Agenda
Council Meeting
February 18, 2025
Lisbon Town Office
7:00 PM Meeting
Executive Session: 6:30 PM

Town Council
Fern Larochelle, *Chair* 2026
Chris Camire, *Vice Chair* 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
   Fern Larochelle, Chair
   Christoper Camire, Vice Chair
   Mark Lunt
   Normand Albert
   Jo-Jean Keller
   Jeremy Barnard
   Nick Craig
3. EXECUTIVE SESSION
   A. **(2025-024)** Executive Session per 1 M.R.S.A. § 405(6)(D) for Labor Contract Negotiations
4. GOOD NEWS & RECOGNITION
5. PUBLIC HEARINGS
   A. Local Liquor License Renewal and Special Entertainment with Alcohol License Renewal for Olive Pit Brewing
   B. Local Liquor License Renewal and Special Entertainment with Alcohol License Renewal for the Slovak Catholic Association
6. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
7. CONSENT AGENDA
   A. **(2025-025)** *Consent Agenda Items*
      1. Approve Municipal Accounts Payable of $632,394.85, Municipal Payroll of $242,111.64, School Accounts Payable of $169,305.85, and School Payroll of $909,830.41
      2. Approve a Local Liquor License Renewal and a Special Entertainment with Alcohol License Renewal for Olive Pit Brewing
      3. Approve a Local Liquor License Renewal and a Special Entertainment with Alcohol License Renewal for the Slovak Catholic Association
      4. Approve a Pole Permit for Central Maine Power for Pole 52H, Located on Main Street (ME-125), Approximately 55 Feet Northeast of Wing Street
      5. Set a Public Hearing for March 4, 2025 for Ordinance Amendments to Part I, Chapter 70 - Sections 70-536, 70-638, 70-833, 70-661, and 70-66 for Lisbon Village Zoning
8. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
   A. **(2025-026)** First Reading of Ordinance Amendments to Part I, Chapter 70 - Sections 70-536, 70-638, 70-833, 70-661, and 70-66 for Lisbon Village Zoning

Town Council
Fern Larochelle, *Chair* 2026
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Jeremy Barnard 2027
Nick Craig 2027

B. **(2025-027A)** Realty Resources Presentation Regarding a Proposed Housing Development

C. **(2025-027B)** Authorize the Town Manager and Economic Development Director to Negotiate a Transfer of Land Ownership

D. **(2025-028)** Appoint Tiana Lacombe as Foreclosed Properties Realtor per 36 MRSA § 943-C(3)

E. **(2025-029)** Confirm the Town Manager's Appointment of Alice Richards from Interim Town Clerk and Interim Registrar of Voters to Town Clerk and Registrar of Voters

F. **(2025-030)** Approve a Medical Marijuana Manufacturing License and a Victualer's License for 207 Edibles

G. **(2025-031)** Authorize the Town Manager to Sign a Contract with Water Quality Maine for Interim Sewer Superintendent Services

9. OTHER BUSINESS

A. Council Committee Reports:

1. School Committee – Councilor Albert
2. Planning Board – Councilor Craig
3. Lisbon Development Committee – Councilor Larochelle and/or Councilor Keller
4. Conservation Commission – Councilor Larochelle and/or Councilor Albert
5. Parks & Recreation Committee – Councilor Camire
6. County Budget Committee – Councilor Albert and Councilor Barnard
7. Library Governing Board – Councilor Keller
8. Water Commission – Councilor Albert
9. Finance Committee – Councilor Barnard
10. Revolving Loan Committee - Councilor Larochelle and/or Councilor Craig

B. Town Manager's Report

10. COUNCIL COMMUNICATIONS

11. AUDIENCE PARTICIPATION & RESPONSE TO NEW ITEMS

12. Executive Session

A. **(2025-032)** Executive Session per 1 M.R.S.A. § 405(6)(A) for Personnel Matters

13. ADJOURNMENT

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-024)** Executive Session per 1 M.R.S.A. § 405(6)(D) for Labor Contract Negotiations
Date: February 18, 2025

Summary

Recommendation

Attachments
None

Town of Lisbon
300 Lisbon Street, Lisbon, ME 04250

Alice Richards, *Interim Town Clerk*
Lisa B. Smith, *Interim Deputy Clerk*

Public Hearing Notice

Notice is hereby given that the Lisbon Town Council intends to hold a Public Hearing on February 18, 2025 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room to consider:

New Business Licenses for

Olive Pit Brewing (Local Liquor License Renewal, Special Entertainment with Alcohol License Renewal)

and

Slovak Catholic Association (Local Liquor License Renewal, Special Entertainment with Alcohol License Renewal)

The public is invited to attend.

Alice Richards, Interim Town Clerk

Town of Lisbon
Special Entertainment with Alcohol License and Local Liquor License Combined Application Form

License Type:

- ✓ $100 Local Liquor/Alcohol Permit Application Fee
- ✓ $100 Special Entertainment with Alcohol Application Fee
- ___ $ 80 Advertisement Fee For First Time Liquor License Applicants Only

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

Name of Business: Olive Pit Brewing Business Phone: 207-407-4044

Location of Business: 16 Main St Lisbon Falls, ME 04252

Business Mailing Address: SAME

Owner: Christine Cain

Home Phone: NA Cell Phone: [redacted]

Email Address: CCain@olivepitbrewing.com

Owner's Home Address: [redacted]

Residence(s) for last five years: [redacted]

List Applicant / Partners / Corporate Officers:

Name: Christine Cain Name: _____ Name: _____

Address: [redacted] ress: _____ Address: _____

Town/Sta [redacted] n/State: _____ Town/State: _____

Birthdate [redacted] hdate: _____ Birth date: _____

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

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

If so, describe specific circumstances _____

Does the establishment have a valid liquor license? yes If so, when does it expire? 3/15/25 renewal submitted

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

Signature: C. Cain Date: 1/23/25

Town of Lisbon
Special Entertainment with Alcohol License and Local Liquor License Combined Application Form

License Type:

- X $100 Local Liquor/Alcohol Permit Application Fee
- X $100 Special Entertainment with Alcohol Application Fee
- ___ $ 80 Advertisement Fee For First Time Liquor License Applicants Only

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

Name of Business: SLOVAK CATHOLIC ASSOC Business Phone: 207-353-9606

Location of Business: 26 AVERY ST LISBON FALLS, ME 04252

Business Mailing Address: PO BX 294, LISBON FALLS, ME 04252

Owner: SLOVAK CATHOLIC ASSOCIATION

Home Phone: 207-353-~~9606~~9606 Cell Phone: ~~207~~

Email Address: SCA1894@OUTLOOK.COM

Owner's Home Address: [redacted]

Residence(s) for last five years: [redacted]

List Applicant / Partners / Corporate Officers: SEE ATTACHED

Name:	Name:	Name:
Address:	Address:	Address:
Town/State:	Town/State:	Town/State:
Birthdate:	Birthdate:	Birth date:

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

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

If so, describe specific circumstances _____

Does the establishment have a valid liquor license? YES If so, when does it expire? 3-31-25

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

Signature: _____ Date: 1-21-25

Agenda Date: 2/18/2025

Municipal Accounts Payable			
Date	Amount	Warrant Number	
2/5/2025	632,394.85		02042025
Total	632,394.85		

Municipal Payroll			
Date	Amount	Reference	
2/7/2025	217,818.28		town payroll
2/7/2025	24,293.36		water payroll to be reimbursed
Total	242,111.64		

School Accounts Payable			
Date	Amount	Voucher Number	
2/4/2025	169,305.85		2515
Total	169,305.85		

School Payroll			
Date	Amount	Voucher Number	
2/7/2025	313.27		1096
2/7/2025	15,389.02		1095
2/14/2025	277,311.35		1102
2/14/2025	221.20		1101
2/14/2025	898.18		1100
2/14/2025	171,328.30		1099
2/14/2025	12,846.96		1098
2/14/2025	426,456.79		1097
2/14/2025	5,065.34		68
Total	909,830.41		

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: Approve a Pole Permit for Central Maine Power for Pole 52H, Located on Main Street (ME-125), Approximately 55 Feet Northeast of Wing Street
Date: February 18, 2025

Summary

Recommendation

Attachments

1. POLE PERMIT 160 MAIN ST POLE 52-H

LISBON POLE PERMIT INSPECTION REPORT

PERMIT REQUESTED BY: Central Maine Power

LOCATION: Main St (ME-125) appoximately 55' Northeast of Wing St Pole 52 H

CODE ENFORCEMENT DEPARTMENT

I, MARK STAMBART, have reviewed the application and find the pole is located in front of property owned by: ROLAND THIBAULT

and the physical address of the property is: 160 MAIN ST

Additional Comments: _____

Approved Date: 12/31/24 Signed by: Mark C Stambart

****

Deny permission for the following reason: _____

_____

Date Denied: _____ Signed by: _____

PLEASE FORWARD TO PUBLIC WORKS DEPARTMENT

PUBLIC WORKS DEPARTMENT

I, Troy Billings, have visually inspected this location and find no reason to prohibit placing pole(s) where requested.

Additional Comments: N/A

Approved Date: 12/31/24 Signed by: TB

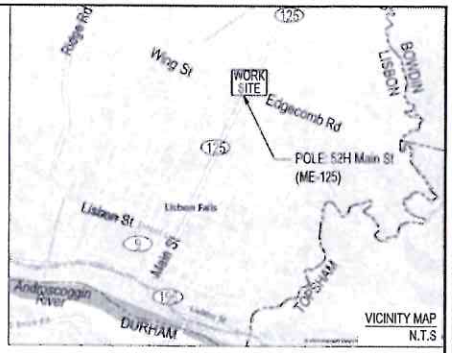
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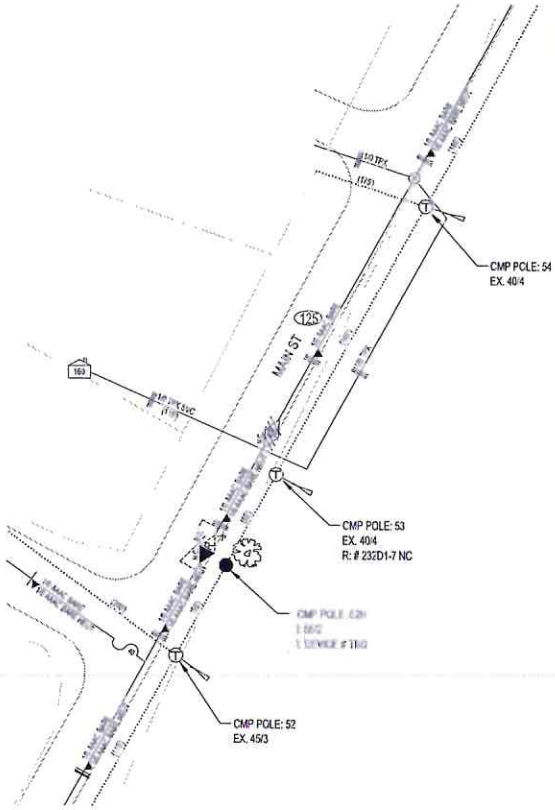
Deny permission for the following reason: _____

_____

Date Denied: _____ Signed by: _____

PLEASE RETURN TO THE TOWN CLERK





EDGE OF TRAVELED WAY (ETW) REFERENCE TABLE				
POLE NO.	NEW FEATURE	POLE INSTALL SIZE	ANCHOR INSTALL DIRECTION	DISTANCE TO ETW (FT)
52H	POLE	55/2	---	12'

LEGEND	
EXISTING CMP POLE	
EXISTING TEL OWNED POLE	
EXISTING 1Ø OH TRANSFORMER	
EXISTING FUSE	
EXISTING AIR BREAK SWITCH	
EXISTING 1Ø PRIMARY CONDUCTOR	
EXISTING 3Ø PRIMARY CONDUCTOR	
EXISTING 3 WIRE SECONDARY-1Ø	
EXISTING DOWN GUY	
EXISTING SCREW ANCHOR	
INSTALL CMP POLE	
INSTALL SCADA RECLOSER (RADIAL)-SITE READY	
INSTALL DISCONNECT SWITCH	
SWITCH STATUS-NORMALLY OPEN	N.O.
SWITCH STATUS-NORMALLY CLOSED	N.C.
SERVICE ADDRESS	
TREE TRIMMING	
CIRCUIT SOURCE DIRECTION	
POLE LINE	
EDGE OF PAVEMENT or CURB	
APPROXIMATE RIGHT OF WAY	
TOWN LINE BOUNDARY	
RAILROAD TRACKS	
REMOVE EQUIPMENT	

CHA

CENTRAL MAINE POWER

JOB TITLE:
UPGRADE
3PH AIRBREAK SWITCH
AT P53 WITH
3PH SCADA RECLOSER
AT P52H ON
MAIN STREET L.F.

479 CSTMRS DWNSTRM

AMP ID
70/0

OLD DEVICE NUMBER
232D1-7

NEW DEVICE NUMBER
TBD

WORK ORDER
[illegible]

NOTIFICATION
10104710278

SUBSTATION
LISBON FALLS - MILLER HYDRO

CIRCUIT
232D1

PRIMARY CLASS
12.5 / 7.2 kV

FUNCTIONAL LOCATION
9310-L0061-3310-0091-ED00125

ROAD AND TOWN
MAIN ST
(ME-125)
LISBON, ME

Designed By:	Drawn By:
JHUM	HC
Issue Date:	**Checked By:**
10/14/2024	CR
Project No:	**Scale:**
24847	N.T.S.

SHEET #:
1 OF 1

Outlook

Pole Installation Permit for Town of Lisbon - CMP Project 7090 on Main St, Lisbon

From Milford, Lynda <LMilford@chasolutions.com>
Date Thu 12/19/2024 3:27 PM
To Victoria Lee <VLee@lisbonme.org>

1 attachment (367 KB)
DA_7090-Main St-P52H_TOWN OF LISBON POLE PERMIT INSP REPORT.pdf;

Good Afternoon Victoria,

I have attached the permit we have prepared for Central Maine Power (CMP) to install a midspan pole. We have filled out the permit and attached a drawing as well to the file showing where the pole is projected to go. Please let me know if there is any additional information you need.

We would also like to pay for the permit via credit card if possible so please let me know how I would go about that part as well.

Thank you for your call and assistance. I very much appreciate it.

Lynda
Lynda Milford, P.E.* Associate Vice President
Project Team Leader, Senior Engineer V
CHA
Office: (315) 203-8053
lmilford@chasolutions.com
www.chasolutions.com
*NY

Please note my email address has changed

Finding a better way.


U26-081
WING ST
125
MAIN ST
160
U26-004

(DIG SAFE SYSTEM, INC - MA) 01/30/2025 07:54:04

-I206 -MR

*** INTERNET TICKET ***

RENEWAL ***** REGULAR *****

TIME..07:54 DATE..01/30/2025

REQUEST NO...20250505016 PREVIOUS REQUEST NO..20250201727

STATE.....MAINE
MUNICIPALITY..LISBON

ADDRESS..160
STREET...MAIN ST

NEAREST CROSS STREET 1..WING ST

NEW MID SPAN POLE 52H, STAKE IN GROUND 55FT FROM POLE 52, PLEASE DIG SAFE
20 RADIOUS AROUND STAKE LOCATION

NATURE OF WORK..POLE INSTALLATION

EXTENT OF WORK
SIDE OF RD

AREA IS PREMARKED..YES

START DATE.....02/04/2025 START TIME..08:15

CALLER.....BRANDON CROTEAU
TITLE.....
RETURN CALL.....
PHONE #.....207-298-2185
FAX #.....
ALT. PHONE #....603-723-0978
EMAIL ADDRESS...BCROTEAU@NORTHLINELLC.COM
CONTRACTOR.....NORTHLINE UTILITIES LLC
ADDRESS.....PO BOX 656
CITY.....AU SABLE FORKS
STATE.....NY
ZIP.....12912
EXCAVATOR DOING WORK..NORTHLINE UTILITIES LLC

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
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Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-026)** First Reading of Ordinance Amendments to Part I, Chapter 70 - Sections 70-536, 70-638, 70-833, 70-661, and 70-66 for Lisbon Village Zoning
Date: February 18, 2025

Summary

Overview Summary for Cover Sheet

Lisbon's Comprehensive Plan prioritizes village areas for growth and development, aiming to expand housing options and enhance walkability. However, outdated zoning regulations have been identified as barriers to achieving these goals.

Key proposed changes include:

- Raising the building height limit to 45' in the Village Zone and allowing up to 4 stories in designated areas.
- Eliminating density restrictions for properties on public water and sewer to encourage flexible development.
- Setting a maximum of 2 parking spaces per dwelling unit to better accommodate smaller parcels and historic buildings.

The Planning Board has been working on this amendment and is now ready for Council consideration. These changes were developed in collaboration with North Star Planning following a joint workshop with the Town Council. They aim to support housing growth and mixed-use development while maintaining the character of Lisbon's villages.

Kate Burch will present this memo, which is included in your council packet.

Recommendation

Attachments

1. Lisbon Village Zoning Updates 2_18
2. NSP Sec 62 MF to SPR Council Memo
3. NSP Village Zoning Council Memo

Village Zoning Updates

Lisbon Town Council
February 18, 2025

Project History

- Barriers to housing development
  - Height maximum
  - Density requirements
  - Parking minimum
- PB/Council Workshop in August 2024
- PB passed zoning updates in December 2024/January 2025



Village Comprehensive Plan Goals

“People want to focus future growth in traditional village areas.”

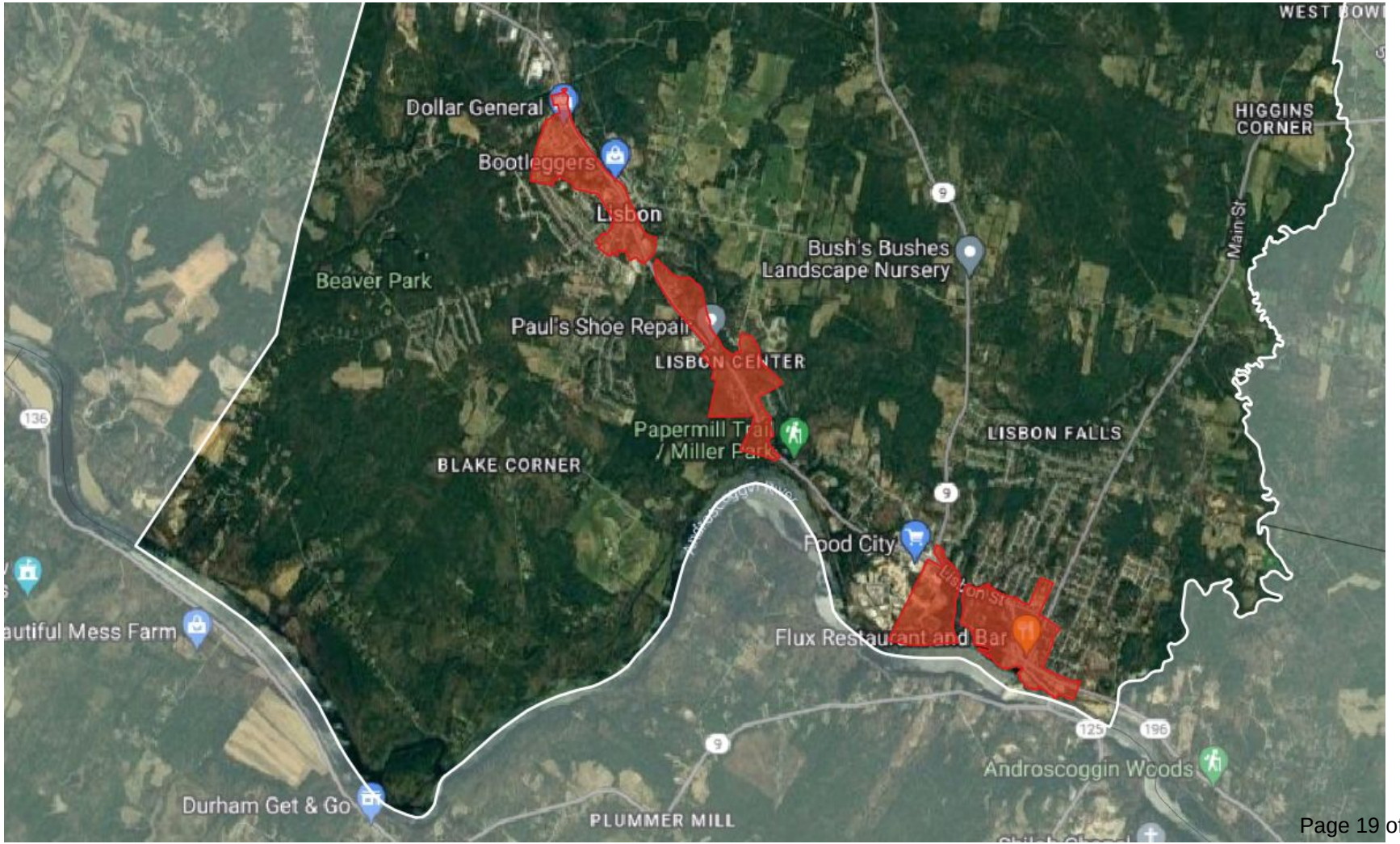
- Promote economic development in Lisbon Falls and Lisbon Village.
- Increase housing options and different housing types in Lisbon.
- Provide for the development of techniques that allow for compact and walkable neighborhoods.



