AGENDA
COUNCIL MEETING
December 3, 2024
LISBON TOWN OFFICE
7:00 PM MEETING

1. CALL TO ORDER & PLEDGE TO FLAG
2. INAUGURATION OF ELECTED OFFICIALS & COUNCIL ORGANIZATION
   - A. Swearing in of Elected Officials
   - B. **(2024-186)** Election of Council Chairperson
   - C. **(2024-187)** Election of Council Vice Chairperson
   - D. **(2024-188)** Recess
3. ROLL CALL

   Jeremy Barnard
   Christopher Camire
   Nicholas Craig
   Norm Albert
   Jo-Jean Keller
   Fern Larochelle
   Mark Lunt
4. EXECUTIVE SESSION
5. GOOD NEWS & RECOGNITION
   - A. Proclamation Recognizing Election Workers
   - B. Recognition of Sue Clemens-Dallaire
6. PUBLIC HEARINGS
   - A. East Coast Cure Medical Marijuana Retail Store License
   - B. River Driver Adult Use Marijuana Manufacturing License
7. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
8. CONSENT AGENDA
   - A. **(2024-189)** *Consent Agenda Items*
     1. Waive the Special Event Fee for Merry Main Street on basis of Discover Lisbon's Non-Profit Status
     2. Approve Medical Marijuana Retail Store License for East Coast Cure
     3. Approve Adult Use Marijuana Manufacturing License for River Driver
     4. Approval of Municipal Accounts Payable of $160,991.63, Municipal Payroll of $475,052.80, School Accounts Payable of $277,649.72, and School Payroll of $400,069.74
9. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
   - A. **(2024-190)** Approve Annual Salary Adjustment for Town Manager
   - B. **(2024-191)** Motion to Authorize Sale of 430 Ridge Rd., Lisbon, and Associated Agreements

C. **(2024-192)** Acceptance of $6,500 Donation from American Legion Post 158 and Establishment of Special Revenue Account for Ice Skating Rink at Graziano Square

10. OTHER BUSINESS
    A. Council Committee Reports:
        1. School Committee
        2. Planning Board
        3. Lisbon Development Committee
        4. Conservation Commission
        5. Parks & Recreation Committee
        6. County Budget Committee
        7. Library Governing Board
        8. Water Commission
        9. Finance Committee
    B. Town Manager's Report
    C. Council Goals
11. APPOINTMENTS
    A. **(2024-193)** Confirm Appointment of Liza Kimball from Associate Planning Board Member to Planning Board Member
12. COUNCIL COMMUNICATIONS
13. AUDIENCE PARTICIPATION & RESPONSE TO NEW ITEMS
14. ADJOURNMENT

Proclamation

Honoring the Election Clerks of Lisbon, Maine

Whereas, the Election Clerks of Lisbon have worked diligently to facilitate elections;

Whereas, the Election Clerks of Lisbon, including many with experience and many stepping up for the first time, play a critical role in ensuring the integrity of the ballot;

Whereas, the Election Clerks of Lisbon work long hours to ensure that every Lisbon resident has the opportunity to cast their ballot safely and securely;

Whereas, the Election Clerks of Lisbon, working alongside the municipal staff, work to safeguard the process of facilitating elections;

Whereas, the Election Clerks of Lisbon work enthusiastically and tirelessly to facilitate a smooth electoral process;

Whereas, the Election Clerks of Lisbon empower our community and uphold the values of democracy;

Now, Therefore, We, the Town Council of Lisbon, do hereby honor and recognize the Election Clerks of the Lisbon, Maine for their dedication, integrity and commitment to ensuring fair and transparent elections.

Names:

Dated: December 3, 2024

_____
Jeremy Barnard

_____
Christopher Camire

_____
Nicholas Craig

_____
Norm Albert

_____
Jo-Jean Keller

_____
Fern Larochelle

_____
Mark Lunt

A True Copy,

Attest: _____
Rebecca Taylor-Chase, Town Clerk

Certificate of Appreciation

In Recognition of
Sue Clemens-Dallaire
for her contributions as the Town of Lisbon's Elections Administrator

To commemorate the exceptional dedication and selfless service that she provided to this town for the November 5, 2024 State and Municipal elections, the Town of Lisbon would like to formally thank Sue for coming out of retirement to assist our town during a critical staffing crisis. As our Elections Administrator, her expertise, commitment, and willingness to step forward in such a pivotal moment exemplify the spirit of public service and a profound dedication to democracy. Her efforts have not only ensured a fair and smooth electoral process, but have also inspired those around her. With sincerest gratitude, the town thanks Sue for her invaluable contribution to our community.

