promote and market the community as a business location.		
Town matching funds to private donations in support of the public-private volunteer-based <i>Lisbon Downtown Network</i> , a Maine Downtown Center affiliate dedicated to the revitalization of Lisbon's three traditional commercial districts. TIF revenues will serve as matching funds to private donations supporting the LDN committee's organization, economic restructuring, design and promotion activities in those three areas.	\$5225(1)(C)(1)	<del>\$38,500</del> <u>\$27,500</u> (or \$5,500/yr. for <del>7</del> <u>5</u> years)
Annual Town membership dues to the Androscoggin Valley Council of Governments (AVCOG) for the provision of municipal services such as economic and community development and land use and transportation planning.	\$5225(1)(C)(1)	<del>\$66,500</del> <u>\$47,500</u> (or \$9,500/yr. for <del>7</del> <u>5</u> years)
<u>Costs of funding environmental improvement projects developed by the Town for commercial use or related to such activities.</u>	<u>\$5225(1)(C)(2)</u>	<u>\$ 100,000</u> (or \$20,000/yr. for 5 years)
<u>Revolving Loan / grant / investment program to promote business development, renovations and expansion both within and without the District. This program will include assistance to help fund facade improvements, street front landscaping, converting unused or underused commercial space into economically productive property, residential unit construction and renovation \to support mixed-use residential buildings, both existing and newly developed, on Main Street.</u>	<u>\$5225(1)(C)(3)</u>	<u>\$ 100,000</u> (or \$20,000/yr. for 5 years)
<u>Matching funds for State / Federal grant programs to fund municipal infrastructure and economic development improvements and initiatives.</u>	<u>\$5230</u>	<u>\$ 100,000</u> (or \$20,000/yr. for 5 years)
<b>Total Municipal TIF Investment Plan Costs</b>		<del>\$1,725,000</del> <u>—</u> <del>\$770,000</del> (or \$345,000/yr. for 5 years) <del>(or \$110,000/yr. for 7 years)</del>

Exhibit C  
TIF Projections and Tax Shift Calculations





**Tax Shift\***

	N	O	P	Q
Fiscal Year	Tax Shift Benefits Total	Education Shift	Rev. Sharing Shift	County Tax Shift
1993-1994	\$0	\$0	\$0	\$0
1994-1995	\$0	\$0	\$0	\$0
1995-1996	\$0	\$0	\$0	\$0
1996-1997	\$0	\$0	\$0	\$0
1997-1998	\$25,138	\$19,949	\$3,266	\$1,923
1998-1999	\$23,358	\$18,419	\$3,016	\$1,923
1999-2000	\$21,578	\$16,889	\$2,766	\$1,923
2000-2001	\$19,798	\$15,358	\$2,517	\$1,923
2001-2002	\$108,266	\$84,108	\$13,581	\$10,577
2002-2003	\$99,887	\$77,707	\$12,564	\$9,615
2003-2004	\$95,456	\$73,885	\$11,956	\$9,615
2004-2005	\$95,086	\$73,566	\$11,905	\$9,615
2005-2006	\$133,855	\$103,716	\$16,678	\$13,461
2006-2007	\$151,984	\$117,725	\$18,874	\$15,384
2007-2008	\$163,732	\$127,056	\$20,330	\$16,346
2008-2009	\$159,413	\$123,319	\$19,748	\$16,346
2009-2010	\$164,543	\$127,758	\$20,440	\$16,346
2010-2011	\$146,548	\$113,856	\$18,269	\$14,423
2011-2012	\$135,487	\$105,126	\$16,899	\$13,461
2012-2013	\$57,945	\$44,870	\$7,306	\$5,769
2013-2014	\$112,649	\$87,061	\$14,049	\$11,538
2014-2015	\$99,707	\$77,552	\$12,540	\$9,615
2015-2016	\$87,076	\$67,487	\$10,936	\$8,654
2016-2017	\$88,827	\$68,996	\$11,177	\$8,654
2017-2018	\$90,659	\$70,577	\$11,429	\$8,654
2018-2019	\$154,252	\$119,687	\$19,181	\$15,384
2019-2020	\$154,295	\$119,724	\$19,187	\$15,384
2020-2021	\$238,138	\$184,874	\$29,226	\$24,038
2021-2022	\$238,138	\$184,874	\$29,226	\$24,038
2022-2023	\$238,138	\$184,874	\$29,226	\$24,038
2023-2024	\$238,138	\$184,874	\$29,226	\$24,038
2024-2025	\$238,138	\$184,874	\$29,226	\$24,038
	\$3,580,233	\$2,778,762	\$444,745	\$356,726

\*Estimate of additional State Education Subsidy and Municipal Revenue Sharing and reduced County Tax to Town as a result of sheltering incremental value in the District.



Exhibit D  
Statutory Requirements and Thresholds Table

Exhibit E  
Notice of Public Hearing

Exhibit F  
Public Hearing Minutes



Exhibit G  
TIF Resolution

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# MEMORANDUM FROM THE TOWN CLERK

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**TO:** Diane Barnes, Town Manager & Town Councilors

**FROM:** Twila Lycette, Town Clerk

**SUBJECT:** Appoint Election Clerks

**DATE:** April 27, 2018

Appoint Election Clerks: Pursuant to Title 21-A Section 503 (1) requires the Council appoint Election Clerks by May 1<sup>st</sup> of each general election year.

Please find the list of nominations attached. An election clerk holds office for a two year term. The list of election clerks must be posted at the polling place on Election Day.

**REPUBLICAN**

**ELECTION CLERK LIST**

Barden, Virginia  
Baumer, Julie-Ann  
Booker, Camille  
DeGroft, Mary  
Douglass, Linda  
Edward, Mary  
Ganong, Margaret  
Gayton, Monique  
Greim, Phyllis  
Haggerty, Cheryl  
Haggerty, Timothy  
Jones, Laura  
Jones, Jonathan  
Jordan, Robert J.  
Maloy, Jessica  
Michel, Dan  
Michel, Gwendolyn  
Rioux, Rick  
Roberts, Cynthia  
Twig, William  
Tardiff, Pat



**DEMOCRAT**

**ELECTION CLERK LIST**

Adams, Mary-Ann  
Baldwin-Wilson, Victoria  
Cloutier, Mel  
Donle, Lacey  
Fellows, Donald  
Fellows, Jane  
Fournier, A. Jeannie  
Gray, Sheila  
Hale, Marie A.  
Hanlon, Karen  
Keller, Jo-Jean  
Levesque, Bertrand  
Madden, Ora  
Metayer, Andrea  
Sawyer, Elizabeth  
Smith, Alfred  
Staley, Alene  
Stessl-Larochelle, Constance  
Stewart, Dona  
Yenco, Addie  
20

**UNENROLLED**

**ELECTION CLERK LIST**

Durisko, Jody

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# MEMORANDUM FROM THE TOWN CLERK

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**TO:** Town Manager & Town Councilors

**FROM:** Town Clerk

**SUBJECT:** Appoint Warden for June 13, 2017 School Budget Validation Referendum & Municipal  
Referendum Election

**DATE:** May 1, 2018

Rick Roberts is willing to accept the appointment of Warden for the June 12, 2018 Election.