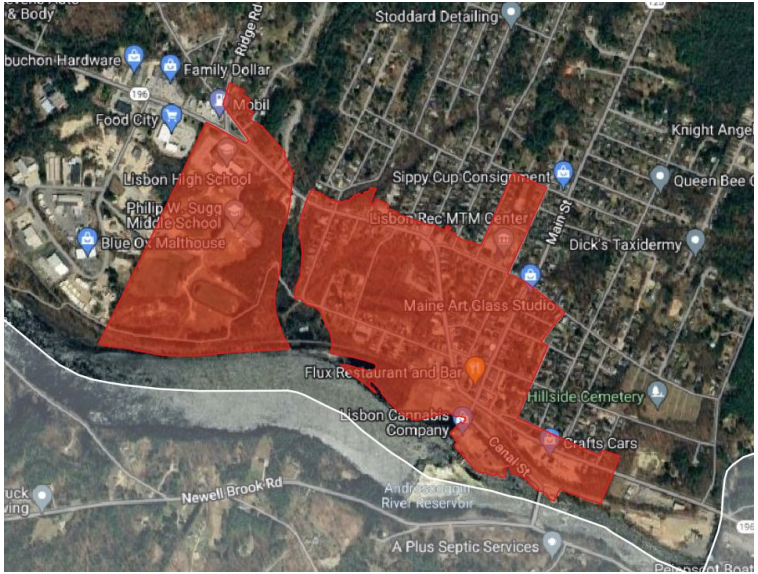
What makes a village?

- **Walkable**
- **Compact**
- **Public places to gather**
- **Amenities** (stores, grocery, cafe, childcare, etc)
- **Multiple types of housing** (single-family homes, duplexes, apartments, etc)




Dollar General
Bootleggers
Lisbon
Beaver Park
Bush's Bushes
Landscape Nursery
Paul's Shoe Repair
LISBON CENTER
HIGGINS
CORNER
Main St
136
9
Papermill Trail
/ Miller Park
BLAKE CORNER
LISBON FALLS
Food City
Lisbon St
Androscoggin River
autiful Mess Farm
Flux Restaurant and Bar
125
196
Androscoggin Woods
Durham Get & Go
PLUMMER MILL

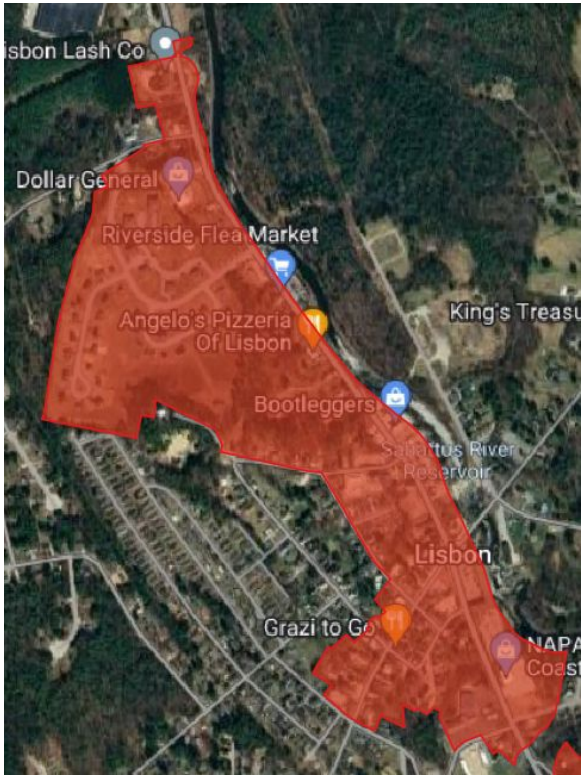
Lisbon's Villages



Lisbon Falls



Lisbon Center



Lisbon Village

Current Village Zoning

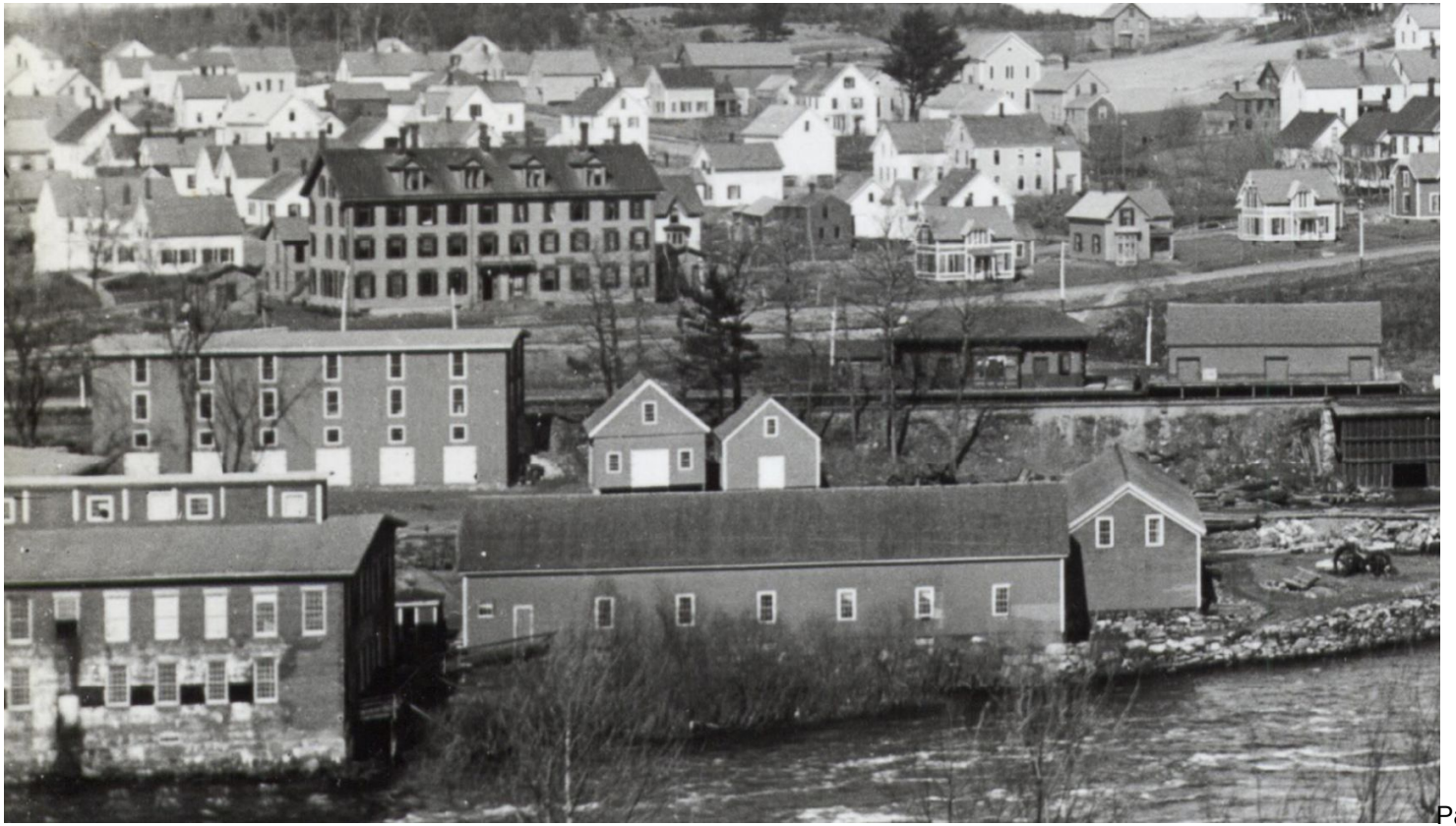
- **Uses:** Mixed use (commercial & residential allowed)
- **Max. height in Village Main Street and Village Character District:** 2 stories
- **Max height in Lisbon:** 35 ft
- **Density:** 5,000 SF for a single-family home; 3,000 SF per dwelling unit
- **Parking:** 2 spaces per dwelling unit

Proposed New Zoning

- **Uses:** Mixed use (commercial & residential allowed)
- **Max. height in Village Zone:** 45’
- **Max height in Village Main Street and Village Character District:** 4 stories
- **Density:** n/a on buildings with public sewer & water
- **Parking:** 2 spaces *maximum* per dwelling unit*

*waivable by PB

Lisbon Falls



Lisbon Falls Then & Now





Lisbon Village



Lisbon Village Then & Now





Barriers to Development in the Villages

- **2 story/35 ft max height**
  - Affordable or and workforce housing is usually built at a larger scale - at least 4 stories



49’ building proposed in Topsham

Barriers to Development in the Villages

- **2 story/35 ft max height**
  - Mixed-use buildings usually require 2-3 stories of residential to work out financially
  - Harder for small parcels to get more than 2 units



37’ building proposed in Topsham

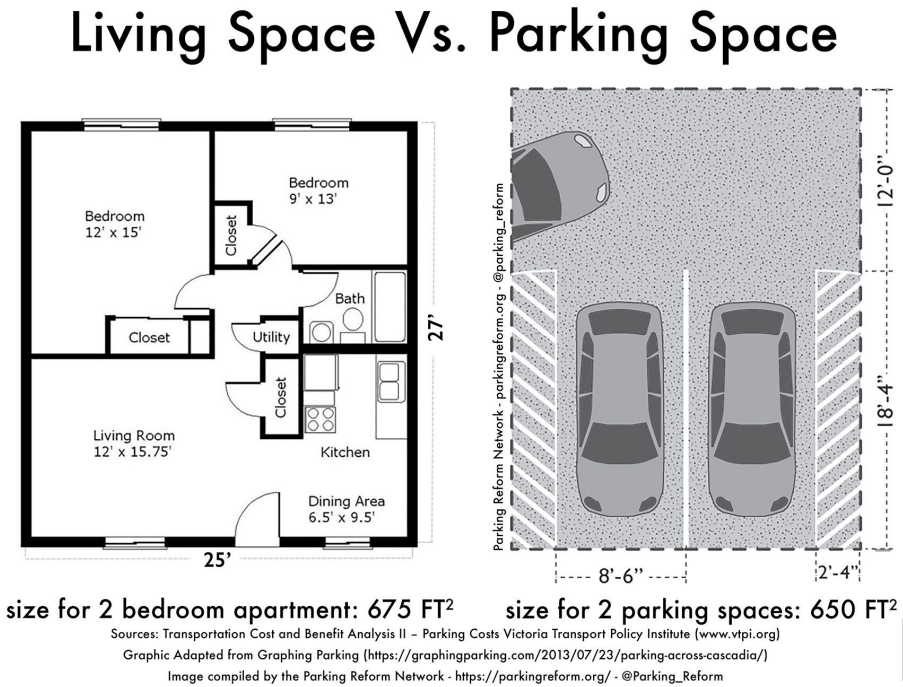
Barriers to Development in the Villages

- **Density**
  - Median parcel size in Village is 15,000 SF
  - With 3,000 SF per DU, most parcels will struggle to get 3+ units, even if height limit was higher



Barriers to Development in the Villages

- **Parking**
  - Each unit requires ~650 SF of parking
  - Makes it difficult to use small lots
  - Adds cost to development by requiring more land
- **Comp Plan:** “Amend Ordinances to relax parking requirements, encourage the use of municipal parking areas and to allow the use of shared parking facilities in village areas.”



Zoning in Neighboring Communities

Topsham:

- Max. height: 50’
- Minimum height: 35’ on Main Street
- Density: 2,400 SF per DU
- Parking: 1 space per unit

Brunswick:

- Max. height: 40’ (Maine St), 50’ (Brunswick Landing), 60’ (Cook’s Corner)
- Density: 2,900 SF per DU
- Parking: 1 space per 1 bed, 2 per 2 bed

Freeport Village:

- Max. height: 45’
- Density: 2,500 SF per DU
- Parking: 1 space for 1-2 bed, 2 space for 3 bed

Windham/Gorham Villages:

- Max. height: 4 stories
- Density: 750 SF per DU
- Parking: None required; shared parking encouraged

Current Zoning Example

15,000 SF lot (median size in Village

Max lot coverage 75% = **11,250 SF buildable area**

3,000 SF per DU = **5 DU**

5 DU = **10 parking spaces**

162 SF per parking space x 10 = 1620 SF, plus driveway/parking area = **3,000 SF parking**

11,250-3,000 = **8,250 SF for building**

Not easy to get 5 units in 2 stories on 8,250 SF

MEMORANDUM

TO: Lisbon Town Council

CC: Glenn Michalowski, Town Manager

From: Kate Burch, AICP, Senior Planner, North Star Planning

RE: Ordinance Change - Sec. 62.2, Site Plan Review for Multifamily Buildings

Date: February 10, 2024

Overview

In 2018, Maine state law was changed to allow municipalities to exempt multifamily buildings on a single property from subdivision review and instead go through site plan review, as long as the municipality's site plan review process covers the same criteria as subdivision (Title 30-A, §4402.6). The Lisbon Planning Board and Code Enforcement Officer discussed making this change in Lisbon, as it would make the review process easier for multifamily projects.

Currently, according to Lisbon's land use ordinance, multifamily buildings have to go through both site plan review (because it is a commercial development) and subdivision review (because it triggers the state definition of dividing a property into 3 or more dwelling units.) After this change, multifamily structures will only need to go through site plan review.

This change applies to new multifamily buildings as well as splitting an existing building into multiple units. This change only applies to multifamily buildings on a single parcel. If multiple lot splits or parcels are involved, the project will still need to go through subdivision review.

Council's first reading of this ordinance amendment is contingent on the Planning Board approving the change at the February 13, 2025 meeting.

Proposed Change

Sec. 62-2. - Applicability.

The following shall be subject to Site Plan Review and permitting:

(1) All new construction or expansion of buildings or use of land for commercial, industrial or institutional use where the activity is greater than 1,000 square feet.

(2) A change of use from residential to nonresidential use, or from one type of nonresidential use to a different nonresidential use.

(3) Any nonresidential use where an allowed or previously permitted use has been discontinued or the property has been vacant for a period of 2 years or more.

(4) ~~The construction or establishment of a multifamily structure that is not considered to be a subdivision under 30-A M.R.S.A. §4401 or nonresidential use~~. The division of a new or existing structure of 3 or more dwelling units, whether the division is accomplished by sale, lease, development, or otherwise.

(5) Any site improvements, not associated with an approved development project, which involve filling, cutting and/or earth moving of greater than 500 cubic yards of soil for other than new single-family residential construction and municipal roads.

No building permit shall be issued until the site plan and related documents for the development have been reviewed and approved by the planning board or the code enforcement officer in accordance with the procedures and standards of this chapter.

NORTHSTAR PLANNING

MEMORANDUM

TO: Lisbon Town Council

CC: Glenn Michalowski, Town Manager

From: Kate Burch, AICP, Senior Planner, North Star Planning

RE: Ordinance Amendments, Lisbon Village Zoning -- Sections 70-536, 70-638, 70-833, 70-661, 70-662

Date: February 10, 2025

Overview

Lisbon's Comprehensive Plan identifies the town's three villages as the places to focus growth and development. The town's economic development work seeks to encourage new housing and mixed-use developments in these villages, filling a need for increased housing, diverse housing types, and improving walkable neighborhoods.

Last year, Lisbon's Land Use Ordinance was identified as a barrier to new development in the villages. Three major issues were identified that have impacted the feasibility of recent project proposals:

- The ordinance currently limits building height to 35' throughout town, and the Route 196 Design Standards allow a 1½ to 2 story height. This height is lower than many historic buildings in Lisbon's villages, and it restricts the development of housing at scale as well as small parcels.
- Density for village parcels on public water and sewer is set at 5,000 SF per single family home, and 3,000 SF per multifamily dwelling unit. Many parcels in the village are under 10,000 SF, so these density standards limit the ability to build multiple units on small lots, or split historic buildings into multiple units.
- The current parking minimum of 2 spaces per unit can be difficult to meet when little land is available on smaller parcels or when splitting historic buildings into multiple units.

The Planning Board and Town Council held a joint workshop on August 13, 2024 to discuss changes to Lisbon's Village zoning to promote housing and economic development. The changes discussed were increasing the height limit and density in the Village zone, and making parking requirements more flexible. Following this meeting, North Star Planning and the Planning Board developed a series of zoning changes with the goal to make it economically viable for more multifamily and mixed-use buildings to be constructed in the Villages.

Proposed Changes

- New height maximum increased to 45' in Village Zone and, and 4 stories in the Village Main Street, Village Character District of the Route 196 Design Standards
- Set 2 parking space maximum per dwelling unit in the Village zone
- Eliminate density per dwelling unit for buildings in the Village Zone on public sewer and water. Building size is limited by the height maximum, as well as existing setbacks and maximum lot coverage, so eliminating the square footage per dwelling unit standard will allow more flexibility for what people can do within a building.

Ordinance Changes

Chapter 70, Zoning Regulations
Article IV – District Regulations
DIVISION 14. - DIMENSIONAL REQUIREMENTS

Sec. 70-536. - Dimensional requirements.

District	Minimum Lot Size	Minimum Road Frontage	Minimum Shore Frontage	Minimum Front Setback	Shoreland Area Minimum Setback	Minimum Side Setback	Minimum Rear Setback	Maximum Lot Coverage	Minimum Lot Width
Village									
w/o water and sewer	20,000 SF per DU	50'	100'	10'	25'	10'	10'	75%	50'
~~SF~~ w/ water and sewer	5,000 SF minimum lot size	50'	100'	10'	25'	10'	10'	75%	50'
~~multifamily (MF)~~	~~3,000 SF per DU~~	~~50'~~	~~100'~~	~~10'~~	~~25'~~	~~10'~~	~~10'~~	~~75%~~	~~50'~~

Sec. 70-638. - Building height.

No building shall exceed 35 feet in height, except in the Village Zone where the maximum height is 45'. Features of buildings and structures, such as chimneys, towers, ventilators and spires, may exceed ~~35' in height~~ the maximum height but shall be set back from the nearest lot line a distance not less than the height of such feature or structure unless a greater setback is required by other provisions of this chapter. (Code 1983, § 15-509)

ARTICLE VII. - LISBON ROUTE 196 CORRIDOR DESIGN STANDARDS
Sec. 70-833. - Design standards.

(1) *Site layout and general design.*

(a) *General standards by district.* In addition to the General Standards, (b) through (f) below, these character disstrict standards shall apply.

1) *Village character district.*

b. *Scale and density.* Buildings in the Village Zone shall be constructed to a 1½ to 4 story height (maximum building height of 45 feet). Buildings in other zoning districts shall be constructed to a 1½ to 2 story height (maximum building height of 35 feet), unless a lower building height is determined to be more compatible with the surrounding buildings. In cases of a building or buildings (connected) with a larger footprint (>5,000 square feet), the building massing must be broken up architecturally to be consistent with the village scale and surrounding buildings. The village districts are intended to support higher building density, with greater percentage of lot coverage and more units/square footage and mixed uses.