Dated this 3rd day of December, 2024

Dated: December 3, 2024

Lisbon Town Council

Normand Albert	Nicholas Craig
Jeremy Barnard	Jo-Jean Keller
Christopher Camire	Fern Larochelle
	Mark Lunt

A true Copy,

Attest: _____
Rebecca Taylor-Chase, ***Town Clerk***

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

JUL 7 2014

DEPARTMENT OF THE TREASURY

Date: JUN 30 2014

POSITIVE CHANGE LISBON
C/O SHANE T WRIGHT
PO BOX 891
LEWISTON, ME 04243-0891

Employer Identification Number:
46-1304390
DLN:
17053121337033
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
October 9, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947

Agenda Date: 12/3/2024

Municipal Accounts Payable

Date	Amount	Check Run
11/20/2024	151,007.50	11192024
11/25/2024	9,984.13	11252024
Total	160,991.63	

Municipal Payroll

Date	Amount	Reference
11/14/2024	25,572.06	payroll to be reimbursed by Lisbon Water Department
11/14/2024	205,705.99	town payroll
11/27/2024	31,779.71	payroll to be reimbursed by Lisbon Water Department
11/27/2024	210,812.40	town payroll
11/27/2024	1,182.64	payroll correction
Total	475,052.80	

School Accounts Payable

Date	Amount	Voucher Number
11/19/2024	277,649.72	2510
Total	277,649.72	

School Payroll

Date	Amount	Voucher Number
11/15/2024	313.27	1052
11/15/2024	16,681.54	1051
11/15/2024	268,137.39	1056
11/15/2024	113,786.32	1053
11/15/2024	255.90	1055
11/15/2024	895.32	1054
Total	400,069.74	

Town of Lisbon

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

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2024-190)** Approve Annual Salary Adjustment for Town Manager
Date: December 3, 2024

Summary
The council proposes a salary adjustment for the Town Manager, increasing from Grade N, Step 1 to Grade N, Step 3, retroactive to the employment anniversary date of October 17, 2024.

Recommendation

Attachments
1. Copy of FY25 Wage Scale FINAL

Town of Lisbon Non-Union Pay Scale FY2025 (Proposed)

	Steps							
Grade	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
A	$ 14.50	$ 15.23	$ 15.99	$ 16.79	$ 17.63	$ 18.51	$ 19.44	$ 20.41
B	$ 15.95	$ 16.75	$ 17.59	$ 18.47	$ 19.39	$ 20.36	$ 21.38	$ 22.45
C	$ 17.55	$ 18.43	$ 19.35	$ 20.32	$ 21.33	$ 22.40	$ 23.52	$ 24.69
D	$ 19.30	$ 20.27	$ 21.28	$ 22.35	$ 23.46	$ 24.64	$ 25.87	$ 27.16
E	$ 21.23	$ 22.30	$ 23.41	$ 24.58	$ 25.81	$ 27.10	$ 28.46	$ 29.88
F	$ 23.36	$ 24.53	$ 25.75	$ 27.04	$ 28.39	$ 29.81	$ 31.30	$ 32.87
G	$ 25.69	$ 26.98	$ 28.33	$ 29.74	$ 31.23	$ 32.79	$ 34.43	$ 36.15
H	$ 28.26	$ 29.68	$ 31.16	$ 32.72	$ 34.35	$ 36.07	$ 37.88	$ 39.77
I	$ 31.09	$ 32.64	$ 34.28	$ 35.99	$ 37.79	$ 39.68	$ 41.66	$ 43.75
J	$ 34.20	$ 35.91	$ 37.70	$ 39.59	$ 41.57	$ 43.65	$ 45.83	$ 48.12
K	$ 37.62	$ 39.50	$ 41.47	$ 43.55	$ 45.73	$ 48.01	$ 50.41	$ 52.93
L	$ 41.38	$ 43.45	$ 45.62	$ 47.90	$ 50.30	$ 52.81	$ 55.45	$ 58.23
M	$ 45.52	$ 47.79	$ 50.18	$ 52.69	$ 55.33	$ 58.10	$ 61.00	$ 64.05
N	$ 54.47	$ 57.19	$ 60.05	$ 63.06	$ 66.21	$ 69.52	$ 73.00	$ 76.64