2) *Village/Main Street character district.*

b. *Scale and density* Buildings in the Village Zone shall be constructed to a 1½ to 4 story height (maximum building height of 45 feet). Buildings in other zoning districts shall be constructed to a 1½ to 2 story height (maximum building height of 35 feet), unless a lower building height is determined to be more compatible with the surrounding buildings. In cases of a building or buildings (connected) with a larger footprint (>5,000 square feet), the building massing must be broken up architecturally to be consistent with the village scale and surrounding buildings. The village districts are intended to support higher building density, with greater percentage of lot coverage and more units/square footage and mixed uses.

DIVISION 3. - OFF-STREET PARKING AND LOADING

Sec. 70-661. - Basic requirement.

(a) In any district where permitted, no use of premises shall be authorized or extended, and no building or structure shall be constructed or enlarged unless there is provided for such extension, construction or enlargement, off-street automobile parking space within 300 feet of the principal building, structure or use of the premises, in accordance with section 70-662.

(b) In the Village District the use of an existing building for its current use shall be deemed to be in compliance with the off-street parking requirements of this section. However, any change in the use above the first floor or any renovation which increases the floor area shall be required to comply with the required off-street parking requirements for the increased floor area.

(c) Except as provided below, each parking space shall contain a rectangular area at least 18 feet long and nine feet wide. Up to 20 percent of required parking spaces may contain a rectangular area of only eight feet in width by 15 feet in length. If such spaces are provided, they shall be conspicuously designated as reserved for small or compact cars only. Lines demarcating parking spaces may be drawn at various angles in relation to curbs or aisles, so long as the parking spaces so created contain within them the rectangular area required by this section.

(d) Wherever parking areas consist of spaces set aside for parallel parking, the dimensions of such parking spaces shall be not less than 22 feet by nine feet.

(e) The use of shared parking and driveways is encouraged ~~allowed as a conditional use~~. The applicant must provide a shared parking plan as part of their submission. Required off-street parking may be allowed when the developer/owner demonstrates right and availability of parking within that zone. The following criteria must be met in order for the planning board to approve shared parking or driveways: reasonable access to the site; walking distance to the facility; and enough spaces are available to accommodate the needs of each use. If the parcel changes ownership, uses, or is enlarged, the property owner must return to the planning board for reapproval of the shared parking.

(f) The joint use of a parking facility by two or more principal buildings or uses is encouraged. ~~may be approved by the planning board where it is~~ The applicant must clearly demonstrate~~d~~ that said parking facilities would substantially meet the intent of the requirements by reason of variation in the probable time of maximum use by patrons or employees of such establishments.

Sec. 70-662. - Schedule of minimum off-street parking requirements.

PARKING SPACE REQUIREMENTS

Activity	Minimum Required Parking
Amusement, assembly, auditoriums, church, convention halls, funeral homes, gymnasiums, library, restaurant (and similar), stadiums, sports arenas, race tracks, skating rinks, theaters	1 space for every 4 seats (24 inches of bench equals 1 seat) plus 1 space for every 200 gsf of assembly area
Automobile dealers new and used	5 spaces + 1 space for every 3,000 gsf of display area (indoor and outdoor)
Automobile repair garage	2 spaces for every service bay + 1 space for every employee
Barber/beauty shop	2 spaces for every chair
Boarding house, lodging house, motel/hotel/inn, tourist home	1 space for every bedroom + 1 space for every employee on largest shift
Campground	1 space for every site
Children's day care facility	1 space for every employee + 1 space for every 6 children
Clubs	1 space for every 3 patrons (design capacity)
Construction contractors and tradesmens offices, laboratories and similar uses	1 space for every employee on largest shift
Drive through facility	5 queuing spaces per lane
Flea market	2 spaces for every table (max table length = 10 feet)
Gasoline service establishment	1 space for every 250 gsf (note 1)
Group homes (ME DHS)	1 space for every 3 bedrooms + 1 space for every employee
Home occupations	1 space for every 350 gsf of area used for home occupation
Hospital	1 space for every bed + 1 space for every 3 employees
Industrial use, warehouse	1 space for every employee on largest shift
Med offices	5 space for every staff doctor + 2 spaces for every 3 employees
Mixed use	Total of individual uses
Museum, wholesale	1 space for every 500 gsf

Nursing homes	1 space for every 5 beds + 1 space for every employee
Office bldg, retail	1 space for every 300 gsf
Residential dwelling unit	2 spaces for every dwelling unit 2 spaces maximum for every dwelling unit in the Village Zone
Residential elderly housing	0.5 space for every dwelling unit (Note 2)
School—Community colleges and arts schools	1 space for every 200 gsf
School—Elementary	2 spaces for every classroom
School—Secondary	5 spaces for every classroom
Self storage facilities	1 space for every 50 units

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-027A)** Realty Resources Presentation Regarding a Proposed Housing Development
Date: February 18, 2025

Summary

Realty Resources will be presenting an overview of a proposed housing development on Winter Street. Their presentation will outline the scope of the project, including anticipated housing units, and potential community impacts.

Additionally, Realty Resources will be making a formal request for either a land transfer or an easement to facilitate the project. This request will be discussed in the context of its benefits to the town, infrastructure considerations, and any potential conditions that may apply.

Recommendation

Attachments

None

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-027B)** Authorize the Town Manager and Economic Development Director to Negotiate a Transfer of Land Ownership
Date: February 18, 2025

Summary

To approve an Order authorizing the Town Manager and Economic Development Director to negotiate a land transfer that would provide approximately 1.2 acres of Town-owned land at Map U20, Lot 023 to Winter Street Housing Associates, LLC to facilitate an affordable housing development to be developed by Winter Street Housing Associates, LLC at the intersection of Winter Street and beech Street, provided that in consideration of the transfer, Winter Street Housing Associates, LLC will agree to provide a dedicated space within the development for community policing, general assistance, and other community outreach purposes. The exchange will be subject to reversion to the Town, at the Town's option, should Winter Street Housing Associates, LLC not complete the proposed affordable housing development. The Council shall review and approve the final documents prior to closing.

Recommendation

Attachments

None

Town of Lisbon

Town Council
Fern Larochelle, *Chair*
Chris Camire, *Vice Chair*
Jeremy Barnard
Nicholas Craig
Jo-Jean Keller
Mark Lunt

MEMO

To: Town Council / Glenn Michalowski, Town Manager / Sarah Bennett, Assist. Town Mgr.
From: Samantha Bryant, Finance Director
Subject: Foreclosure Realtor Selection Recommendation
Date: February 12, 2025

Per MRSA 943-C.a.3 the Town is required to use a licensed realtor to dispose of its foreclosed properties.

The Town's prior foreclosure realtor provided notice in November 2024 that those services could no longer be provided due to relocation out of the area. Town staff then put together and advertised a bid for a new foreclosure realtor.

The Town received two bids in response from qualified firms. One is from Roger Begin at Better Homes and Gardens Real Estate, and the other is from Tiana Lacombe at Hearth and Key Realty. The full bids for each are provided along with this memo.

In review of the proposals, both agents and firms appear to be highly qualified making a recommendation difficult. However, per 86-38 of Town Code (Local Bidding Preference) I would recommend that Council consider appointing Tiana Lacombe given that she is a Lisbon resident and her experience volunteering with Discover Lisbon. Her commission is higher than Roger Begin's, but the Town no longer gets to keep any revenue from foreclosed property sales beyond the taxes/fees owed, as well as reimbursement for disposal costs.

Until a firm is selected, the Town will be unable to move forward with disposal of any foreclosed properties.

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intentional act or omission of the bidder, its employees, agents, or subcontractors.

TOWN OF LISBON, MAINE

REQUEST FOR PROPOSAL
Realtor Services
RFP#: 2025-001
BID DEADLINE: February 11, 2025 @ 10:00 am

PROPOSAL FORM

TO: Samantha Bryant, Finance Director
Town of Lisbon
300 Lisbon Street
Lisbon, Maine 04250

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City's objectives.

Name: Roger Begin

Address: 155 Center Street Auburn, ME 04210

Telephone: (207)212-4705

Website: rogerbegin.masiello.com

Email: rogerbegin@gmail.com

Years in business: 22

Description of your firm including size of firm, location, number and nature of the professional staff, staff experience and training, including a brief resume for each key person listed that will be assigned to service the Town if awarded including the individual real estate license information:

Better Home and Gardens The Masiello Group has over 10 offices in Maine. I have the benefit of an in house title company, affiliated mortgage company.

Describe qualifications and experience (minimum five years previous experience) your firm has as a licensed residential and commercial realtor:

I have over 22 years of experience selling real estate, several years of experience specializing in foreclosures for Fannie Mae & various banks. My responsibilities included assessing value and damage, periodic inspection of vacant properties, securing homes, marketing, determining financing options & negotiating.

Marketing budget, tools and resources available:

All properties are submitted to the MLS and popular web platforms including social media, Zillow, Realtor.com, just to name a few, and our company and my website.

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List of at least three (3) references, provide names and telephone numbers of contact persons:

Scott Kelly (207) 650-1460
Kevin Roux (207) 376-5795
Laurie Danforth (810) 620-0257

Provide examples of recent marketing efforts for similar property for sale or sold be your firm:

99 Merrill Road Lewiston MLS# 1610476
633 Hillside Avenue Rumford MLS# 1610108
9 Spofford Street Lewiston MLS# 1609252

Additional relevant services offered through your firm:

In-house title company that can close the transaction quickly and efficiently.
Affiliated mortgage company to help buyers if they choose.
Professional sign services & and a team of professional staff.
We utilize the latest technology to manage showings gather feedback and track activity.

Listing of current litigation, outstanding judgments and liens:

I am not aware of any on going litigation with the Auburn office. I have not been involved in any form of litigation, disciplinary action or received any fines in my 22 years in business.

State firm's all-inclusive commission rate for services (Note: listing and marketing expense are the realtor's responsibility):

I can personally offer 5.5% on all listings.

Signature

1/30/2025
Date

Town of Lisbon

Dear, Samantha Bryant,

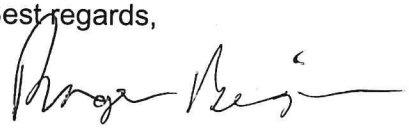
I am excited to express my interest in the opportunity to assist with the selling of tax-acquired properties for the Town of Lisbon. With over 22 years of experience in real estate and a proven track record of helping individuals, families, and financial institutions, including Fannie Mae, sell and promote properties, I am eager to bring my expertise and dedication to this role.

Throughout my career, I have successfully facilitated over 500 property sales, demonstrating my ability to navigate complex negotiations, market properties effectively, and guide clients through critical decision-making processes. My extensive experience with the Fontaine Family Team, ERA Worden Realty, Keller Williams, and now Better Homes and Gardens Real Estate The Masiello Group has reinforced my ability to build strong relationships, communicate effectively, and adapt to the evolving housing market. Additionally, as an active member of local and national real estate associations and presently a Trustee with The Mountains to Shore Board of Realtors, I stay informed of industry trends and best practices to better serve my clients and community.

Beyond real estate, I am passionate about community engagement, trust-building, and fostering positive relationships. I am confident that my skills in negotiation, client relations, and market analysis will be valuable assets to the Town of Lisbon. I welcome the opportunity to discuss how my experience aligns with your needs and how I can contribute to your team.

Thank you for your time and consideration. I look forward to the possibility of contributing to the Town of Lisbon and would appreciate the opportunity to discuss this position further. Please feel free to contact me at your convenience.

Best regards,



Better Homes & Gardens The Masiello Group

155 Center Street Building A

Auburn, ME 04210

Email: rogerbegin@masiello.com

Phone: (207) 212-4705

TOWN OF LISBON

300 LISBON STREET
LISBON, MAINE 04250

January 15, 2025

Sir/Madam:

The Town of Lisbon is soliciting bids for qualified licensed realtors specializing in residential and commercial real estate to assist with listing, marketing, and selling various tax-acquired residential and commercial properties per Town Code Section 92-8 Maine State Law Title 36, Part 2, Chapter 105, Subchapter 9, Article 2, 943-C "Sale of Foreclosed Properties".

Sealed bids will be accepted in the office of the Finance Director until **February 11, 2025** at **10:00 am** at which time they will be opened publicly and read**.** No bids received after that point will be considered.

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

Please use sealed clearly marked envelope with the bid name and number when submitting your bid. The proposal, if mailed should be clearly marked. Only sealed bids will be accepted. Faxed or electronic bids will not be considered.

Inquiries concerning this request for proposals should be directed to Samantha Bryant, Finance Director, at sbryant@lisbonme.org.

Sincerely,

Samantha Bryant
Finance Director

TOWN OF LISBON, MAINE

REQUEST FOR PROPOSAL
Realtor Services
RFP#: 2025-001
BID DEADLINE: February 11, 2025 @ 10:00 am

INVITATION TO BID

1.SCOPE OF SERVICES
A.The successful firm shall agree to contract with the Town of Lisbon to provide the following:
i.Perform market analysis and values for parcels
ii.Develop and execute strategies for the sale of properties, including but not limited to advertising, signage, and onsite walkthroughs
iii.Work with Finance Director to negotiate parcel sales with buyers and prospects
iv.Coordinating real estate appraisal
v.Coordinating with Finance Director real estate transaction closings, and
vi.Handling all other customary activities and services associated with real estate transactions.
B.Services may include consultation with City staff and City Council relating to the sale of real estate.
C.Presentations at public meetings may be required.

2.AWARD OR REJECTION OF BID
A.The Town may in its sole discretion consider any bid not prepared and submitted in accordance with the provisions of this bid request, and may waive any formalities, prior to the above scheduled time of opening of bids or the authorized postponement of such opening. Notwithstanding the foregoing, noncompliance with instructions may result in the bid being rejected for that reason alone. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within thirty (30) days after the actual date of the opening of the bid.
B.Award shall be based on the most responsive, advantageous, and responsible bid, as determined wholly within the discretion of the Town.
C.The Town of Lisbon reserves the right to accept or reject any and all bids in its sole discretion, to waive any or all formalities in the bidding, to evaluate bids, to investigate the references of any and all bidders, to negotiate with one or more bidders and to otherwise act as it deems to be in the best interests of the Town.

3.MINIMUM QUALIFICATION OF BIDDERS
A.Licensed and in good standing with the State of Maine
B.Have an excellent reputation in the real estate community
C.Knowledgeable in the local real estate market and have experience with small and large residential and commercial properties
D.Knowledgeable in the use of all public real estate records

4.PREPARATION OF PROPOSAL
A.Proposals must be submitted on the actual Proposal Form furnished with this bid request. All blank spaces for prices must be completed in ink.
B.Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project. If forwarded by mail, the sealed envelope, containing the proposal and marked as directed above, must be enclosed in another envelope, addressed as specified in the proposal form.
C.All proposals and information submitted will be incorporated, in part or in whole, into and made a part of any final contract with the Town.
D.The Town is not responsible, nor shall the Town reimburse any costs incurred by a bidder in the preparation and submission of a bid response, or to procure a contract for any services. The Town will furnish no materials or labor.

5.ADDENDA AND INTERPRETATION
A.No interpretation of the meaning of the specifications or other documents will be made by the Town to any bidder orally. Every request for such interpretation should be in writing, addressed to the Finance Director.

6.OBLIGATION OF BIDDERS
A.The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to its bid.

7.INSURANCE
A.For proposal purposes, proposers must submit copies of certificates of insurance for general liability and workers compensation. The successful contractor must provide original certificates prior to commencing services.

8.TERM OF CONTRACT
A.The contract period for the successful broker/firm will be from date of award until either party chooses to discontinue the contract. Either party with sixty (60) day prior notice may terminate the contract.

9.SELECTION CRITERIA
A.The Finance Committee will evaluate RFP submissions based on the following criteria to recommend a top firm to the Town Council, tasked with making the award to contract for Realtor Services.
i.Knowledge of local and State of Maine real estate market
ii.Global reach for marketing the property
iii.Residential and Commercial real estate experience, qualifications and references
iv.Proven commercial real estate track record
v.Various industry sector knowledge
vi.Local reputation
vii.Fee schedule
viii.Completeness of response to RFP as outlined in this solicitation.

10.INDEMNIFICATION
A.The bidder shall defend, indemnify, and hold harmless the Town of Lisbon, its employees and agents, from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) for personal injury (including death) or property damage arising out of, or in consequence of, any negligent or

intentional act or omission of the bidder, its employees, agents, or subcontractors.

TOWN OF LISBON, MAINE

REQUEST FOR PROPOSAL
Realtor Services
RFP#: 2025-001
BID DEADLINE: February 11, 2025 @ 10:00 am

PROPOSAL FORM

TO: Samantha Bryant, Finance Director
Town of Lisbon
300 Lisbon Street
Lisbon, Maine 04250

By submitting a proposal, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this RFP and (2) are capable of performing quality work to achieve the City's objectives.

Name: _____Tiana Lacombe_____

Address: ___730 Center Street Unit 4B Auburn Maine 04210

Telephone: _____207-312-9649_____

Website:
_____https://tianalacombe.hearthandkeyrealty.com/_____

Email: _____Tianalacomberealty@gmail.com_____

Years in business: _____6 years_____

Description of your firm including size of firm, location, number and nature of the professional staff, staff experience and training, including a brief resume for each key person listed that will be assigned to service the Town if awarded including the individual real estate license information:

Our Agency have a total of 45 agents at our office. Our Leadership team consist of 4 Owners (Jeff Emmert -managing broker, Tiana Lacombe/self – Marketing director, Blake Fecteau – Compliance Coordinator, Mike Emmert – Director of Networking), Our designated broker Cheri Thurston (a total of 39 years' experience) and Sue Emmert who coordinates our front office. My MLS number is 020094 and the agency number is 3427.

Describe qualifications and experience (minimum five years previous experience) your firm has as a licensed residential and commercial realtor:

__In 2024 we closed a total of 358 units and were the top producing agency in volume and units 3 out of the last five months. I personally closed just under 8M in production in 2024. I am a certified member of the Institute of Luxury Home Marketing which requires a certain number of sales volume by an individual agent.

Marketing budget, tools and resources available:

___I (and we as a company) have access to a large database of realtors, potential buyers and investors, outside of the traditional MLS. The marketing budget for listings is included in my commissions. I have used CRMs of over 3,000 contacts, a large social media following, local networking groups, and many in-house resources through our branding and marketing kits.

List of at least three (3) references, provide names and telephone numbers of contact persons:

___Jeff Emmert – 207-577-2851
Michael Emmert – 207- 577-2847
Debbie Bodwell – 207- 754 -3962

Provide examples of recent marketing efforts for similar property for sale or sold by your firm:

__I recently listed a Home in Richmond Maine (36 Kimball Street). I provide professional photos, video tours, personal property websites, social media marketing (Facebook, Instagram, YouTube, LinkedIn and more). I provide open houses and postcards & mailers (coming soon and just listed).

Additional relevant services offered through your firm:

I am a full-service realtor, who can offer connections with vendors such as: title work specialist, attorneys, contractors, lenders, inspectors, electricians, plumbers and much more. I have a transaction coordinator that works personally to make sure I never skip a beat on any listing.

Listing of current litigation, outstanding judgments and lines:

NONE

State firm's all-inclusive commission rate for services (Note: listing and marketing expense are the realtor's responsibility):

Commission rate is 6% for residential listings and 7% for commercial. This commission rate allows me to spend the necessary marketing dollars to get top dollar for any listing.

Tiana Lacombe

Signature

1/24/2025

Date

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-029)** Confirm the Town Manager's Appointment of Alice Richards from Interim Town Clerk and Interim Registrar of Voters to Town Clerk and Registrar of Voters
Date: February 18, 2025

Summary

Recommendation

Attachments
None

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-030)** Approve a Medical Marijuana Manufacturing License and a Victualer's License for 207 Edibles
Date: February 18, 2025

Summary

At its February 4, 2025, meeting, the Council held a public hearing on a license application from 207 Edibles to operate a medical marijuana business. After the public hearing, the Council deliberated. The Council tabled the item to receive more information, including the following:

1. To receive the Code Enforcement Officer's and the Fire Chief's report regarding:
    a. The status of the outstanding violations;
    b. How they made measurements in the premises that resulted in a finding that interior spaces are located too far from the exit;
    c. A response to the applicant's assertion that the Council should issue a license this year because it issued licenses in past years; and
    d. The different methods that a violator may use to achieve code compliance, and how those are chosen.