State minimum wage effective 1/1/24 is $14.15; estimated it will go up 2.5% effective 1/1/25 to $14.6
All grades and steps would be increased by cola each year equivalent to State of Maine minimum wage
Each step is merit based only (see attached guide) and increases 5% per step
Each grade is based on job responsibility and MMA annual salary survey
Each grade increases by 10%
Must ensure that all positions are listed on grade schedule
Stipends not included in base pay, applied after base pay calculated (applied under differet codes). Me
This scale has a 2.5% COLA added effective 7/1/24 to 6/30/25
Sewer and FD certifications not included in base pay

9
$ 21.43
$ 23.57
$ 25.93
$ 28.52
$ 31.37
$ 34.51
$ 37.96
$ 41.76
$ 45.93
$ 50.53
$ 55.58
$ 61.14
$ 67.25
$ 80.48

4 based on last 12 months of CPI-W Northeast Region
e increase

rit is calculated at base pay only

New Grade	Lisbon Job Title
A	Before/After School Aides
B	Custodian (P/T) Library/MTM Custodian
C	After School Coordinator Before School Coordinator Laborer- Parks Library Aide (PT) Library/Circulation Aide (PT) Office Assistant Senior Coordinator Transfer Station Attendant (PT)
D	Accounts Payable Clerk Administrative Assistant - Parks & Rec Administrative Assistant - Public Works Administrative Assistant – Codes Administrative Assistant – Police (PT) Bus Driver Parks Maintenance Supervisor Collections Clerk I Assistant Town Clerk Moxie Coordinator
E	Animal Control Officer Collections/Sewer Billing Clerk Collections Clerk II Deputy Town Clerk Adult + Interlibrary Loan Services Assistant Cataloguer Technical Services Wastewater TP Operator
F	Electrical Inspector Community Development Specialist Finance Specialist Children's Librarian Firefighter EMT (FT)*
G	Administrative Assistant - Police Administrative Assistant - Town Manager Assessor's Agent / GA Coordinator Assistant Director - Parks & Rec Tax Collector Operations Manager - Transfer Station Maintenance Manager – Public Works Assistant Director - Library Wastewater TP Lab Tech
H	Firefighter Supervisor (FT) Treatment Plant Maintenance Supervisor
I	Assessor / GA Administrator Code Enforcement Officer Director – Library Town Clerk Treatment Plant Operations Manager
J	Director - Parks & Rec
K	Economic Development Director Planner Human Resources Director
L	Chief - Fire Lieutenant - PD** Director - Public Works Treatment Plant Superintendent
M	Assistant Town Manager Chief-Police Finance Director
N	Town Manager

***$0.87 increase in hourly wage upon completion of AEMT certification**

**** A union seageant position promoted to Lieutenant would start at Grade L at the next highest step from their current wage of the Town's non-union payscale.**

Community Development Specialist - Proposed and will be considered by Council at an upcoming meeting. Only very limited hours will be Town funded if approved. The remaining funds will be grant funded. Grade F, step 1

Town of Lisbon

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

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2024-191)** Motion to Authorize Sale of 430 Ridge Rd., Lisbon, and Associated Agreements
Date: December 3, 2024

Summary

I have outlined a summary of the history on this property as concisely as I can to provide context for the recommended order.

- The property is in the early stages of disposition following foreclosure.
- Outstanding taxes and fees total $6,661.12, including amounts from six fiscal years.
- Further actions, including broker appointment and compliance with distribution requirements for excess proceeds, will require council direction.

- **Tax Lien Timeline**
  - *FY20* - Lien recorded June 19, 2020. Foreclosed January 1, 2022.
  - *FY21* - Lien recorded June 16, 2021. Foreclosure notice sent November 8, 2022.
  - *FY22* - Lien recorded June 24, 2022. Foreclosure notice sent January 16, 2024.
  - *FY23* - Lien recorded June 16, 2023. Foreclosure notice anticipated December 2024.
  - *FY24* - Lien recorded June 18, 2024. Foreclosure notice anticipated November 2025.

  Upcoming Actions
  - February 10, 2025: Property eligible for listing by broker (Council to appoint).
  - February 10, 2026: If unsold, Town may pursue alternate disposal methods.