2. To receive an update on efforts to remedy the violations.
3. Clarification on the ownership of the applicant and the premises, and whether that affects the Council's action on the license.

At the Council meeting, the Code Enforcement Officer and the Fire Chief will address information requests #1 and #2 above. This memorandum first summarizes the evidence from the record and public hearing, then repeats the standard for the Council's action, then summarizes staff's recommendation on the license, and finally addresses whether the ownership of the applicant and the premises affect the Council's action on the license.

Evidence from the Record and Public Hearing

According to the license application, Lorelei Hilliker owns 207 Edibles, which is located on the second floor of the building at 5 Canal Street. 5 Canal Street is owned by Riverbend Investment Properties, LLC (the Owner), which is equally owned and managed by Ms. Hilliker and Jason Smith. Mr. Smith

owns and operates a different business, Lisbon Cannabis, located on the first floor. The Town understands that Mr. Smith has no interest in 207 Edibles and that Ms. Hilliker has no interest in Lisbon Cannabis.

The Code Enforcement Officer / Building Inspector, the Fire Chief/ Health Officer, and Police Chief inspected the premises. The Fire Chief found that the premises do not comply with the applicable life safety code, and the Code Enforcement Officer / Building Inspector found that the premises do not comply with the applicable electrical, plumbing, building, and zoning codes. Both building officials provided a list of violations, which include that 1) the length of the travel distance from portions of the interior second-floor space to the exit exceeds 75'; 2) no permit was secured for the installation of the electrical system(note, 3 permits were issued for smaller electric jobs); 3) no permit was secured for the installation of the plumbing system The Code Enforcement Officer / Building Inspector and Fire Chief have reported to the Council that permits are required to operate a medical marijuana establishment in the premises including, at a minimum, another electrical permit (this one for the installation of the entire system); 4) no building permit was secured for the construction associated with the finishing of the interior space and change of uses; and 5) no permit was secured for the installation of the signs on the exterior of the building. The Code Enforcement Officer has issued a notice of violation to Riverbend Investment Properties, LLC.

Lorelei Hilliker testified that permits did exist, that 207 Edibles kept the permits for 1 year after the construction was over, that she gave the plumbing or construction permits to another person, and that 207 Edibles does not have copies of any permit.

An attorney for 207 Edibles acknowledged that the Owner has received a notice of violation, but that the notice did not prevent the Council from approving the license to 207 Edibles. 207 Edibles argued that the applicant meets the standard to receive a license.

Standard for the Issuance of a Medical Marijuana License

Section 10-610, of the medical marijuana establishments ordinance, provides that:

A license application for a medical marijuana establishment shall be denied by the town council. . . if the applicant, or any owner of the applicant or licensee:

(1) Fails to meet the requirements of this ordinance. . .
(5) Has not acquired all necessary state and local approvals prior to issuance of the license. . .

Staff Recommend that the Council Should Deny the Application for a License

Town staff recommend that the Council deny the 207 Edibles license application because the application did not include the required approvals, the application fails to comply with the ordinance, and a fire safety issue has not been satisfied.

First, the Council should deny the application because it did not include the required approvals. The Council shall deny the license application if it "fails to meet the requirements of this ordinance." An application shall include "evidence of all land use approvals or conditional land use approvals required to operate the medical marijuana establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy," according to section 10-605(9).

The Code Enforcement Officer / Building Inspector and Fire Chief have reported to the Council that permits are required to operate a medical marijuana establishment in the premises including, at a minimum, an electrical permit, a plumbing permit, a building permit, a change of use permit, and a sign permit. The application included neither these permits nor evidence that applications for permits have been filed and are pending approval. Therefore, the Council should find that the application fails to meet the requirements of the ordinance and should deny the application.

A **second** ordinance provision requires the Council deny the application for a similar reason; section 10-610(5) requires that the Council shall deny the license application if the applicant "has not acquired all necessary state and local approvals prior to issuance of the license." The analysis above shows that 207 Edibles did not meet this requirement.

Third, the Council should deny the application because the premises at which the establishment will be located fail to comply with the electrical code, the plumbing code, the building code, and the zoning code. After receipt of an application, section 10-606(9) requires the following inspections:

> (1) The building inspector shall verify that the premises at which the establishment will be located complies with all applicable town ordinances including, but not limited to, the building code, electrical code, plumbing code, and section 10-611, and shall report findings in writing to the town clerk.
> (2) The code officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the town clerk. . .
> (4) The fire chief. . . shall inspect the location or proposed location to determine if all town ordinances and any other applicable regulations concerning fire and safety have been satisfied and shall report findings in writing to the town clerk. . .

The Building Inspector / Code Enforcement Officer and the Fire Chief have reported that the premises at which the establishment will be located does not comply with the electrical code, the plumbing code, the building code, or the zoning code.

In addition, and **fourth**, the Building Inspector / Code Enforcement Officer and the Fire Chief reported

that a fire safety issue remains unsatisfied, specifically that the length of the travel distance from portions of the interior second-floor space the exit exceeds 75'.

Violations of any one of these ordinances is sufficient to show that the 207 Edibles license application fails to meet the requirements of this ordinance, and the Council should deny the application.

An Assertion that the Applicant Is a Tenant, Rather than Deedholder of the Premises Does Not Affect the Outcome

207 Edibles argues that the approvals required by subsection 10-610(5) apply to the applicant only and that a notice of violation issued to the building owner does not meet that language. As a preliminary matter, 207 Edibles has not provided a lease or other proof of its possessory interest, which is required by section 10-605(8), even though it asserts that it is a tenant. Even assuming 207 Edibles is a tenant, the argument fails.

First, the marijuana license ordinance is concerned about whether the premises have received the required approvals and whether any known issues are satisfied, not the ownership status of that premises. The Building Inspector / Code Enforcement Officer and the Fire Chief has reported to the council that the premises does not meet these requirements. These facts are separate from an enforcement proceeding that the Town has commenced to secure compliance with the codes.

Further, the codes regulate spaces, regardless of the interest that an occupant has in the space. For example, the provisions of the International Building Code (2015) "shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures." Section 101.2 (underline added). The International Building Code applies to spaces, regardless of the ownership structure of spaces. This fact is underscored by the International Building Code's definition of the term "Owner," which also means an entity with a possessory interest in property. The term "Owner" means "any person, agent, operator, entity, firm or corporation having any legal or equitable interest in the property; . . . or otherwise having possession or control of the property." Even tenant meets this definition because it has in interest in the premises and has possession or control of the premises.

Recommendation

Attachments

1. 02-04-2025 Meeting Item - 207 Edibles - 2025 Applications_Redacted
2. 02-04-2025 Meeting Item - Code Enforcement report
3. 02-04-2025 Meeting Item - Fire Chief report
4. 02-04-2025 Meeting Item - Health Inspector and Life Safety report
5. 02-04-2025 Meeting Item - Police Chief report

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

6. 207 Edibles - 2024 Medical Manufacturing Renewal - Property Ownership Documents

TOWN OF LISBON

MEDICAL MARIJUANA ESTABLISHMENTS APPLICATION

Non-refundable Fees

Medical Marijuana Retail Store	$250.00
Medical Marijuana Dispensary	$250.00
Medical Marijuana Testing Facility	$250.00
→ Medical Marijuana Manufacturing Facility	$250.00

Name of Business: 207 edibles Business Phone: 353-4279

Location of Business: 5 canal st. Lisbon Falls, me 04222

Business Email Address: 207edibles@gmail.com

Business Mailing Address: [redacted]

Owner's Name: Lorelei Hilliker

Home Phone: _____ Cell Phone: 522-0074

Owner's Home Address: [redacted]

List Owners/Members/Partners/Officers/Directors/Stockholders/Managers/Supervisory Personnel/or other participants:

Name: Lorelei Hilliker Phone Number: 522-0074

Street Addr: [redacted] Birth Date: [redacted]

Town/State/Zi[redacted]

Name: _____ Phone Number: _____

Street Addr: _____ Birth Date: _____

Town/State/Zip: _____

Name: _____ Phone Number: _____

Street Addr: _____ Birth Date: _____

Town/State/Zip: _____

Attach a list on a separate piece of paper of names or additional names that apply.

LISBON – VICTUALER APPLICATION

License Type: ____ $ 100 Restaurants & Others

Name of Business: 207edibles Business Phone: 353-4279

Business Location in town (street address): 5 canal st

Mailing Address: _____

Business Email Address: 207edibles@gmail.com

Owner's Name: Loreli Hilliker

Home Phone: _____ Owner's Cell Phone: 522-0074

Owner's Home Address: [redacted]

Residence(s) for last five years (Street/Town/Zip): [redacted]

List Applicant / Partners / Corporate Officers:

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Name: _____ Birth date: _____

Name: _____ Birth date: _____

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

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

_____ IF NONE, date submitted: _____

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

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

If so, describe specific circumstances _____

Does the establishment have a valid liquor license? no If so, when does it expire? _____

I, Loreli L Hilliker (owner's name), owner (title) am authorized to sign on behalf of said business, and further declare that the forgoing information is accurate and true to the best of my knowledge and belief, and that the applicant does hereby acknowledge a public records check may be conducted. **All licenses expire annually May 31st.**
Re-inspection fees are $150 per visit after the ~~first~~ visit.

Signature: Loreli L Hilliker Date: 11/7/24

Rv2023

BUILDING INSPECTION

CODE ENFORCEMENT INSPECTION

The building inspector verifies that the premises at which the establishment will be located complies with all ordinances and applicable codes for the following:

Town Ordinances (including food)	Electrical Code
The Building Code	Plumbing Code

- *Security (check if complied with):*

  — The licensed premises shall have lockable doors and windows and shall be served by an alarm system that includes automatic notification to the Lisbon Police Department.

  — The licensed premises shall have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system shall be operated with continuous recording twenty-four hours per day, seven days per week and video shall be retained for a minimum duration of thirty (30) days. Such records shall be made available to law enforcement agencies when investigating a criminal complaint.

  — The licensed premises shall have exterior spotlights with motion sensors covering the full perimeter of the building(s).

- *Ventilation (check if complied with):*

  —The licensed premises shall comply with all odor and air pollution standards established by ordinance.

  —All medical marijuana establishments that cultivate, manufacture or extract marijuana shall have an odor mitigation system installed that has been approved by a Maine Licensed Engineer, indicating that the system will provide odor control sufficient to ensure that no odors are perceptible off the premises.

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

- ✓ YES ___ NO Is establishment engaging in the "preparation" of food items whether sealed or not.

Report all findings here: _____

_____

_____

Dated:_____	Medical Marijuana Retail Store	Approved: YES NO
Dated:_____	Medical Marijuana Dispensary	Approved: YES NO
Dated:_____	Medical Marijuana Testing Facility	Approved: YES NO
Dated:_✓_	Medical Marijuana Manufacturing Facility	Approved: YES NO

Dated: _____ Approved: YES NO Approved by: _____

Mark Stambach, Building Inspector

Outstanding Code/Ordinance Issues for 5 Canal Street

207 Edibles/ Lisbon Cannabis

January 28, 2025

The following are relevant portions of a Notice of Violation dated January 13, 2025 regarding issues shared by the owners as they affect the building as a whole or common areas.

** Repair holes in sheetrock in boiler and oil tank room per IBC 2015 section 708.4

** The door to the oil tank room and boiler room are required to be closed at all times per IBC 2015 section 708.6

One major life safety issue is length of the travel distance from the interior to the exit. The code allows for one exit from a space if the distance is less than 75' for the use of the building on each level. The first floor MAY meet this requirement, however, the second floor does not. Several options to correct this would be to; 1) provide a fire rated stair enclosure to protect the stairway, 2) install a fire sprinkler system, or 3) install a code-compliant second exit.

** The length of the travel distance from portions of the interior first-floor space, currently used by Lisbon Cannabis, to the exit may exceed 75', in violation of the International Building Code (IBC) section 105.1 as adopted by the Maine Uniform Building and Energy Code (MUBEC) 2015 edition, and referenced by the Town of Lisbon Ordinances Section 54-31. Correct, or obtain confirmation on inspection by each of the Code Enforcement Officer, the Chief of Police, or the Fire Chief that current conditions meet Lisbon Code.

** The length of the travel distance from potions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of the International Building Code (IBC) section 105.1 as adopted by the Maine Uniform Building and Energy Code (MUBEC) 2015 edition, and referenced by the Town of Lisbon Ordinances Section 54-31. Correct the violation, or provide code-compliant fire protection systems that meet the requirements of the IBC 2015 edition, as confirmed on inspection by each of the Code Enforcement Officer, the Chief of Police, and the Fire Chief.

In addition, on reviewing the property file for the building, I was unable to locate any building, plumbing, sign or occupancy permits for the original creation of either of the finished spaces, in the first and second floors, that 2 businesses occupy.

The file contains 3 electrical permits: a permit issued on 3-9-20 for the installation of EMT conduit for outlets: a permit issued on 1-21-22 for the Installation of a 200 amp service and panel; and a permit issued on 4-15-20 for the installation of a low voltage security system. However, the electrical work completed to finish the building is much more extensive than the work described above. It will be necessary to identify the licensed electrician that completed the remainder of the work and have them obtain a permit after-the-fact.

The owners admit that the building had been completely gutted prior to the start of work. The creation of partition walls and changing the layout of the building, and the introduction of new occupancies would all require the issuance of a building permit. It will be necessary to obtain a permit for this work after-the-fact, and make any corrections/modifications needed to bring the building into compliance with the Maine Uniform Building and Energy Code (MUBEC), 2015 edition, and the NFPA 101 Life Safety Code and NFPA 1, 2015 editions

There was also extensive plumbing work completed. It will be necessary to identify the licensed plumber who did the work, obtain permits for the work after-the-fact and have this work reviewed for code compliance.

The current sign ordinance allows for a maximum sign size with a letter height of no more than 36" and a length of no more than 75% of the total building length for a mill building such as this. The current sign is nearly 90% of the length of the building. It will be necessary to obtain a sign permit after-the-fact, and modify the existing signs to meet the requirements of the ordinance.

Accordingly, the following violations are known to exist:

** No permit was secured for the installation of the electrical system as required by the International Building Code (IBC) section 105.1 as adopted by the Maine Uniform Building and Energy Code (MUBEC) 2015 edition, and referenced by the Town of Lisbon Ordinances Section 54-31. Secure an after-the-fact permit by a master electrician licensed by the State of Maine.

** No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code (UPC) 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66. Secure an after-the-fact permit by a plumber licensed by the State of Maine.

** No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the International Building Code (IBC) section 105.1 as adopted by the Maine Uniform Building and Energy Code (MUBEC) 2015 edition, and referenced by the Town of Lisbon Ordinances Section 54-31. Secure an after-the-fact permit.

** No permit was secured for the installation of the signs on the exterior of the building as required by the Lisbon Zoning Ordinance, Section 70-713. Secure an after-the-fact permit

As the permits described above are all being obtained after the work has been done, there will be additional fees required.

Once the permits have been obtained, the work required completed and has been inspected and signed off, a certificate of occupancy can be issued and licenses granted.

FIRE CHIEF INSPECTION

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

YES NO State Fire Marshall inspection has been completed

YES NO Hazardous Chemicals will be used for processing

YES NO Sprinklers required and in compliance

Report all findings here: SEE ATTACHED

Dated:_____ Medical Marijuana Retail Store Approved: YES NO
Dated:_____ Medical Marijuana Dispensary Approved: YES NO
Dated:____✓__ Medical Marijuana Testing Facility Approved: YES NO
Dated:____✓__ Medical Marijuana Manufacturing Facility Approved: YES NO

Approved for categories above:

~~Nate LeClair~~, Fire Chief
Craig Bouchard

Outstanding Code/Ordinance Issues for 5 Canal Street

207 Edibles/ Lisbon Cannabis

January 28, 2025

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** Repair holes in sheetrock in boiler and oil tank room per IBC 2015 section 708.4

** The door to the oil tank room and boiler room are required to be closed at all times per IBC 2015 section 708.6

One major life safety issue is length of the travel distance from the interior to the exit. The code allows for one exit from a space if the distance is less than 75' for the use of the building on each level. The first floor MAY meet this requirement, however, the second floor does not. Several options to correct this would be to; 1) provide a fire rated stair enclosure to protect the stairway, 2) install a fire sprinkler system, or 3) install a code-compliant second exit.

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In addition, on reviewing the property file for the building, I was unable to locate any building, plumbing, sign or occupancy permits for the original creation of either of the finished spaces, in the first and second floors, that 2 businesses occupy.

The file contains 3 electrical permits: a permit issued on 3-9-20 for the installation of EMT conduit for outlets: a permit issued on 1-21-22 for the Installation of a 200 amp service and panel; and a permit issued on 4-15-20 for the installation of a low voltage security system. However, the electrical work completed to finish the building is much more extensive than the work described above. It will be necessary to identify the licensed electrician that completed the remainder of the work and have them obtain a permit after-the-fact.

The owners admit that the building had been completely gutted prior to the start of work. The creation of partition walls and changing the layout of the building, and the introduction of new occupancies would all require the issuance of a building permit. It will be necessary to obtain a permit for this work after-the-fact, and make any corrections/modifications needed to bring the building into compliance with the Maine Uniform Building and Energy Code (MUBEC), 2015 edition, and the NFPA 101 Life Safety Code and NFPA 1, 2015 editions

There was also extensive plumbing work completed. It will be necessary to identify the licensed plumber who did the work, obtain permits for the work after-the-fact and have this work reviewed for code compliance.

The current sign ordinance allows for a maximum sign size with a letter height of no more than 36" and a length of no more than 75% of the total building length for a mill building such as this. The current sign is nearly 90% of the length of the building. It will be necessary to obtain a sign permit after-the-fact, and modify the existing signs to meet the requirements of the ordinance.

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** No permit was secured for the installation of the signs on the exterior of the building as required by the Lisbon Zoning Ordinance, Section 70-713. Secure an after-the-fact permit

As the permits described above are all being obtained after the work has been done, there will be additional fees required.

Once the permits have been obtained, the work required completed and has been inspected and signed off, a certificate of occupancy can be issued and licenses granted.

Business Name: 207 edibles - victualer

INSPECTION REQUIRED

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

Signature: _____ Date: 1-29-25

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

Signature: _____ Date: _____

COMPLETE TO HERE BEFORE FILING

INFORMATION

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

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

SUGGESTED CONTACTS:

353-3000 Ext 112... Town Clerk
353-3007.....Town Office Fax
353-3000 Ext 111... Code Enforcement Officer
353-2500..... Police Department
353-3000 Ext 121....Health Officer
1-800-872-3838.....Business Answers

624-9693...State Sales Tax Division - www.maine.gov/revenue
624-7736...Bureau of Corporations - www.maine.gov/sos/cec
624-7220...Bureau of Alcohol Beverages
287-3841...Agriculture Dept– Bakery Licenses
624-6550...Marine Resources – www.maine.gov/dmr
287-5671....State Health Inspection Dept - www.maine.gov/dhhs
1-800-829-4933...Federal I.D. Number – www.irs.gov

Revised May 9, 2023

Outstanding Code/Ordinance Issues for 5 Canal Street

207 Edibles/ Lisbon Cannabis

January 28, 2025

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POLICE CHIEF INSPECTION

The police chief or his/her agent shall investigate the application, including the criminal history record information authorized under subsection 10-605 (5) and shall report findings in writing to the town clerk. The following application has been investigated, including criminal history and the following:

10-605 APPLICATION (investigated) ***

(YES) NO (5) A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Lisbon to obtain criminal records and other background information related to the individual(s) were obtained and reports were reviewed.

10-610 STANDARDS FOR APPROVAL, DENIAL, REVOCATION

YES (NO) (4) Has applicant(s)/business had a license for a marijuana establishment revoked by a municipality or by the state.

YES (NO) (6) Has applicant(s) been convicted of a disqualifying drug offense.

YES (NO) (7) Has applicant(s) provided false or misleading information in connection with the license application.

10-611 OPERATING REQUIREMENTS ***

(YES) NO (4) Loitering. The facility owner/operator shall make adequate provisions to prevent patrons or other persons from loitering on the premises. It shall be the licensee's obligation to ensure that anyone found to be loitering or using marijuana or marijuana products in the parking lot or other outdoor areas of a licensed premises is ordered to leave. Has applicant(s)/business complied with this requirement.

Report all findings here _____

Dated: _____	Medical Marijuana Retail Store	Approved: YES NO
Dated: _____	Medical Marijuana Dispensary	Approved: YES NO
Dated: _____	Medical Marijuana Testing Facility	Approved: YES NO
Dated: 11-15-24	Medical Marijuana Manufacturing Facility	Approved: (YES) NO

Dated: 11-15-2024 Approved: (YES) NO Approved by: _____
Ryan McGee, Police Chief

To whom it may concern

I Fern Larochelle owner of Larochelle properties located at 140 Main St. Lisbon Falls ME 04252 also owner of 5 Canal St. Lisbon Falls Maine 04252 give my permission to Lorelei Hilliker owner of 207 Edibles to perform Medical Marijuana Business including but not limited to producing medical marijuana edibles at 5 Canal St., Lisbon Falls, ME 04252.

Fern Larochelle

Lorelei Hilliker

10/31/2024

To whom it may concern:

207 Edibles has permission to operate a marijuana business out of the 5 canal st location in Lisbon Falls, ME.

Sincerely;

Manager Riverbend Investment Properties

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

LIMITED LIABILITY COMPANY AGREEMENT
(*Manager-Managed*)

Effective Date: _____ ____, ***2020***

This LIMITED LIABILITY COMPANY AGREEMENT is made and entered into effective as of the Effective Date (as defined above) pursuant to, and in accordance with, the Maine Limited Liability Company Act, 31 M.R.S. §§ 1501 *et seq.*, as amended (the "**Act**"), by and among RIVERBEND INVESTMENT PROPERTIES, LLC, a Maine limited liability company (the "**Company**"), and the members of the Company listed in ***Schedule A*** attached hereto and incorporated herein by reference (such members, collectively, the "**Members**" and, each, a "**Member**").

ARTICLE 1
FORMATION; BUSINESS PURPOSE

1.1. Formation. The Company will be formed upon the later of the Effective Date and the effective date of the filing of a Certificate of Formation of the Company with the Maine Department of the Secretary of State.

1.2. Purpose; Principal Place of Business. The Company will be formed for the purpose of owning and leasing real estate, and all other purposes that are permitted under the laws of the State of Maine and approved by the vote of the Managers of the Company (the "**Business**"). The Managers of the Company are vested with all power and authority necessary or convenient to carry out the Business. The initial principal place of business of the Company will be located in Scarborough, Maine.

ARTICLE 2
MEMBERS; VOTING; MEETINGS; OUTSIDE ACTIVITIES

2.1. Members. The initial Members of the Company will be as listed in ***Schedule A*** attached hereto and incorporated herein by reference. The Company may admit one or more additional or substitute Members only in accordance with Article 8. The Company may issue or grant one or more additional Membership Interests only in accordance with Article 10.

2.2. Voting; Disputed Matters. The affirmative vote in person, by proxy, or by written consent of a Member or Members holding more than fifty percent (50.00%) of the Membership Interests (as defined below) will be the act of the Members for all purposes under this Agreement, unless a greater or different vote is specifically required under this Agreement.

If a deadlock or dispute arises between or among the Members relating to this Agreement or the Company's Business or affairs (each such deadlock or dispute, a "**Member Dispute**"), then the Members shall use all reasonable efforts to resolve the Member Dispute on an amicable basis. If the Member Dispute is not resolved on such basis within sixty (60) days after a Member first brings the Member Dispute to the attention of the other Members, then any Member may serve upon such other Members a written demand for arbitration of the Member Dispute. The Member Dispute will thereafter be settled by arbitration before a single arbitrator in accordance with the Expedited Procedures under the Commercial Arbitration Rules of the American Arbitration Association, or such other rules and procedures upon the vote of the Members. Any such arbitration shall occur in Portland, Maine, or such other location upon the vote of the Members. Any award or decision obtained from any such arbitration

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

proceeding will be final and binding upon the parties involved in the Member Dispute, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. To the fullest extent permitted by law, no action at law or in equity based upon any claim arising out of or relating to this Agreement will be instituted in any court by any Member except (a) an action to compel arbitration pursuant to this Section, or (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

2.3. Meetings. The Members may, but are not required to, hold formal meetings for the purpose of transacting business, and such meetings may be called by the vote of the Managers or by the vote of the Member or Members holding at least twenty-five percent (25.00%) of the Membership Interests, and written notice of such meeting shall be delivered to the Members not less than three (3) days, and not more than sixty (60) days, before the date of such meeting. Each such meeting may be conducted by, and the Members may participate in any such meeting by, means of telephone conference or similar communications equipment through which all persons participating in the meeting can hear one another and any such participation will constitute that Member's presence in person at such meeting.

2.4. Action by Members without Meeting. If the Members are permitted or required to take any action by vote, then such action may be taken without a meeting, prior notice, or a vote if a written consent(s) setting forth the action so taken or to be taken is signed at any time before or after the intended effective date of such action by a Member or Members holding more than fifty percent (50.00%) of the Membership Interests and such written consent(s) is delivered to the office of the Company, unless a greater or different vote is specifically required under this Agreement. The Company shall give prompt notice of the taking of an action without a meeting by less than a unanimous written consent to each Member who has not consented in writing to such action, but who would have been entitled to vote thereon had such action been taken at a meeting. For purposes of this Section, the term "written" includes a communication that is transmitted, received, or both by electronic means, including without limitation electronic mail, and the term "signed" includes an "electronic signature" as defined in the Maine Uniform Electronic Transactions Act, 10 M.R.S. §§ 9401 *et seq.*

2.5. Outside Activities. Subject to the terms of any written agreement by any Member and the Company to the contrary, a Member may have business interests and engage in business activities in addition to those business interests and business activities relating to the Company, including such business interests and business activities that may compete directly with the Business of the Company. Subject to the terms of any written agreement by any Member and the Company to the contrary, neither the Company nor any other Member will have any rights by virtue of this Agreement in any such additional business interest or business activity of any Member.

ARTICLE 3
MEMBERSHIP INTERESTS; CAPITAL CONTRIBUTIONS

3.1. Membership Interests. Each Member's name, mailing address, Capital Contribution (as defined below), and membership interest in the Company ("**Membership Interest**") shall be listed in ***Schedule A***, which Membership Interest includes such Member's right (a) to receive a distributive share of Net Profits (as defined in the Company's Tax Rules listed in ***Schedule C***), Net Losses (as defined in the Company's Tax Rules listed in ***Schedule C***), and other items of income, gain, loss, deduction, and credits of the Company; (b) to receive a distributive share of the assets of the Company upon its dissolution; (c) to vote upon, consent to, or otherwise participate in, any decision of the Members; and (d) to receive any and all other benefits to which such Member may be entitled as provided in this Agreement or required by the Act. The Company may, but is not required to, issue membership certificates to the Members reflecting their respective Membership Interests. Subject to the provisions of Article 8 and Article 10, the Managers shall from time to time amend ***Schedule A*** to reflect the admission and

dissociation of Members and any changes in a Member's Membership Interest arising from the transfer of a Membership Interest or any portion thereof.

3.2. Capital Contributions. The Members shall contribute the initial capital to the Company in the amounts and forms as listed in ***Schedule A*** (each such contribution, a "**Capital Contribution**"). No Member will be obligated to make any additional contribution of capital to the Company beyond the amount stated in ***Schedule A***. No Member will be liable to any other Member for the repayment of all or any portion of any other Member's Capital Contribution. No Member will have priority over any other Member with respect to a return of his, her, or its Capital Contribution. No Member will be entitled to seek partition of the Company's assets. No Member will be paid interest on his, her, or its Capital Contribution.

ARTICLE 4
LIABILITY OF MEMBERS; LOANS

4.1. Liability of Members. No Member will be liable for the debts and obligations of the Company solely by reason of his, her, or its status as a Member.

4.2. Loans. The Member(s) may, upon the vote of the Managers, loan money to the Company on such terms as the Managers determine. If the Company wishes to borrow money from the Members, then each Member may, but will not be required to, loan to the Company a proportionate amount of such borrowing equal to such Member's proportionate share of the Membership Interests owned by the Members who desire to participate in such borrowing on such terms as the Managers determine.

ARTICLE 5
ALLOCATIONS; DISTRIBUTIONS; CAPITAL ACCOUNTS

Except as may be required to comply with the special allocation and distribution provisions of the Company's Tax Rules as listed in ***Schedule C*** attached hereto and incorporated herein by reference, all allocations for book purposes and for tax purposes and any distributions shall be made as follows:

5.1. Allocations for Book Purposes. All Net Profits and Net Losses shall be allocated to, and among, the Members in their respective proportion to their respective Membership Interests.

5.2. Allocations for Tax Purposes. All income, gains, losses, deductions and credits of the Company (collectively, the "**Tax Items**") shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, deductions, and credits among the Members for computing their Capital Accounts (as defined below), except that if any such allocation for tax purposes is not permitted by the Internal Revenue Code of 1986, as amended (the "**Code**"), or other applicable law, the Company's subsequent income, gains, losses, deductions, and credits shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other applicable law, so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

5.3. Distributions from Operations of the Company. Except as otherwise required by the Act, the Managers shall make distributions to the Members in accordance with their respective Membership Interests at such time and in such manner as the Managers determine, taking into account the Company's working capital needs.

5.4. Capital Accounts. The Company shall maintain a capital account ("**Capital Account**") for each Member in accordance with the Company's Tax Rules as listed in ***Schedule C***.

ARTICLE 6
MANAGEMENT

6.1. Managers. The Members shall elect, by the vote of the Members, one (1) or more persons to serve as the Managers of the Company to manage the Business and affairs of the Company (each such person, a "**Manager**" and, collectively, the "**Managers**"). A Manager need not be a Member, natural person, or resident of the State of Maine. There shall be, at all times, no less than one (1) Manager. A Manager shall hold office until a new election is held, unless such Manager (a) earlier resigns, which shall take effect on the date that the Members receive such Manager's written notice of such resignation or such later date as may be provided in such notice; or (b) is removed upon the vote of the Members before such election. Notwithstanding anything in this Agreement to the contrary, if, for any reason, a Manager becomes unable or unwilling to continue to serve as a Manager, then the Members may, but shall not be required to, appoint a successor of such Manager. The resignation or removal of a Manager who is also a Member shall not affect such Manager's rights as a Member or constitute an Event of Dissociation of such Manager as a Member. The person(s) listed in ***Schedule B*** shall serve as the initial Manager of the Company. Subject to the provisions of this Article, the Managers shall from time to time amend ***Schedule B*** to reflect the election, resignation, or removal of the Managers.

6.2. Authority; Decision Making; Third Parties; Action by Managers without Meeting. Subject to the terms of this Agreement and the terms of any Statement of Authority filed by the Company with the Maine Department of the Secretary of State, the Managers shall have full and exclusive power and authority (a) to manage the Company's Business; and (b) to act on the Company's behalf in dealings with third parties, including, without limitation, the power and authority to purchase, sell, mortgage, lease, and dispose of real, personal, and intangible property, to hire employees, to contract with third parties, including, without limitation, affiliates, to borrow money, and to pledge the assets of the Company. Each Manager shall be entitled to one (1) vote, and each matter to be decided by the Managers shall be decided by the affirmative vote in person or by proxy or by written consent of more than fifty percent (50.00%) of the Managers. If a deadlock or dispute arises between or among the Managers relating to any matter to be decided by the Managers (each such deadlock or dispute, a "**Manager Dispute**"), then the vote of the Members shall resolve the Manager Dispute. The Managers may act without a meeting, prior notice, or a vote if a written consent(s) setting forth the action so taken to or to be taken is signed at any time before or after the intended effective date of such action by at least the number of Managers necessary to approve such action. For purposes of this Section, the term "written" includes a communication that is transmitted, received, or both by electronic means, including without limitation electronic mail, and the term "signed" includes an electronic signature as defined in the Maine Uniform Electronic Transactions Act, 10 M.R.S. §§ 9401 *et seq.*

No person dealing with a Manager need inquire regarding the Manager's authority to bind the Company, and any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by such Manager as to the identity and authority of such Manager or any Member and any other matter whatsoever involving the Company or any Member. The act of a Manager, within the ordinary course of the Business, shall bind the Company unless the Manager has no authority to act for the Company in a particular matter and the person with whom the Manager is dealing has knowledge of the fact that the Manager has no such authority.

6.3. Delegation of Authority of Managers; Officers. The Managers may elect officers to whom the Managers may delegate such rights, duties, and responsibilities and with such titles as the Managers shall from time to time determine, but such delegation does not and will not relieve the Managers of the Managers' responsibility for managing the Company's Business or affect the Managers' ability to bind the Company in dealings with third parties. An officer may, but is not required to, be a Manager. The Managers may, upon the vote of the Managers, (a) elect any successor or additional officer,

or (b) remove any officer. An officer shall hold office until a new election is held, unless the officer resigns or is removed by the Managers before such election. The person(s) identified in ***Schedule B*** shall serve as the officer(s) of the Company.

(a) *President*. The President, if any, shall be the chief executive officer of the Company, preside at all meetings of the Members and the Managers, have general and active management of the Business of the Company, and see that all orders and resolutions of the Managers are carried into effect.

(b) *Executive Vice-President*. The Executive Vice-President, if any, or if there shall be more than one, the Executive Vice-Presidents in the order determined by the Managers, shall, in the absence of, or in the case of the disability of, the President, perform the duties and exercise the powers of the President and perform such other duties and have such other powers as the Managers may from time to time determine.

(c) *Secretary*. Upon the request by the Managers, the Secretary shall attend meetings of the Managers, give notice of special meetings of the Managers, and record all of the proceedings of such meetings in a book kept for that purpose. The Secretary shall perform such other duties and have such other powers as the Managers or the President may from time to time determine. The Secretary shall be supervised by the Managers and the President.

(d) *Treasurer*. The Treasurer shall have custody of the Company's funds and securities, keep full and accurate accounts of receipts and disbursements in books belonging to the Company, and deposit all monies and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Managers. The Treasurer shall disburse the funds of the Company as may be ordered by the Managers, taking proper vouchers for such disbursements, and render to the President and the Managers, at the regular meetings of the Managers or when the Managers so require, an account of all of the transactions of the Treasurer and the financial condition of the Company.

6.4. Limitation on Authority of Managers and Officers. No Manager or officer may take any of the following actions without the prior vote of the Managers and the prior vote of the Members:

(a) dispose or contract for a disposition of all or substantially all of the Company's property;

(b) incur or refinance any indebtedness on behalf of the Company in an amount greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(c) cause the Company to incur any obligation or make any capital expenditure in any single transaction or series of related transactions in an amount greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(d) lend money to or guaranty or become surety for the obligations of any person;

(e) compromise or settle any claim against or inuring to the benefit of the Company involving an amount in controversy greater than Ten Thousand and 00/100 Dollars ($10,000.00);

(f) cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in this Agreement;

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(g) enter into any transaction with a Manager or Member or person related to a Manager or Member, including a compensation arrangement;

(h) approve a merger, consolidation or conversion of the Company; or

(i) knowingly do any act in contravention of this Agreement.

6.5. Duties; Compensation. Each Manager shall exercise his, her, or its powers and discharge his, her, or its duties in good faith with a view to the interests of the Company and its Members and with that degree of diligence, care, and skill that ordinarily prudent persons would exercise under similar circumstances in like positions. If a Manager violates this Agreement, then such Manager shall be liable to the Company and its Members for all costs and damages resulting from such violation. Each Manager shall devote so much time to the Business as the requirements of the Business dictate from time to time. The Managers may be paid such reasonable compensation at then-existing market rates for rendering services to the Company as shall be approved by the vote of the Members.

6.6. Members' Limited Role. Except as otherwise provided in this Agreement or required by the Act, the Members shall have no voting or management rights. No Member, except in his, her, or its capacity as a Member, may participate in the management of the Business or affairs of the Company or bind the Company in dealings with third parties.

ARTICLE 7
TERM; DISSOLUTION

7.1. Term; Dissolution. The Company shall exist perpetually until dissolved upon the happening of one or more of the following events:

(a) the prior unanimous vote of the Members to terminate the Company; or

(b) the entry of a decree of judicial dissolution of the Company.

The dissociation of a Member or the transfer of a Membership Interest shall not cause the dissolution of the Company.

7.2. Winding Up; Liquidation; Distribution of Assets. Upon the Company's dissolution, the Managers shall take all necessary actions to wind up the Company's affairs in an orderly manner. In furtherance of the winding up process, the Managers shall, in accordance with applicable law, distribute or apply the Company's assets as follows:

(a) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Managers may decide to distribute any assets in kind);

(b) discharge or make reasonable provision for all liabilities of the Company, including liabilities to Members who are also creditors (other than liabilities to Members for distributions and the return of capital) and establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and

(c) after discharging or making reasonable provision for all liabilities of the Company, distribute the remaining assets of the Company to the Members in accordance with the positive balances in their Capital Accounts after taking into account all Capital Account adjustments for the taxable year of the dissolution.

Upon completion of the winding up process, the Managers shall file a Certificate of Cancellation with the Maine Department of the Secretary of State.

ARTICLE 8
RESTRICTIONS ON SALES AND TRANSFERS OF MEMBERSHIP INTERESTS

8.1. General Restrictions; Definitions. No Membership Interest shall be sold, transferred, or otherwise disposed of by a Member unless and until (a) the provisions of this Article are fully satisfied, or (b) such provisions are waived upon the vote of the Managers. In no event shall a transfer be permitted without a vote of the Managers if such transfer would cause a termination of the Company for tax purposes under Section 708 of the Internal Revenue Code of 1986, as amended (the "**Code**"). The following terms used in this Article shall have the following meanings:

(a) "**Bona Fide Offer**" means an offer in writing made to a Member to purchase all or any portion of the Member's Membership Interest that the Member desires in good faith to accept.

(b) "**Deferred Payment Terms**" means the payment by the Optionee to the Transferring Member of an amount equal to ten percent (10.00%) of the purchase price (the "**Down Payment**") and the delivery of a promissory note for remaining ninety percent (90.00%) of such purchase price. The promissory note shall provide for equal monthly installment payments thereunder commencing one (1) month after the date of payment of the Down Payment over a term of not more than seven (7) years, and shall bear interest at the Applicable Federal Rate in effect on the date of the Down Payment as determined by the Internal Revenue Service. The promissory note shall not be assignable and shall allow for prepayment, in whole or in part, without premium or penalty therefor.

(c) "**Fair Value**" means the fair value agreed to by the Optionee and the Transferring Member within thirty (30) days after receipt by the Managers of the Transferring Member's notice of a desire to transfer a Membership Interest, except that if no agreement is made within thirty (30) days, the fair value shall be determined as follows:

(i) The Transferring Member and the Managers shall jointly engage an independent appraiser to determine the Fair Value; provided, however, that if they are unable to agree upon the person to be engaged, the Company's regular accountant shall engage on their behalf a qualified appraiser who is not affiliated, directly or indirectly, with any of them.

(ii) The independent appraiser shall determine the Fair Value by using a methodology contemplating a price that a willing seller would sell, and a willing buyer would buy, the Membership Interests, free and clear of all liens, security interests, or other encumbrances, in an arm's-length transaction for cash, without time constraints, without being under any compulsion to buy or sell, and without any minority interest discount, discount attributable to transfer restrictions, or control premium.

(iii) All costs of the appraisal shall be paid by the party whose opinion was rejected by the appraiser. A determination of the fair value of such Membership Interest made in this manner shall be final, binding and conclusive upon all parties.