Amounts Owed to the Town of Lisbon (as of FY25)

Fiscal Year	Amount Due
FY20	$598.03
FY21	$1,509.26
FY22	$1,273.30
FY23	$1,161.74
FY24	$1,216.95

FY25	$901.84
Total	**$6,661.12**

The joint sale is necessary due to the shared ownership of the lot and the nonconforming status of one of the parcels. By proceeding with a joint sale, we can facilitate the quitclaiming of both parcels to a prospective new owner in a single transaction.

Recommendation

Recommend council make the motion to sell 430 Ridge Rd, Lisbon using the sales process detailed in section 943-C, of title 36, of the Maine Revised Statutes; and move that the Town enter into an Agreement with the Town of Sabattus regarding the sale of such property; and move that the Town enter into a Real Estate Broker Services Agreement with Haggerty Realty regarding such sale; and move that the Town Manager have authority to enter into such agreements and to act accordingly on behalf of and as designated by the Town Council to complete such sale.

Attachments

1. 2024-11-05 Real Estate Broker Services Agreement - 430 Ridge - KMC v2
2. 2024-11-05 Real Estate Broker Services Agreement - 430 Ridge - KMC v2

REAL ESTATE BROKER SERVICES AGREEMENT

This Real Estate Broker Services Agreement (the "Agreement") is made by and between the Town of Lisbon, Maine, a municipal corporation with an address of 300 Lisbon Street, Maine 04250, the Town of Sabattus, a municipal corporation with an address of 190 Middle Road, Sabattus, Maine 04280 (collectively, the "Towns") and Haggerty Realty, a licensed Maine real estate broker with an address of 353 Lisbon Street, Lisbon, ME 04250 (the "Broker" and collectively, with the Towns, the "Parties").

WHEREAS, the Towns have taken title through foreclosure of tax lien mortgages on the property described in a deed recorded in the Androscoggin County Registry of Deeds at Book 4645, Page 1, with a portion located in the Town of Lisbon known as 430 Ridge Road, Tax Map R09, Lot 14, and a portion located in the Town of Sabattus known as 921 Middle Road, Tax Map 2, Lot 26 (collectively "the Property");

WHEREAS, 36 M.R.S.A. §943-C requires the Towns to attempt to dispose of such Property through a real estate broker licensed to practice in Maine;

WHEREAS, the Towns have entered an agreement providing that they will jointly sell the Property and distribute the proceeds of sale as required by 36 M.R.S.A. §943-C ;

WHEREAS, the parties hereto desire to enter into this Agreement to more fully describe the terms and conditions of performance;

NOW THEREFORE, in consideration of the representations, covenants and agreements contained herein, the parties hereto agree as follows:

1. Effective Date. This Agreement shall be effective as of the date last executed by the last Party.
2. Term; Termination. This Agreement shall remain in effect until terminated by the Towns (acting jointly) or by Broker. The Towns (acting jointly) or Broker may terminate this Agreement at any time by providing the other Parties with at least sixty (60) days' written notice of the date of termination. All obligations under Section 8 of this Agreement shall survive the expiration of termination of this Agreement for any reason.
3. Scope of Services. Upon receipt of written notification from both Towns of their readiness to list the Property for sale, the Broker shall be responsible for providing the following services to the Town (the "Services") in relation to such Property:
    a. Performance of market analysis and valuation for the Property;
    b. Development and execution of strategies for the sale of the Property, including but not limited to advertisement, signage, staging, and scheduling and facilitation of on-site walkthroughs;
    c. Listing of the Property on the Multiple Listing Service and other appropriate databases or resources;
    d. Arranging for and coordinating Property appraisals, upon the Town's request;
    e. Cooperating with and advising the Town on negotiations of sale prices for the Property;

f. Coordinating real estate closings;

g. Publicly presenting information relating to the Property and Services to the Town Council and other Town bodies when requested by the Town; and

h. Providing all other customary activities and services associated with the marketing and sale of real property and provided by real estate brokers.

4. Compensation. For provision of the Services, the Broker shall be entitled to compensation in the form of a commission equal to four percent (4%) of the final sale price of the Property in accordance with this Agreement (the "Commission"), for any sale arising during the effective period of this Agreement. Closing and final sale of the Property shall be a condition precedent to the Towns' payment of any Commission to the Broker. The Towns shall pay the Commission to the Broker at the time of closing for the Property or within fifteen (15) days thereafter. The Broker agrees to reduce the Commission to two percent (2%) in the event that the agreed-upon sale price, after deducing the Commission, will be insufficient to pay the back taxes and fees due on the Property pursuant to 36 M.R.S.A. §943-C. The Broker waives any and all claims or rights to payments from the Towns except for payment of the Commission as described herein.

5. Broker Representations, Warranties and Covenants. The Broker hereby represents, warrants and covenants as follows:

   a. Broker represents and warrants that it is fully licensed and authorized to act as a real estate broker in the State of Maine and to provide the Services described herein.

   b. Broker represents and warrants that it and all persons acting on its behalf have the necessary skills, knowledge, and capacity to provide the Services.

   c. Broker represents and warrants that it shall diligently provide the Services required by this Agreement and shall take all reasonable efforts to maximize the sale price of the Property.

   d. Broker agrees that it is not an agent or employee of either Town and is retained as an independent contractor only. The Broker is solely responsible for determining the manner and means of providing the Services, except to the extent limited by this Agreement, and the Towns have no right to direct or control the Broker in the provision of the Services.

   e. The Broker agrees to maintain and provide to the Towns upon demand an accounting of all fees incurred in connection with the provision of the Services for the Property.

6. Town Representations, Warranties and Covenants. The Towns hereby represent, warrant and covenant as follows:

   a. Towns represent and warrant that, to the best of their knowledge, they have properly taken title to the Property.

b. Towns agree to provide the Broker with reasonable access to the Property and such other information and documents in the Towns' possession as are necessary to perform the Services.

c. Towns agree that they shall provide the Broker with exclusive authority to list and market each Property for the duration of this Agreement and shall direct all inquiries respecting the purchase of the Property to the Broker.

7. Insurance. For the duration of this Agreement and for at least 90 days after the termination of this Agreement, the Broker shall at its own cost maintain insurance coverages of the type and amounts described in this section. Upon request, the Broker shall provide the Towns with evidence of all insurance coverages required herein. The Broker shall maintain insurance coverages of the following types and amounts:

a.	Professional Errors & Omissions	$1,000,000 per claim / $1,000,000 aggregate
b.	Automobile	$1,000,000 per claim / $1,000,000 aggregate
c.	Worker's Compensation	Statutory Minimum

8. Release and Indemnification. The Broker understands and agrees that the Towns have taken title to the Property through a statutory tax lien foreclosure process, that the Towns are not responsible for the condition of the Property or any buildings thereon and cannot make any representations as to the safety, habitability, maintenance or history of the Property or the presence or absence of any defects or other hazards (whether visible, latent or otherwise). The Broker, its employees and agents, understand and agree that entering onto the Property and any buildings thereon may pose risk of personal injury or damage to person or property and hereby assume full responsibility for any such injury or damage and release and discharge, to the fullest extent permitted by law, the Towns, their officers, employees, agents and representatives from all claims, damages, losses, costs, liabilities and expenses (including, without limitation, any legal fees and expenses) of any kind whatsoever that the Broker, its employees and agents, may have or assert arising out of or resulting from their presence on the Property.

   The Broker shall indemnify, defend, and hold harmless the Towns, their officers, employees and agents from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and costs) for personal injury (including bodily harm or death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the Broker, its employees or agents. This indemnity shall apply to all claims against and liability of the Towns, their officers, employees, agents and representatives regardless of any applicable insurance policies or coverage limits. For the purposes of the foregoing indemnification (bodily injury) only, Broker waives any immunities to which it may be otherwise entitled under workers' compensation laws, and assumes liability in any amount claimed by an employee of Broker against either of the Towns.

9. Assignment. This is a professional services contract and the Broker may not assign any of its duties or rights hereunder without the prior written agreement of the Towns.

10. Amendment; Waiver. This Agreement may not be amended except in writing executed by the parties hereto. No terms, requirements, conditions, rights or remedies contained within this Agreement may be waived except in writing signed by the waiving party. Any forbearance in the assertion of any rights or remedies under this Agreement may not be considered a waiver of the ability to exercise any such right or remedy in the future nor shall the acceptance or performance of any of the Services be deemed a waiver of any term or condition of this Agreement.
11. Notices. All notices or communications required under this Agreement shall be made by mail to the following addresses or to such other address as the parties may from time to time agree, and shall be effective upon receipt or refusal of receipt:

To the Town of Lisbon:
Samantha Bryant, Finance Director
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

To the Broker:
Cheryl Haggerty
Haggerty Realty
353 Lisbon Street
Lisbon, ME 04250