(d) "**Offered Interest**" means all or any portion of a Membership Interest proposed to be sold or transferred in accordance with Section 8.2 or Section 8.3.

(e) "**Optionee**" means each of the Company, the Members in proportion to their respective Membership Interests, or any person or persons approved by the Managers who are not affiliated with any Selling Member or Transferring Member. In the event that more than one Optionee exercises its option, the priority among them shall be determined as follows: (i) first, the Company's exercise shall be accepted up to one hundred percent (100.00%) of the Offered Interest; (ii) second, the remaining Members' exercise shall be accepted up to one hundred percent (100.00%) of the remaining Offered Interest; and (iii) third, any other person or persons approved by the Managers who are not affiliated with any Selling Member or Transferring Member shall have their exercise accepted up to one hundred percent (100.00%) of any further remaining Offered Interest.

(f) "**Selling Member**" means any Member, any personal representative of a Member, or any person or entity claiming by, through, or under a Member, including without limitation any assignee for the benefit of creditors or trustee in bankruptcy or receiver, however appointed, of a Member, and including any creditor executing a judgment by an involuntary sale through judicial process, who has received a Bona Fide Offer for the purchase of all or any portion of a Membership Interest.

(g) "**Transferring Member**" means any Member, any personal representative of a Member, or any person or entity claiming by, through, or under a Member, including without limitation any assignee for the benefit of creditors or trustee in bankruptcy or receiver, however appointed, of a Member, and including any creditor executing a judgment by an involuntary sale through judicial process, who desires to transfer all or any portion of a Membership Interest, and who has not received a Bona Fide Offer for the purchase of all or any portion of a Membership Interest.

8.2. Restrictions Applicable to Selling Members. If any Selling Member desires to sell all or any portion of the Membership Interest owned by the Selling Member, then the Selling Member shall first notify the Managers of the nature of the Offered Interest to be sold, the name of the person or entity to whom the Selling Member desires to sell the Offered Interest and the terms of the Bona Fide Offer. For a period of forty-five (45) days following receipt of such notice by the Managers (the "**Sales Option Period**"), the Optionee shall have an option to purchase the Offered Interest at the same price and upon the same terms as set forth in the Bona Fide Offer. The Optionee must exercise the option by notice to the Selling Member prior to expiration of the Sales Option Period. If one or more Optionees exercises the option to purchase the entire Offered Interest prior to the expiration of the Sales Option Period, then the notice of its exercise shall fix a closing date for the purchase which shall be not earlier than ten (10) days nor more than sixty (60) days after the expiration of the Sales Option Period.

If the Optionee (collectively) does not exercise the option to purchase the entire Offered Interest prior to expiration of the Sales Option Period, then the Selling Member may sell the entire Offered Interest to the person named in the initial notice upon the terms of the Bona Fide Offer; provided however, that if the sale is not completed within thirty (30) days following the expiration of the Sales Option Period, the provisions of this Article must again be complied with before the Selling Member may transfer the Offered Interest.

8.3. Restrictions Applicable to Transferring Members. If any Transferring Member desires to transfer, including without limitation exchanges or dispositions by way of distribution pursuant to the terms of any will or trust, all or any portion of the Membership Interest owned by the Transferring Member and such proposed transfer is not subject to the provisions set forth in Section 8.2 hereof, then the Transferring Member shall first notify the Managers stating the nature of the Offered Interest to be transferred and the name of the person or entity to whom the same is to be transferred and the manner of and reason for such transfer and the consideration (if any) to be received. For a period of forty-five (45) days after determination of Fair Value in accordance with Section 8.1 above (the "**Transfer Option Period**"), the Optionee shall have the option to purchase the Offered Interest at its Fair Value upon the

Deferred Payment Terms. The Optionee must exercise the option by notice to the Transferring Member prior to expiration of the Transfer Option Period. If one or more Optionees exercises the option to purchase the entire Offered Interest prior to the expiration of the Transfer Option Period, then the notice of its exercise shall fix a closing date for the purchase which shall be not earlier than ten (10) days nor more than sixty (60) days after the expiration of the Transfer Option Period.

If one or more Optionees do not exercise the option to purchase the entire Offered Interest prior to the expiration of the Transfer Option Period, the Transferring Member may transfer the entire Offered Interest; provided, however, that the transfer occurs on the terms stated in the original notice received by the Managers to the person or entity named therein and the transfer occurs within thirty (30) days following the expiration of the Transfer Option Period. If a transfer does not occur within the stated thirty (30) days, then the provisions of this Article must again be satisfied before the Transferring Member may transfer the Offered Interest.

8.4. Permitted Transfers. Notwithstanding the provisions of Sections 8.2 and 8.3, and subject to the limitations of Section 8.8, a Member may, without the vote of the Members, transfer all or any portion of his, her, or its Membership Interest to any of the following:

(a) another Member;

(b) an individual who is part of the Member's immediate family through marriage, birth or adoption (i.e., parent, spouse, sibling or lineal descendent);

(c) a trust established for the benefit of the Member or any one or more individuals who are part of his or her immediate family; or

(d) an affiliate of a Member (*i.e.*, an entity controlled by, or under common control with, the Member),

provided, however, that as a condition to any such transfer, the transferee shall execute and deliver to the Company such documents as may be reasonably required by the Company to confirm the agreement of the transferee to be bound by the provisions of this Agreement, and provided, further, that as a condition to any transfer under Section 8.4(b), (c), or (d), the Membership Interest held by such transferee shall become a non-voting Membership Interest and the transferee shall hold only the economic interest of such transferred Membership Interest. Notwithstanding the foregoing, if the Member transfers all or a portion of his, her, or its Membership Interest to a trust contemplated in Section 8.4(c) and such Member is the investment trustee or trustee of such trust or has the ability, in his, her, or its sole discretion, to direct certain actions of the trust, then such Membership Interests shall retain all rights and privileges, including any voting rights, if applicable, as were in place prior to such transfer; provided, however, that at such time as such Member ceases to serve as investment trustee or trustee or otherwise direct certain actions of the trust, then the provisions of the preceding sentence shall take effect.

8.5. Pledges. Nothing in this Article shall in any way limit or restrict the right of a Member to pledge a Membership Interest as security; provided, however, that any pledgee of a Membership Interest shall be subject to and shall comply with the provisions of Article 8 prior to selling or transferring the pledged Membership Interest to any person other than the pledgee or the pledgee's legal representatives, as pledgee. No pledgee may be admitted as a substitute Member absent the vote of a majority in interest of the remaining Members (other than the pledgor Member) and the vote of the Managers. Absent such a vote, the rights of the pledge and the pledgee's assign(s) shall be limited to those of dissociated Member pursuant to Article 9 below and Section 1583 of the Act.

8.6. Charging Orders. Notwithstanding anything to the contrary contained herein, a creditor of a Member, notwithstanding any judgment received in the creditor's favor with respect to any interest in the Company, except as set forth in this Section shall not acquire any rights of a Member or have the ability to be involved in the management of the Company or have the right to cause the dissolution and/or liquidation of the Company. The rights of such judgment creditor shall be expressly limited to the right to receive distributions, if any, made to the debtor Member with respect to such debtor Member's Membership Interest in accordance with this Agreement, up to the amount of the judgment against the debtor Member.

8.7. Precedence of Members Agreement. In the event that all of the Members enter into a separate agreement governing their respective rights and obligations with respect to the transfer of Membership Interests and such agreement conflicts with this Article, then such agreement shall supersede this Article to the extent necessary to eliminate any such conflict.

8.8. Effect of Transfer. Upon compliance with this Article and execution of such documents and instruments as may reasonably be required by the Company to effect such transfer and to confirm the agreement of the transferee to be bound by the provisions of this Agreement, a Member's transferee, personal representative, assignee, or other successor shall (a) be entitled to the economic benefits of the former Member, (b) succeed to the former Member's Capital Account, and (c) have all other rights of membership; provided, however, that subject to Section 12.11, any assignee or transferee pursuant to Section 8.4(b), (c), or (d) shall have no voting rights (other than a transferee contemplated in the last sentence of Section 8.4), and shall be entitled only to the former Member's economic benefits. If the transfer is triggered by an Event of Dissociation (as defined below) and there are no exercising Optionees, then the Transferring Member's successors and assigns shall automatically be entitled to all of the benefits of membership. In no event shall an Event of Dissociation cause the dissolution of the Company.

ARTICLE 9
DISSOCIATION OF MEMBERS

9.1. Events and Effect of Dissociation. Upon the occurrence of any of the events specified in Section 1582 of the Act (including, without limitation, voluntary dissociation, death, adjudication of incompetency, bankruptcy, insolvency, or dissolution) (each of such events, an "**Event of Dissociation**"), the dissociated Member shall be deemed a Transferring Member and the rights and obligations of the withdrawing Member shall be as specified in Article 8. Until the dissociated Member's Membership Interest is transferred to an Optionee during the Transfer Option Period or otherwise in accordance with Section 8.3, the dissociated Member's rights with respect to his, her or its Membership Interest shall be in accordance with Section 1583 of the Act.

9.2. No Voluntary Right to Dissociate. No Member may voluntarily dissociate from the Company without (a) the vote of the Managers, and (b) compliance with the provisions of Article 8. A Member shall be liable to the Company for damages for breach of this provision.

ARTICLE 10
ADDITIONAL MEMBERS OR MEMBERSHIP INTERESTS

10.1. Additional Members. Except upon the prior vote of the Managers and the prior vote of the Members, the Company shall not (a) admit any additional Members, or (b) reserve for issuance, authorize the issuance of, agree to issue, or issue (i) any additional Membership Interests, (ii) any security or debt convertible into or exchangeable for Membership Interests or (iii) any options, warrants, or rights to acquire Membership Interests. If the Company issues additional Membership Interests or any such other security, option, warrant, or right in a manner consistent with this Article, then the person so

acquiring same shall agree in writing, as a condition precedent to the issuance to him, her, or it of such Membership Interest, to be bound by all provisions of this Agreement.

ARTICLE 11
INDEMNIFICATION

11.1. Mandatory Indemnification. The Company shall, to the full extent of its power to do so under law, indemnify any person who was or is a Manager or officer of the Company or is or was serving at the request of the Company as a member, manager, director, officer, trustee, partner or fiduciary of another company, corporation, partnership, joint venture, trust, pension or other employee benefit plan or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid and actually and reasonably incurred by such person in the settlement of or in connection with any threatened, pending, or completed civil, criminal, investigative, or administrative suits, actions, or proceedings to which such person is or was a party or is or was threatened to be made a party because of or in connection with such person's service to or on behalf of this Company.

11.2. Elective Indemnification. The Company may, upon the vote of the disinterested Managers, indemnify any person, including without limitation, a Member, Manager, officer, employee, or agent of the Company, in any particular case, against reasonable expenses, including attorneys' fees, judgments, fines and amounts paid, if in their judgment such indemnification should be made. The determination that indemnification under this Section is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made by disinterested Managers or, if such Managers direct, by independent counsel or the Members all as provided by law; provided however, if a majority of the Managers has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall be made by special legal counsel agreed upon by the new Managers and the person seeking indemnification.

11.3. Exceptions. Notwithstanding anything in this Article to the contrary, (a) the Company shall not have the power to indemnify any person with respect to any claim, issue or matter asserted by or in the right of the Company as to which that person is finally adjudicated to be liable to the Company unless the court in which the action, suit or proceeding was brought shall determine that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for such amounts as the court shall deem reasonable; (b) no indemnification shall be provided to any person whose conduct shall have been finally adjudicated to have constituted fraud, bad faith, intentional misconduct or a material breach of this Agreement or, with respect to criminal proceedings, if such person is finally adjudicated to have committed a crime, an element of which is the reasonable cause to believe that such person's action was unlawful; and (b) the Company shall not indemnify any person in connection with a proceeding initiated by such person unless the proceeding was authorized by the Managers.

11.4. Expenses Paid in Advance. Any person eligible for indemnification under this Article shall in all cases be entitled to payment in advance for expenses, except that the Company shall not be required to advance such expenses to a person who is a party to an action, suit or proceeding brought by the Company and approved by the Managers that alleges willful misappropriation of company assets by such person, disclosure of confidential information in violation of such person's fiduciary or contractual obligations to the Company or any other willful and deliberate breach in bad faith of such person's duty to the Company or its members.

11.5. Scope and Application. It is intended that this Article be construed to maximize the indemnification of the persons covered hereby and shall inure to the benefit of the heirs and personal representatives of such persons. Indemnification under this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other agreement or

otherwise. The rights of indemnification under this Article are contract rights that may be enforced in any manner desired by such person and that may not be abridged or impaired in any manner.

11.6. Insurance. The Managers may cause the Company to purchase and maintain insurance on reasonable or market terms on behalf of any person who is or was a Manager, officer, Member, employee, or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, trustee or fiduciary of another company or corporation or as the Company's representative in a partnership, joint venture, trust, or other enterprise, against a liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Company would have the power to indemnify such person.

11.7. Vested Rights. Any amendment, modification or repeal of this Article shall not deny, diminish, or otherwise limit the rights of any person to indemnification or advance under this Article with respect to any action, suit, or proceeding arising out of any conduct, act, or omission occurring or allegedly occurring at any time prior to the date of such amendment, modification, or repeal.

ARTICLE 12
MISCELLANEOUS

12.1. Registered Agent and Office. The Company shall have the registered agent and office determined from time to time by the Managers and as reported on filings made with the Secretary of State of the State of Maine as required by the Act.

12.2. Ratification. All actions taken on behalf of the Company by the Organizer identified in the Company's Certificate of Formation, up to and including the date hereof, are hereby ratified, confirmed, and approved in all respects.

12.3. Accounting Period and Methods. The Company's accounting period shall be the calendar year. The Company's accounting methods shall be in accordance with generally accepted accounting principles.

12.4. Records. The Company shall maintain for inspection by the Members at all reasonable times complete and accurate books and records of the Company's affairs. At a minimum, the Company shall maintain copies of its Certificate of Formation and Limited Liability Company Agreement with all amendments, current and past lists of all Members and their addresses, tax returns, and financial statements for the past seven (7) years, consents or minutes of all meetings of the Managers and the Members, and all documents relative to any Member's obligation to contribute cash, property, or services.

12.5. Tax Audits. Unless the Company has made the Election (as defined below), the following provisions shall apply with regard to a federal (and where appropriate) any state tax audit. For purposes of this Section 12.5, unless otherwise specified, all references to provisions of the Code shall be to the provisions of Subchapter 63C of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-75 (the "**New Audit Rules**") as such provisions may be subsequently modified.

(a) *Partnership Representative*. Jason Smith shall be the Company's designated "partnership representative" within the meaning of Code Section 6223 (the "**Tax Representative**") with sole authority to act on behalf of the Company for purposes of the New Audit Rules and any comparable provisions of state or local income tax laws. If the individual selected to serve as the Tax Representative pursuant to this Section or any successor to him or her cannot serve as Tax Representative, then the Members shall vote to appoint a successor Tax Representative.

(b) *Election Out of New Audit Rules*. If the Company qualifies in any taxable year to elect out of the New Audit Rules pursuant to Code Section 6221(b) (or successor provision) with regard to any federal tax audit and other proceedings, then upon the consent of the Members, then the Tax Representative shall cause the Company to elect out of the New Audit Rules (the "**Election**"). The Company shall continue to elect out of the New Audit Rules for each successive tax period until the Members vote to terminate the Election. In the case that the Election is made, the Company shall be subject to the tax audit rules in place prior to January 1, 2018 with the Tax Matters Member named in Section 12.5(g). If the Election is not made, then the New Audit Rules shall apply.

(c) *Options Under the New Audit Rules*. If the Election is not made and the New Audit Rules apply and if any "partnership adjustment" (as defined in Code Section 6241(2)) is determined with respect to the Company, then the Tax Representative shall promptly notify the Members upon the receipt of a notice of final partnership adjustment and such notice shall request the Members to consent (within 30 days of receipt of the notice) to one of the following actions: (i) file a petition in Tax Court, (ii) cause the Company to pay the amount of any such adjustment under Code Section 6225, or (iii) to make the election under Code Section 6226 to "push out" the obligation to pay the amount of any such adjustment to the Members of the Company in the year under audit (the "**Push Out Election**").

(d) *Entity Level Payments Reducing the Tax Liability*. If any "partnership adjustment" is finally determined with respect to the Company and the Tax Representative has not caused the Company to make the Push Out Election, then (i) the Members shall take such actions requested by the Tax Representative, including filing amended tax returns and paying any tax due in accordance with Code Section 6225 (c)(2); (ii) the Tax Representative shall use commercially reasonable efforts to make any modifications available under Code Sections 6225(c)(3), (4) and (5) to reduce the tax liability; and (iii) any "imputed underpayment" (as determined in accordance with Code Section 6225) or partnership adjustment that does not give rise to an imputed underpayment shall be apportioned among the Members of the Company for the taxable year in which the adjustment is finalized in such manner as may be necessary (as determined by the Tax Representative in good faith) so that, to the maximum extent possible, the tax and economic consequences of the partnership adjustment and any associated interest and penalties are borne by the Members based upon their interests in the Company for the reviewed year.

(e) *Tiered Partnerships – Audit Adjustments From a Lower Tier*. If any subsidiary of the Company (i) pays any partnership adjustment under Code Section 6225; (ii) requires the Company to file an amended tax return and pay associated taxes to reduce the amount of a partnership adjustment imposed on the subsidiary, or (iii) makes the Push Out Election under Code Section 6226, the Tax Representative shall cause the Company to make the administrative adjustment request provided for in Code Section 6227 consistent with the principles and limitations set forth in Sections (c) and (d) above for partnership adjustments of the Company, and the Members shall take such actions reasonably requested by the Tax Representative in furtherance of such administrative adjustment request.

(f) *Survival of the Obligations of the Members*. The obligations of each Member or former Member under this Section shall survive the transfer or redemption by such Member of its Membership Interest and the termination of this Agreement or the dissolution of the Company.

(g) *Former Audit Rules*. For the audit of any tax return of the Company for which the Company has elected out of the New Audit Rules, Jason Smith shall serve as the "Tax Matters Member" pursuant to the Code and the Company shall be subject to the partnership tax audit rules under Subchapter 63C of the Code n effect prior to January 1, 2018. If the Tax Matters Member selected pursuant to this subsection or any successor to him or her is unable to serve as Tax Matters Member, then the Members shall vote to appoint a successor Tax Matters Member. The Tax Matters Member shall cause the Company to file all necessary tax or information returns and shall provide copies to the Members on a

timely basis. All elections permitted to be made for income tax purposes shall be made by the Tax Matters Member with the vote of the Members.

12.6. No Exclusive Duty. The Managers need not devote their full time and attention to the Business, but, subject to their duty of loyalty to the Company, may engage in other business ventures. Neither the Company nor any Member shall have any right to the profits derived from such other ventures, except to the extent that the Company or its Members may have an independent interest in such other ventures.

12.7. Notice. Any notice required under this Agreement shall be in writing and shall be deemed given when delivered in person or by fax, the next day after being sent by overnight delivery or three (3) days after being mailed, postage prepaid, by first-class U.S. mail, registered or certified, with return receipt requested, addressed to the Company at its principal office and to any Member as reflected in the record books of the Company.

12.8. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine without regard to conflicts of laws principles thereof.

12.9. Counterparts; Severability; Waiver; Binding Nature. This Agreement may be signed in several counterparts. The invalidity, unenforceability, or waiver of any provision of this Agreement shall not affect the other provisions of this Agreement. This Agreement is binding on the parties and their heirs, successors, and assigns.

12.10. Amendments. Except as otherwise provided in this Agreement, no amendment, modification, or supplement to this Agreement, the Company's Certificate of Formation, or the Company's Statement of Authority on file with the Maine Department of the Secretary of State, if applicable, will be effective unless it is in writing, identified as such amendment, modification, or supplement, and such amendment, modification, or supplement is approved upon the prior vote of the Managers and the prior unanimous vote of the Members. Any purported amendment, modification, or supplement to this Agreement in violation of this Section shall be null and void and of no force and effect whatsoever.