To the Town of Sabattus
Erik Baker, Interim Town Manager
Town of Sabattus
190 Middle Road
Sabattus, ME 04280

12. Severability. If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable, such part shall be inoperative only insofar as is necessary to correct such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to work in good faith to amend the Agreement as is necessary to correct any invalid, illegal or unenforceable provision.
13. Entire Agreement. This Agreement represents the entire understanding of the Towns and Broker and supersedes all prior representations, agreements and understandings, whether verbal or written.
14. Arbitration. Any dispute regarding this Agreement shall be decided by binding arbitration under the Commercial Rules of the American Arbitration Association, which shall be conducted in Lisbon, Maine. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbitrator. Judgment may be entered upon any arbitration award in any court of appropriate jurisdiction, and that this Section 14 shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The parties hereto, being duly authorized, have executed this Agreement on the dates set forth below.

TOWN OF LISBON, MAINE

_____ Date: _____
By: Glenn Michalowski, Town Manager

TOWN OF SABATTUS, MAINE

_____ Date: _____
By: Erik Baker, Interim Town Manager

HAGGERTY REALTY

_____ Date: _____
By: Cheryl Haggerty

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WHEREAS, the Towns have entered an agreement providing that they will jointly sell the Property and distribute the proceeds of sale as required by 36 M.R.S.A. §943-C ;

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    b. Development and execution of strategies for the sale of the Property, including but not limited to advertisement, signage, staging, and scheduling and facilitation of on-site walkthroughs;
    c. Listing of the Property on the Multiple Listing Service and other appropriate databases or resources;
    d. Arranging for and coordinating Property appraisals, upon the Town's request;
    e. Cooperating with and advising the Town on negotiations of sale prices for the Property;

f. Coordinating real estate closings;

g. Publicly presenting information relating to the Property and Services to the Town Council and other Town bodies when requested by the Town; and

h. Providing all other customary activities and services associated with the marketing and sale of real property and provided by real estate brokers.

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5. Broker Representations, Warranties and Covenants. The Broker hereby represents, warrants and covenants as follows:

   a. Broker represents and warrants that it is fully licensed and authorized to act as a real estate broker in the State of Maine and to provide the Services described herein.

   b. Broker represents and warrants that it and all persons acting on its behalf have the necessary skills, knowledge, and capacity to provide the Services.

   c. Broker represents and warrants that it shall diligently provide the Services required by this Agreement and shall take all reasonable efforts to maximize the sale price of the Property.

   d. Broker agrees that it is not an agent or employee of either Town and is retained as an independent contractor only. The Broker is solely responsible for determining the manner and means of providing the Services, except to the extent limited by this Agreement, and the Towns have no right to direct or control the Broker in the provision of the Services.

   e. The Broker agrees to maintain and provide to the Towns upon demand an accounting of all fees incurred in connection with the provision of the Services for the Property.

6. Town Representations, Warranties and Covenants. The Towns hereby represent, warrant and covenant as follows:

   a. Towns represent and warrant that, to the best of their knowledge, they have properly taken title to the Property.

b. Towns agree to provide the Broker with reasonable access to the Property and such other information and documents in the Towns' possession as are necessary to perform the Services.

c. Towns agree that they shall provide the Broker with exclusive authority to list and market each Property for the duration of this Agreement and shall direct all inquiries respecting the purchase of the Property to the Broker.

7. Insurance. For the duration of this Agreement and for at least 90 days after the termination of this Agreement, the Broker shall at its own cost maintain insurance coverages of the type and amounts described in this section. Upon request, the Broker shall provide the Towns with evidence of all insurance coverages required herein. The Broker shall maintain insurance coverages of the following types and amounts:

a.	Professional Errors & Omissions	$1,000,000 per claim / $1,000,000 aggregate
b.	Automobile	$1,000,000 per claim / $1,000,000 aggregate
c.	Worker's Compensation	Statutory Minimum

8. Release and Indemnification. The Broker understands and agrees that the Towns have taken title to the Property through a statutory tax lien foreclosure process, that the Towns are not responsible for the condition of the Property or any buildings thereon and cannot make any representations as to the safety, habitability, maintenance or history of the Property or the presence or absence of any defects or other hazards (whether visible, latent or otherwise). The Broker, its employees and agents, understand and agree that entering onto the Property and any buildings thereon may pose risk of personal injury or damage to person or property and hereby assume full responsibility for any such injury or damage and release and discharge, to the fullest extent permitted by law, the Towns, their officers, employees, agents and representatives from all claims, damages, losses, costs, liabilities and expenses (including, without limitation, any legal fees and expenses) of any kind whatsoever that the Broker, its employees and agents, may have or assert arising out of or resulting from their presence on the Property.

   The Broker shall indemnify, defend, and hold harmless the Towns, their officers, employees and agents from and against any and all liabilities, causes of action, judgments, claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees and costs) for personal injury (including bodily harm or death) or property damage arising out of, or in consequence of, any negligent or intentional act or omission of the Broker, its employees or agents. This indemnity shall apply to all claims against and liability of the Towns, their officers, employees, agents and representatives regardless of any applicable insurance policies or coverage limits. For the purposes of the foregoing indemnification (bodily injury) only, Broker waives any immunities to which it may be otherwise entitled under workers' compensation laws, and assumes liability in any amount claimed by an employee of Broker against either of the Towns.

9. Assignment. This is a professional services contract and the Broker may not assign any of its duties or rights hereunder without the prior written agreement of the Towns.

10. Amendment; Waiver. This Agreement may not be amended except in writing executed by the parties hereto. No terms, requirements, conditions, rights or remedies contained within this Agreement may be waived except in writing signed by the waiving party. Any forbearance in the assertion of any rights or remedies under this Agreement may not be considered a waiver of the ability to exercise any such right or remedy in the future nor shall the acceptance or performance of any of the Services be deemed a waiver of any term or condition of this Agreement.
11. Notices. All notices or communications required under this Agreement shall be made by mail to the following addresses or to such other address as the parties may from time to time agree, and shall be effective upon receipt or refusal of receipt:

To the Town of Lisbon:
Samantha Bryant, Finance Director
Town of Lisbon
300 Lisbon Street
Lisbon, ME 04250

To the Broker:
Cheryl Haggerty
Haggerty Realty
353 Lisbon Street
Lisbon, ME 04250

To the Town of Sabattus
Erik Baker, Interim Town Manager
Town of Sabattus
190 Middle Road
Sabattus, ME 04280

12. Severability. If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable, such part shall be inoperative only insofar as is necessary to correct such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties agree to work in good faith to amend the Agreement as is necessary to correct any invalid, illegal or unenforceable provision.
13. Entire Agreement. This Agreement represents the entire understanding of the Towns and Broker and supersedes all prior representations, agreements and understandings, whether verbal or written.
14. Arbitration. Any dispute regarding this Agreement shall be decided by binding arbitration under the Commercial Rules of the American Arbitration Association, which shall be conducted in Lisbon, Maine. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbitrator. Judgment may be entered upon any arbitration award in any court of appropriate jurisdiction, and that this Section 14 shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The parties hereto, being duly authorized, have executed this Agreement on the dates set forth below.

TOWN OF LISBON, MAINE

_____ Date: _____
By: Glenn Michalowski, Town Manager

TOWN OF SABATTUS, MAINE

_____ Date: _____
By: Erik Baker, Interim Town Manager

HAGGERTY REALTY

_____ Date: _____
By: Cheryl Haggerty

Town of Lisbon

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

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2024-192)** Acceptance of $6,500 Donation from American Legion Post 158 and Establishment of Special Revenue Account for Ice Skating Rink at Graziano Square
Date: December 3, 2024

Summary

Recommendation

Attachments

1. Special Revenue Memo

TOWN OF LISBON

Mark Stevens
Lisbon Parks & Recreation Director
18 School Street
Lisbon Falls, ME 04250
(207) 353-2289
mstevens@lisbonme.org

11/27/2024

Subject: Donation from the American Legion Post 158

Hi Glenn,

The American Legion Post 158 has graciously made $6500.00 available to us to construct a public skating rink at Graziano's Square. This would be in the form of a cash donation to purchase the supplies to construct a temporary ice rink.

Thank you for considering this request to accept this donation, and for your continued support of our initiatives.

Best regards,

Mark Stevens
Lisbon Parks and Recreation Director

Town of Lisbon

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

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: Council Goals
Date: December 3, 2024

Summary

Recommendation

Attachments
None

Town of Lisbon

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

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2024-193)** Confirm Appointment of Liza Kimball from Associate Planning Board Member to Planning Board Member
Date: December 3, 2024

Summary

Recommendation

Attachments
None