[*Signatures Page Follows.*]

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Limited Liability Company Agreement as of the Effective Date.

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:

By: _____
Name: Jason Smith
Title: Manager

MEMBERS:

DocuSigned by:
Lorelei Hilliker

_____
Name: Lorelei Hilliker

DocuSigned by:

_____
Name: Jason Smith

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Schedule A

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS

As of Effective Date

Member's Name and Address:	**Capital Contribution:**	**Membership Interest:**
Lorelei Hilliker 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Jason Smith 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Total	***$200.00***	***100.00%***

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Schedule B

RIVERBEND INVESTMENT PROPERTIES, LLC

MANAGERS AND OFFICERS

As of Effective Date

Manager's Name and Address:

Lorelei Hilliker
9 Pass Brook Road
Durham, ME 04222

Jason Smith
9 Pass Brook Road
Durham, ME 04222

Officer(s) Name and Address:

* The Managers have decided not to elect officers at this time.

Schedule C

RIVERBEND INVESTMENT PROPERTIES, LLC

COMPANY'S TAX RULES

Definitions

"**Deficit Capital Account**" means the deficit balance, if any, in a Member's Capital Account at the end of the tax year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amount which such Member is obligated to restore under § 1.704-1(b)(2)(ii)(c) of the Treasury Regulations, as well as any addition thereto pursuant to the next to last sentence of §§ 1.704-2(g)(1) and (i)(5) of the Treasury Regulations, after taking into account thereunder any changes during such year in partnership minimum gain attributable to any partner nonrecourse debt (as determined under § 1.704-2(i)(3) of the Treasury Regulations); and

(b) debit to such Capital Account the items described in §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Treasury Regulations.

This definition of Deficit Capital Account is intended to comply with the provisions of Treasury Regulations §§ 1.704-1(b)(2)(ii)(d) and 1.704-2 and will be interpreted consistently with those provisions.

"**Depreciation**" means for each tax year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such tax year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such tax year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such tax year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such tax year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Managers after consulting the tax advisors for the Company.

"**Gross Asset Value**" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the contributing Member and the other Members, provided that the initial Gross Asset Values of the assets contributed to the Company shall be as set forth on ***Schedule A.***

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Members as of the following times: (1) the acquisition of an additional interest by any new or existing Member in exchange for more than a *de minimis* contribution of property (including cash); (2) the distribution by the Company to a Member of more than a *de minimis* amount of property as consideration for a Membership Interest; (3) the issuance of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company and (4) the liquidation of the Company within the meaning of Regulations § 1.704-1(b)(2)(ii)(g); provided, however, that adjustments pursuant to clauses (1), (2) and (3) above shall

be made only if the Members reasonably determine that such adjustments are necessary or appropriate to reflect the relative interests of the Members in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Members; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code § 734(b) or Code § 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation § 1.704-1(b)(2)(iv)(m), the Capital Account rules hereunder and subparagraph (d) under the definition of Net Profits and Net Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Members determine that an adjustment pursuant to subparagraph (ii) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b) or (d) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"**Net Profits**" and "**Net Losses**" mean for each tax year of the Company an amount equal to the Company's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) in accordance with the accounting method and rules used by the Company and in accordance with § 703 of the Code with the following adjustments:

(a) any items of income, gain, loss and deduction allocated to Members pursuant to the Special Allocation Provisions hereunder shall not be taken into account in computing Net Profits or Net Losses for purposes of this Agreement;

(b) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be added to such taxable income or loss;

(c) any expenditure of the Company described in § 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss;

(d) in the event the Gross Asset Value of any Company asset is adjusted pursuant to clause (b) or (c) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(e) gain or loss resulting from any disposition of any Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such tax year; and (g) to the extent an adjustment to the adjusted tax basis of any Company asset

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pursuant to § 734(b) of the Code or § 743(b) of the Code is required pursuant to § 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses.

Maintenance of Capital Accounts

A separate Capital Account shall be maintained for each Member of the Company. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under § 752 of the Code); (3) allocations to such Member of Net Profits; (4) any items in the nature of income and gain which are specially allocated to the Member pursuant to the Special Allocation Rules hereunder; and (5) allocations to such Member of income described in § 705(a)(1)(B) of the Code. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under § 752 of the Code); (3) allocations to such Member of expenditures described in § 705(a)(2)(B) of the Code; (4) any items in the nature of deduction and loss that are specially allocated to the Member pursuant to the Special Allocation Rules hereunder and (5) allocations to the account of such Member of Net Losses.

The manner in which Capital Accounts are to be maintained pursuant to this Agreement is intended to comply with the requirements of § 704(b) of the Code and the Treasury Regulations promulgated thereunder. If in the opinion of the Company's accountants the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this ***Schedule C*** should be modified in order to comply with § 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in this Agreement, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members.

Regulatory and Special Allocation Provisions

If applicable, the following adjustments should be made to the allocation of Net Profits and Net Losses to the Members of the Company:

(a) In the event any Member unexpectedly receives any adjustments, allocations or distributions described in §§ 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations which create or increase a Deficit Capital Account of such Member, then items of Company income and gain (consisting of a pro rata portion of each item of Company income, including gross income and gain for such year and, if necessary, for subsequent years) shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Deficit Capital Account so created as quickly as possible. It is the intent that this subsection (a) be interpreted to comply with the alternate test for economic effect set forth in § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(b) In the event any Member would have a Deficit Capital Account at the end of any Company tax year which is in excess of the sum of any amount that such Member is obligated to restore to the Company under § 1.704-1(b)(2)(ii)(c) of the Treasury Regulations and such Member's share of minimum gain as defined in § 1.704-2(g)(1) of the Treasury Regulations (which is also treated as an

obligation to restore in accordance with § 1.704-1(b)(2)(ii)(d) of the Treasury Regulations), the Capital Account of such Member shall be specially allocated items of income (including gross income) and gain in the amount of such excess as quickly as possible.

(c) Notwithstanding any other provision of these Special Allocation Provisions, if there is a net decrease in the Company's minimum gain as defined in Treasury Regulations § 1.704-2(d) during a tax year of the Company, then, the Capital Accounts of each Member shall be allocated items of income (including gross income) and gain for such year (and if necessary for subsequent years) equal to that Member's share of the net decrease in Company minimum gain. This subsection (c) is intended to comply with the minimum gain charge-back requirement of § 1.704-2 of the Treasury Regulations and shall be interpreted consistently therewith. If in any tax year that the Company has a net decrease in the Company's minimum gain, if the minimum gain charge-back requirement would cause a distortion in the economic arrangement among the Members and it is not expected that the Company will have sufficient other income to correct that distortion, then the Members may in their discretion seek to have the Internal Revenue Service waive the minimum gain charge-back requirement in accordance with Treasury Regulation § 1.704-2(f)(4).

(d) Items of Company loss, deduction and expenditures described in § 705(a)(2)(B) which are attributable to any nonrecourse debt of the Company and are characterized as partner (Member) nonrecourse deductions under § 1.704-2(i) of the Treasury Regulations shall be allocated to the Members' Capital Accounts in accordance with said § 1.704-2(i) of the Treasury Regulations.

(e) Beginning in the first tax year in which there are allocations of "nonrecourse deductions" (as described in § 1.704-2(b) of the Treasury Regulations) such deductions shall be allocated to the Members in the same manner as Net Profits or Net Losses are allocated for such period.

(f) Any credit or charge to the Capital Accounts of the Members pursuant to subsections (a), (b), (c), (d) and/or (e) hereof shall be taken into account in computing subsequent allocations of profits and losses, so that the net amount of any items charged or credited to Capital Accounts pursuant to the Limited Liability Company Agreement and subsections (a), (b), (c), (d) and/or (e) shall to the extent possible, be equal to the net amount that would have been allocated to the Capital Account of each Member pursuant to the provisions of these Special Allocation Rules if the special allocations required by (a), (b), (c), (d) and/or (e) hereof had not occurred.

(g) In the event of a transfer of the Membership Interest of a Member during a tax year or other change in the membership interest of a Member during the year due to the purchase or sale by the Company of a Membership Interest from or to such Member, Net Profits and Net Losses for such year shall be allocated to the Members in accordance with § 706 of the Code and the Treasury Regulations promulgated thereunder so as to take into account their varying Membership Interests during the year. In the event of a transfer of a Membership Interest from a Member to another person who becomes a Member, upon the election of the transferor and the transferee and the vote of the Members, such allocation may be based on the actual Net Profits and Net Losses determined by closing the Company's books as of the date of the transfer.

Tax Allocations

If applicable, the following adjustments should be made to the allocation of Company's Tax Items to the Members of the Company:

(a) In accordance with § 704(c)(1)(A) of the Code and § 1.704-1(b)(2)(iv) of the Treasury Regulations, if a Member contributes property with a fair market value that differs from its

adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for federal income tax purposes (and not for Capital Account purposes), be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company and its fair market value at the time of contribution.

(b) Pursuant to § 704(c)(1)(B) of the Code, if any contributed property is distributed by the Company other than to the contributing Member within seven years of being contributed, then, except as provided in § 704(c)(2) of the Code, the contributing Member shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain or loss from the sale of such property in an amount equal to the gain or loss that would have been allocated to such Member under § 704(c)(1)(A) of the Code if the property had been sold at its fair market value at the time of the distribution.

(c) In the case of any distribution by the Company to a Member, such Member shall, solely for federal income tax purposes (and not for Capital Account purposes), be treated as recognizing gain in an amount equal to the lesser of:

(i) the excess (if any) of (A) the fair market value of the property (other than money) received in the distribution over (B) the adjusted basis of such Member's Membership Interest in the Company immediately before the distribution reduced (but not below zero) by the amount of money received in the distribution; or

(ii) the Net Pre-contribution Gain (as defined in § 737(b) of the Code) of the Member. The Net Pre-contribution Gain means the net gain (if any) which would have been recognized by the distributee Member under § 704(c)(1)(B) of the Code of all property which (1) had been contributed to the Company within seven years of the distribution, (2) is held by the Company immediately before the distribution and (3) had been distributed by the Company to another Member. If any portion of the property distributed consists of property which had been contributed by the distributee Member to the Company, then such property shall not be taken into account under this § (h) and shall not be taken into account in determining the amount of the Net Pre-contribution Gain. If the property distributed consists of an interest in another business entity, then the preceding sentence shall not apply to the extent that the value of such interest is attributable to the property contributed to such business entity after such interest had been contributed to the Company.

(d) All recapture of income tax deductions resulting from sale or disposition of Company property shall be allocated to the Member or Members to whom the deduction that gave rise to such recapture was allocated hereunder to the extent that such Member is allocated any gain from the sale or other disposition of such property.

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RIVERBEND INVESTMENT PROPERTIES, LLC

ACTIONS TAKEN BY WRITTEN CONSENT OF ORGANIZER WITHOUT MEETING

The undersigned, in his, her, or its capacity as organizer (the "**Organizer**") of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby takes the following actions to complete and perfect the organization of the Company.

NOW, THEREFORE, be it:

RESOLVED: That a limited liability company named "Riverbend Investment Properties, LLC" be formed under the Maine Limited Liability Company Act, 31 M.R.S. §§ 1501 *et seq.*, as amended, in accordance with that certain Certificate of Formation filed with the Maine Department of the Secretary of State on near or even date herewith; and

RESOLVED: That the initial Member(s) of the Company shall be as reflected in the Limited Liability Company Agreement of the Company executed by the Member(s), and that the Company be operated and managed as provided in such Limited Liability Company Agreement, as amended.

DATED: October 16, 2020.

By:_____
Name: John J. Moran
Title: Organizer

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RIVERBEND INVESTMENT PROPERTIES, LLC

ACTIONS TAKEN BY WRITTEN CONSENT OF MEMBERS WITHOUT MEETING

The undersigned, being all of the Members of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby consent to the taking of, and hereby take, the following actions without holding a meeting, such actions being stated in the form of, and to be as fully effective as if taken by, resolution of such Members at a meeting thereof duly called and held on the date hereof at which they were present and acting throughout:

NOW, THEREFORE, be it:

Membership Subscription

RESOLVED: That the offers of the persons listed in ***Schedule A*** attached hereto and incorporated herein by reference to purchase the Membership Interests, as defined in the Company's Limited Liability Company Agreement (the "**LLC Agreement**"), set forth across such persons' names in the table listed in ***Schedule A***, for the consideration listed in ***Schedule A***, be, and hereby are, accepted;

Limited Liability Company Agreement

RESOLVED: That the LLC Agreement in substantially the form enclosed with the records of the Company be, and hereby is, adopted and approved;

Managers; Authority

RESOLVED: That the following persons be, and hereby are, elected to serve as the initial Managers of the Company, and that any Manager of the Company be, and each acting singly hereby is, authorized and empowered to enter into agreements and otherwise bind and act on behalf of the Company in accordance with the LLC Agreement:

Lorelei Hilliker
Jason Smith

Bank Accounts

RESOLVED: That any Manager of the Company be, and each acting singly hereby is, authorized and empowered to open one or more bank accounts, for and on behalf of the Company, and that any form of banking resolution approved by any such Manager, if enclosed with the records of the Company, be, and hereby is, deemed to be adopted by the Manager(s) pursuant to this resolution with the same force and effect as if fully set forth herein, and any Manager may certify that any such resolution has been duly adopted by the Manager(s);

Omnibus Actions

RESOLVED: That any Manager of the Company be, and each acting singly or jointly with one or more Managers, hereby is, authorized and empowered to execute and deliver, for

and on behalf of the Company, such other agreements, documents, and instruments, and to take such further action, as such Manager may deem necessary or convenient to consummate the transactions contemplated by the foregoing resolutions, all in forms approved by such Manager, such approval to be evidenced conclusively by such Manager's execution and delivery thereof; and

RESOLVED: That all other actions taken by the Organizer or any Manager of the Company, for and on behalf of the Company, up to and including the date hereof, to give effect to the foregoing resolutions, be, and hereby are, ratified, confirmed, and approved in all respects.

EFFECTIVE DATE: _____ ____, 2020.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Actions Taken by Written Consent of Members without Meeting as of the Effective Date.

MEMBERS:

DocuSigned by:
Lorelei Hilliker
88582F39CC44410...

Name: Lorelei Hilliker

DocuSigned by:

Name: Jason Smith

Schedule A

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS

As of Effective Date

Member's Name and Address:	**Capital Contribution:**	**Membership Interest:**
Lorelei Hilliker 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Jason Smith 9 Pass Brook Road Durham, ME 04222	$100.00	50.00%
Total	***$200.00***	***100.00%***

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RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT

This MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT (this "**Agreement**") is made and entered into effective as of the Acceptance Date (as defined below), by and between RIVERBEND INVESTMENT PROPERTIES, LLC, a Maine limited liability company (the "**Company**"), and the undersigned (the "**Subscriber**").

1. Subscription Amount and Price. Subject to the terms and conditions set forth in this Agreement, Subscriber hereby irrevocably applies for the subscription of a fifty percent (50.00%) limited liability company membership interest in the Company (the "**Membership Interest**"). The consideration paid for the Membership Interest is One Hundred and 00/100 Dollars ($100.00) (the "**Subscription Amount**").

2. Representations. In connection with this Agreement and through the Subscriber's authorized representative(s), the Subscriber makes the following representations:

(a) *Full Understanding; Knowledgeable*. Subscriber fully understands the nature of the merits and risks involved in purchasing the Membership Interest and is qualified by the knowledge and experience of Subscriber's authorized representative(s) to evaluate investments of this type or has relied upon the advice of someone so qualified.

(b) *Information Provided; Risk*. Subscriber is satisfied that Subscriber has received information with respect to all matters which Subscriber considers material to Subscriber's decision in making this investment. Subscriber recognizes that an investment in the Membership Interest involves risk. Subscriber has had the opportunity to ask questions of and receive answers from the manager(s) and the member(s) of the Company concerning the status of the business of the Company and has had an opportunity to obtain such additional information as Subscriber deems necessary to verify the accuracy of information previously furnished about the Company and its business.

(c) *Not Disproportionate; Adequate Means*. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth, and Subscriber's investment in the Membership Interest will not cause Subscriber's overall commitment to become excessive. Subscriber has adequate means of providing for Subscriber's current needs and contingencies and has no need for liquidity in Subscriber's investment in the Membership Interest.

(d) *Lack of Liquidity; No Public Market*. Subscriber is aware of Subscriber's inability to liquidate readily Subscriber's investment in the event of an emergency and the fact that the Membership Interest being purchased by Subscriber may have to be held for an indefinite period of time. Subscriber recognizes that there will be no public market for the Membership Interest. Subscriber understands that the Membership Interest being purchased has not been registered under the Securities Act of 1933, as amended, or under the Securities Act of any state (the "**Acts**"), and Subscriber agrees not to make any sale, transfer, or other disposition of such Membership Interest unless registered under the Acts or an exemption from such registration is available. Subscriber understands that the Company has no intention of registering the Membership Interest under the Acts or supplying information necessary to enable Subscriber to make a sale of the Membership Interest under Rule 144 of the Securities Act of 1933.

(e) *Other Transfer Restrictions*. Subscriber is aware of, and agrees to abide by, the additional restrictions on the transferability and sale of the Membership Interest, which are more fully discussed in the Limited Liability Company Agreement of the Company.

(f) *Own Account*. This investment is made for Subscriber's own account and not for the account of others, and Subscriber has no present intention of reselling any Membership Interest that Subscriber may acquire.

(g) *Place of Business*. The Subscriber maintains Subscriber's primary residence in the State of Maine.

3. Payment. Contemporaneously with the execution of this Agreement, the Subscriber hereby agrees to tender the Subscription Amount to the Company as payment in full for the Membership Interest purchased hereby.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Membership Interest Subscription Agreement as of the Effective Date (as defined below).

SUBSCRIBER:

DocuSigned by:

_____

Name: Jason Smith

Residential Address: 9 Pass Brook Road
Durham, ME 04222

Effective Date: _____ ____, 2020.

The Company hereby accepts the above-referenced Membership Interest subscription from the Subscriber as of the Acceptance Date (as defined below).

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:

By: Lorelei Hilliker

Name: Lorelei Hilliker
Title: Manager

Acceptance Date: _____ ____, 2020.

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT

This MEMBERSHIP INTEREST SUBSCRIPTION AGREEMENT (this "**Agreement**") is made and entered into effective as of the Acceptance Date (as defined below), by and between RIVERBEND INVESTMENT PROPERTIES, LLC, a Maine limited liability company (the "**Company**"), and the undersigned (the "**Subscriber**").

1. Subscription Amount and Price. Subject to the terms and conditions set forth in this Agreement, Subscriber hereby irrevocably applies for the subscription of a fifty percent (50.00%) limited liability company membership interest in the Company (the "**Membership Interest**"). The consideration paid for the Membership Interest is One Hundred and 00/100 Dollars ($100.00) (the "**Subscription Amount**").

2. Representations. In connection with this Agreement and through the Subscriber's authorized representative(s), the Subscriber makes the following representations:

(a) *Full Understanding; Knowledgeable*. Subscriber fully understands the nature of the merits and risks involved in purchasing the Membership Interest and is qualified by the knowledge and experience of Subscriber's authorized representative(s) to evaluate investments of this type or has relied upon the advice of someone so qualified.

(b) *Information Provided; Risk*. Subscriber is satisfied that Subscriber has received information with respect to all matters which Subscriber considers material to Subscriber's decision in making this investment. Subscriber recognizes that an investment in the Membership Interest involves risk. Subscriber has had the opportunity to ask questions of and receive answers from the manager(s) and the member(s) of the Company concerning the status of the business of the Company and has had an opportunity to obtain such additional information as Subscriber deems necessary to verify the accuracy of information previously furnished about the Company and its business.

(c) *Not Disproportionate; Adequate Means*. Subscriber's overall commitment to investments which are not readily marketable is not disproportionate to Subscriber's net worth, and Subscriber's investment in the Membership Interest will not cause Subscriber's overall commitment to become excessive. Subscriber has adequate means of providing for Subscriber's current needs and contingencies and has no need for liquidity in Subscriber's investment in the Membership Interest.

(d) *Lack of Liquidity; No Public Market*. Subscriber is aware of Subscriber's inability to liquidate readily Subscriber's investment in the event of an emergency and the fact that the Membership Interest being purchased by Subscriber may have to be held for an indefinite period of time. Subscriber recognizes that there will be no public market for the Membership Interest. Subscriber understands that the Membership Interest being purchased has not been registered under the Securities Act of 1933, as amended, or under the Securities Act of any state (the "**Acts**"), and Subscriber agrees not to make any sale, transfer, or other disposition of such Membership Interest unless registered under the Acts or an exemption from such registration is available. Subscriber understands that the Company has no intention of registering the Membership Interest under the Acts or supplying information necessary to enable Subscriber to make a sale of the Membership Interest under Rule 144 of the Securities Act of 1933.

(e) *Other Transfer Restrictions*. Subscriber is aware of, and agrees to abide by, the additional restrictions on the transferability and sale of the Membership Interest, which are more fully discussed in the Limited Liability Company Agreement of the Company.

(f) *Own Account*. This investment is made for Subscriber's own account and not for the account of others, and Subscriber has no present intention of reselling any Membership Interest that Subscriber may acquire.

(g) *Place of Business*. The Subscriber maintains Subscriber's primary residence in the State of Maine.

3. Payment. Contemporaneously with the execution of this Agreement, the Subscriber hereby agrees to tender the Subscription Amount to the Company as payment in full for the Membership Interest purchased hereby.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Membership Interest Subscription Agreement as of the Effective Date (as defined below).

SUBSCRIBER:

DocuSigned by:
Lorilei Hilliker
88582F89CD44410...

Name: Lorilei Hilliker

Residential Address: 9 Pass Brook Road
Durham, ME 04222

Effective Date: _____, 2020.

The Company hereby accepts the above-referenced Membership Interest subscription from the Subscriber as of the Acceptance Date (as defined below).

COMPANY:

RIVERBEND INVESTMENT PROPERTIES, LLC

DocuSigned by:
By: _____
C85AC99D3...D4D0...
Name: Jason Smith
Title: Manager

Acceptance Date: _____, 2020.

DocuSign Envelope ID: 93DCF4C9-1523-4B74-8421-8019B3DC4B95

RIVERBEND INVESTMENT PROPERTIES, LLC

CONFIRMATION OF AUTHORIZATION TO OBTAIN EMPLOYER IDENTIFICATION NUMBER

The undersigned, in his, her, or its capacity as a Manager of Riverbend Investment Properties, LLC, a Maine limited liability company (the "**Company**"), hereby confirms on behalf of the Company that the law firm of Bernstein Shur is authorized to apply for, and receive, an Employer Identification Number ("**EIN**") on behalf of the Company and to answer any questions about the completion of the application form that is required for the issuance of such EIN.

DATED: _____ ____, 2020.

DocuSigned by:

_____
C25AC980E6FD4D0...

Name: Jason Smith, Manager of Riverbend Investment Properties, LLC

DLN: 1002140165860

QUITCLAIM DEED WITH COVENANT

LAROCHELLE PROPERTIES, LLC, a Maine limited liability company of Lisbon Falls, County of Androscoggin, State of Maine, for consideration paid, **grants** to **RIVERBEND INVESTMENT PROPERTIES, LLC**, a Maine limited liability company with a mailing address of 5 Canal Street, Lisbon Falls, ME 04252, with **quitclaim covenant** real property situated at **5 Canal Street, Lisbon Falls**, County of Androscoggin, State of Maine, bounded and described as follows:

A certain parcel of land with all improvements thereon, situated southwesterly of, but not adjacent to, Canal Street, in the village of Lisbon Falls, Town of Lisbon, Androscoggin County, State of Maine, described as follows:

Commencing at the intersection of the southwesterly right of way line of Canal Street with the northwesterly right of way line of Main Street as shown on a plan entitled "Plan of Proposed Location, Canal & Main Sts., Lisbon Falls, Lisbon, ME. Across Land Owned by J. P. Stevens & Co. Inc." dated January 26, 1960 and recorded in the Androscoggin County Registry of Deeds ("Registry") Plan Book 13, Page 700;

THENCE S 31° 25' 35" E along the southwesterly line of Canal Street a distance of 69.26 feet to a point which is on a line one foot northerly of and parallel with the exterior face of the northerly wall of Gate House No. 2 and which is also the northerly corner of land conveyed to Miller Hydro Group in a deed dated January 17, 2013, recorded in said Registry in Book 8593, Page 319;

THENCE S 58° 01' 46" W along a line one foot northerly of and parallel with the exterior face of the northerly wall of Gate House No. 2 and land of Miller Hydro Group a distance of 63.09 feet to the TRUE POINT OF BEGINNING of the parcel described herein;

THENCE continuing S 58° 01' 51" W along land of Miller Hydro Group a distance of 25.83 feet to a point;

THENCE S 31° 25' 30" E along land of Miller Hydro Group a distance of 40.11 feet to a point;

THENCE S 58°31'40" W along land of Miller Hydro Group a distance of 147.00 feet to a point on the northeasterly face of a concrete flood wall;

THENCE N 25°38'51" W along the northeasterly face of the concrete flood wall a distance of 105.02 feet to a corner in the flood wall;

THENCE N 56° 52' 58" E along the southerly face of the concrete flood wall a distance of 60.11 feet to a point;

THENCE S 37° 35' 18" E along the westerly face of the concrete flood wall a distance of 0.69 feet;

THENCE N 56° 13' 39" E along the southerly face of the concrete flood wall a distance of 10.80 feet to the southwesterly face of the office building;

THENCE N 33° 46' 21" W along the exterior face of the southwesterly wall of the office building a distance of 6.75 feet;

THENCE N 56° 21' 30" E along the exterior face of the northwesterly wall of the office building a distance of 55.30 feet to the canal side face of the westerly canal wall beneath said office building;

THENCE S 76° 47' 20" E along the canal face of the westerly canal retaining wall a distance of 47.04 feet to the northerly face of the northerly bridge wall for the bridge crossing said canal from Canal Street;

THENCE S 36° 20' 50" E a distance of 32.11 feet to the prolongation northwesterly of a line which is one foot westerly of and parallel with the exterior face of the westerly wall of Gate House No. 2;

THENCE S 31° 59' 40" E along the line which is one foot westerly of and parallel with the exterior face of the westerly wall of Gate House No. 2 a distance of 9.38 feet to the point of beginning.

The above described parcel of land contains 16,720 square feet, more or less.

This being a portion of the premises conveyed to LaRochelle Properties, LLC by Trustee's Deed, dated June 17, 2019, recorded in said Registry in Book 10157, Page 18.

Reference is also made to a plan entitled "Plan of Land Title Survey, Record Owner: Miller Hydro Group, Canal St., Newall Brook Rd. & Pinkham Brook Rd.,

Lisbon & Durham" dated April 6, 2015 and revised through April 9, 2015 by Wright-Pierce and recorded in said Registry in Plan Book 50, Page 200.

This property is conveyed together with the right and easement to use certain cross-hatched areas shown on a "Plan of Property, Worumbo Project, Lisbon Falls, Lisbon, ME" sheets 1, 2, and 3 dated December 20, 1996 and revised through January 13, 1997 prepared by Wright-Pierce for Miller Hydro Group and recorded in said Registry in Plan Book 39, Pages 103, 104, and 105 (the "1997 Plans") for ingress and egress and utilities, in common with grantor and others, being the areas labeled "Upstream Bridge" and "Bridge" (also known as the "Downstream Bridge" at the southern end of the canal), and "Ingress and Egress Easement to be conveyed to Miller Hydro Group" (hereafter the "22-foot Wide Ingress and Egress Easement") as further described in a Corrective and Confirmatory Easement Indenture by and between Miller Industries, Inc. and Miller Hydro Group dated January 6, 2015, recorded said Registry in Book 9069, Page 1.

This property is conveyed together with the right to use the Easement for Designated Portion of Office Building depicted on the 1997 Plans for support including the right to access the outside of the Office Building for construction, maintenance and repair of said Office Building as further described in said Corrective and Confirmatory Easement Indenture.

This property is subject to the rights of Miller Hydro Group in and to those cross hatched areas depicted on the 1997 Plans as "Access Easement to be granted to Miller Hydro Group", "Ingress and Egress Easement to be Conveyed to Miller Hydro Group", and "Electrical, Telephone, and Utility Easements to be Conveyed to Miller Hydro Group."

This property is subject to an access and temporary storage easement granted by Miller Industries, Inc. to Miller Hydro Group as described in a deed dated January 9, 2014, recorded in said Registry in Book 9069, Page 5.

This property is further subject to a "Proposed Access Easement Over the Existing Driveway", "Proposed 25' x 35' Access Easement", and "Proposed 20' Wide Access Easement" all as described or shown in the deed to Larochelle Properties, LLC, cited above.

RESERVING rights to Larochelle Properties, LLC, its successors or assigns, to install, maintain, repair and replace a sanitary sewer line connecting real estate at 7 and 27 Canal Street to the municipal sewerage system for the Town of Lisbon, the location of which sewer line will be established by instrument to be recorded in said Registry of Deeds.

Being a portion of the property described in a deed from Nathan R. Hull, Chapter 7 Bankruptcy Trustee of Miller Industries, Inc. to LaRochelle Properties, LLC, dated June 17, 2019, recorded in Androscoggin County Registry of Deeds in Book 10157 Page 18.

IN WITNESS WHEREOF, **Larochelle Properties, LLC**, has caused this instrument to signed and sealed by Fernand M. Larochelle, Jr., its Member, thereunto duly authorized, as of this 4th day of October, 2021.

LAROCHELLE PROPERTIES, LLC

Witness

By _____
Fernand M. Larochelle, Jr., its Member

STATE OF MAINE
ANDROSCOGGIN, SS.

October 4, 2021

Then personally appeared before me the above-named Fernand M. Larochelle, Jr. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said company.

_____
Attorney-at-Law ~~Notary Public~~

Printed Name: Richard L. Trafton

Maine Real Estate Transfer Tax Paid
TINA M. CHOUINARD, REGISTER
ANDROSCOGGIN COUNTY MAINE E-RECORDED

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-031)** Authorize the Town Manager to Sign a Contract with Water Quality Maine for Interim Sewer Superintendent Services
Date: February 18, 2025

Summary
The current Sewer Superintendent will be departing employment with the Town on February 20, 2025. This agenda item seeks approval of a professional services contract with Chuck Applebee of Water Quality Maine to serve as Interim Sewer Superintendent for the Wastewater Treatment Plant at a rate of $100 per hour until a permanent replacement is hired.

Recommendation

Attachments
1. townoflisbonwwtfproposal 2-12-25

CONTRACT PROPOSAL

FOR

WASTEWATER SYSTEM MANAGEMENT SERVICES

PROVIDED TO

MR. GLENN MICHALOWSKI
TOWN OF LISBON (TOL)
300 LISBON STREET
LISBON ME 04250

2/13/2025

WATER QUALITY & COMPLIANCE SERVICES INC. (WQCSI)

47 Gardiner Road
Wiscasset, Maine 04578

GENERAL INFORMATION

Employees of Water Quality and Compliance Services & Certification Status

Charles Applebee

State of Maine Wastewater Operator Grade V

Chris Higgins

State of Maine Wastewater Operator Grade V

Dale Clark

State of Maine Wastewater Operator Grade V

Nick Archer

State of Maine Wastewater Operator Grade V

MULTIPLE OTHER CERTIFIED - Wastewater Staff

Physical Location(s) of Water/Wastewater Facility

3 Summer Street, Lisbon Falls Me 04250

Systems

Wastewater Treatment, Pump Stations and Collection Systems

TERM

The start date of this agreement begins upon execution of this contract and will be remain in force until either party gives a 30 day notice to discontinue.

The Town of Lisbon and Water Quality Compliance Services Inc. will agree on a mutual start date.

The TOWN OF LISBONWWTF (TOL WWTF) authorizes this contract based on a monthly or more basis beginning on the contract signing date.

Water Quality & Compliance Services Inc. reserves the right to terminate this contract

immediately should the TOWN OF LISBON WWTF (TOL WWTF) or their representatives decide not implement all operating and maintenance recommendations made by Water Quality and Compliance Services Inc. that regard to complying with USEPA and Maine Department of Environmental Protection rules and regulations.

Either party may terminate this contract with a 30 day notice.

The provisions of the section labeled **Title** and **Indemnification** of this Agreement will survive the termination of this Agreement without regard to the reason for termination.

SERVICES TO BE PROVIDED

The purpose of this work is to provide signature authority, managerial oversight, employee supervision, management of all aspects of the (TOL WWTF) wastewater system including corresponding and reporting to the Maine Dept. of Environmental Protection and EPA as needed to operate the (TOL WWTF) Wastewater System within compliance requirements. The goal of this work is to ensure that proper management is provided, ensure that operations and maintenance are in a manner that are compliant with all federal, state and local laws, as amended from time to time.

Water Quality & Compliance Services (WQCS) Services to be provided

Through its employees and or subcontractors WQCS will provide the following services:

1. **Provide general oversight** and act as the ***superintendent*** of the (TOL WWTF) Treatment System.
    a. Report directly to the City Manager.
    b. Act as the signatory regarding NETDMR and MDEP, EPA.
    c. The collection piping and pump stations.
    d. Provide general oversight of the (TOL WWTF) treatment plant as needed.
    e. Visit the facility at least as required and determined to supervise staff, maintain compliance, inspect the wastewater treatment system and pump stations maintained by (TOL WWTF) and discuss all irregularities with (TOL WWTF) personnel.
    f. Talk with employees as needed to discuss operational problems and be available by phone or when necessary be on site in the event of an emergency.
    g. Review the O&M manual annually and prepare monthly reports required by the regulatory agencies and submit copies to (TOL WWTF).
    h. It is understood that the Operations and Maintenance Manual will be up to date as upon contract signing.
    i. Assist (TOL WWTF) with any operational information necessary to file to renew its MEPDES permit.
    j. Represent the (TOL WWTF) to outside agencies such as the Maine Dept. of

Environmental Protection, EPA and others as needed

k. Operate as the designated signature for the (TOL WWTF) for reporting purposes such as NETDMR etc.
l. Attend either physically or virtual, oversee and coordinate needed meetings as needed to properly operate the treatment plant

2. **Staff Support**
   a. All (TOL WWTF) wastewater staff will report to the WQCSI
   b. (TOL WWTF) will support, encourage and work with staff to excel in the wastewater field
   c. Ensure that compliance testing and sampling are conducted
   d. Make process adjustments on plant operations as needed

3. Reports
   a. Complete NETDMR and other documents required of the (TOL WWTF) regarding the wastewater plant and submit to MDEP and (TOL WWTF)

4. Plant Review
   a. Review plant operations
   b. Make operational control recommendations
   c. Complete and submit monthly NETDMR, and needed attachments

5. **Contact Information**
   a. Will provide a phone numbers for immediate needs.

6. Chain of Command
   a. All day to day wastewater decisions will be made through Water Quality & Compliance Inc. including process control
   b. Current employees will continue to provide support under the direction of Water Quality & Compliance Services Inc. in plant operations and maintenance
   c. Current employees will remain as employees of the (TOL WWTF) and will maintain emergency after hour response to emergency calls.
   d. Lab work will be conducted under the direction of Water Quality & Compliance Services Inc.
   e. Record keeping including, NETDMR and any needed DIR's will be completed under the supervision of Water Quality & Compliance Services Inc.
   f. Onsite operations will be conducted by the existing (TOL WWTF) Staff under the direction of Water Quality & Compliance Services Inc. supplemented by Water Quality & Compliance Services Staff as needed.
   g. Final operational decisions are the responsibility of Water Quality & Compliance Services Inc. and (TOL WWTF) Staff will consult with Water Quality & Compliance Services prior to any operational changes
   h. Any documents including operational documents such as SOP's lab procedures will be reviewed and changed as necessary only under the direction of Water Quality & Compliance Services Inc.
   i. Process Control decisions are under the control of Water Quality & Compliance Services Inc.
   j. Personnel issues will be handled by (TOL WWTF) City Manager upon recommendation of WQCSI.

7. **Other Tasks**
    a. Attend Needed Meetings as required
    b. As required by and assigned by the (TOL WWTF) City Manager
    c. When needed work with the (TOL WWTF) engineers to move authorized projects forward.

TOWN OF LISBON WWTF (TOL WWTF)

Being the responsible party(ies) (owner) for the Wastewater Facilities will commit the necessary manpower, funding and encouragement to meet the goals of this agreement as outlined in "Services to be Provided"; and to meet or exceed compliance with all state, federal and local regulations as amended from time to time including the list below.

1. Notify, direct and support all wastewater management activities through Water Quality and Compliance Services Inc.
2. Maintain compliance with all State and Federal Regulations.
3. Support all efforts to achieve and maintain compliance in cost affective manners.
4. Make arrangements for payment for services provided by Water Quality & Compliance Services Inc.
5. Maintain all treatment systems and the collection system.
6. Support needed safety training and professional development training for the staff, may include safety training and or operator training as mutually agreed to with the (TOL WWTF) and the City Manager.

COMPENSATION

The regular wastewater treatment Superintendent services/duties including NETDMR monthly reporting will be charged at $100 dollars per hour, including travel time, plus the federal mileage rate and any expenses.

A monthly minimum of $1500 dollars will apply for signatory responsibilities. ***Only in the case of hours that are not greater than $1500 total and signatory is required.***

Any additional services approved by (TOL WWTF) **will** be compensated at the hourly rate of $100 dollars per hour plus the federal mileage rate and expenses to include mileage, travel time, time on site, time on behave of (TOL WWTF) offsite, lodging and meals if needed etc.

Other service, materials and supplies will be billed to (TOL WWTF).

Invoices for services are due upon receipt by the client or their representative, agent or employees. All outstanding balances in excess of thirty days of the date of the invoice shall be charged a finance charge of 1.5% per month.

(TOL WWTF) will compensate Water Quality & Compliance Services for all costs and legal fees incurred by Water Quality & Compliance Services in the collection of any compensation

and / or interest owed under this contract.

INSURANCE

See bid copy attached

TITLE

Title to all wastewater equipment shall remain with the (TOL WWTF). System Maintenance, System Upgrades, and all costs of operation, breakdown and repair will be at the expense of the (TOL WWTF).

All contaminants requiring treatment will be the responsibility of the (TOL WWTF).

INDEMNIFICATION

Water Quality & Compliance Services agrees, for itself, its successors, and assigns, to defend, indemnify, and hold harmless the ((TOL WWTF)), any shareholders, officers, directors, and employees from and against any and all loss, suit, damages, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising from the Water Quality & Compliance Services handling of the water treatment system, treatment chemicals/equipment, to the extent said loss, damage, suits, penalties, costs, liabilities, expenses, claims, and/or actions result from the negligence or willful misconduct of the Water Quality & Compliance Services or the Water Quality & Compliance Services breach of the terms and conditions of this Agreement.

((TOL WWTF)), hereby agrees for itself, its successors, and assigns, to indemnify and hold harmless Water Quality & Compliance Services, its shareholders, officers, directors, and employees from and against any and all loss, damage, suits, penalties, costs, liabilities, expenses, claims, and actions (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of, or damage to, property, including the Water System's property, and injuries to, or death of persons, including Water Quality & Compliance Services employees, to the extent caused by, or resulting, from, the Water System's (i) negligence or willful misconduct; or (ii) any other breach of the conditions of this Agreement.

TRANSFERABILITY

This agreement is transferable to the successors and / or assigns of Water Quality & Compliance Services Inc.

ENTIRE AGREEMENT

This agreement constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understanding, and agreements, either written

or oral, with respect to the subject matter hereof.

This agreement will not be effective unless in writing and signed by both parties. Executed as of the day and year last written below.

Water Quality & Compliance Services Inc. **Town of Lisbon**

By:_____ **By:**_____
signature **signature**

Name_____ **By:**_____
print **Print**

Title_____ **By:**_____
print **Print**

Date:_____ Date:_____