



**WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY MARCH 2, 2020 AT 7:00 PM
WESTBROOK HIGH SCHOOL ROOM 114**



-
- I. ROLL CALL**
- II. SALUTE THE FLAG**
- III. APPROVAL OF MINUTES**
- IV. MAYOR'S MESSAGE**
Westbrook Community Center Employee of the Quarter Award Recipients for 2019 – Kathryn Young, Tom Degifico, Michelle Mecteaux & Julia Symbol
City of Westbrook Employee of the Year for 2019 – Michael Loranger, Police Sergeant
- V. STUDENT REPRESENTATIVE UPDATE**
- VI. PUBLIC COMMENT**
- VII. UNFINISHED BUSINESS**
- VIII. ORDERS OF THE DAY (SECOND AND FINAL READING)**
Order 2020-25 Authorizing FY 2021 Animal Shelter Contract with the Animal Refuge League of Greater Portland
Order 2020-26 Authorizing Expenditure for Extension of Water Service
- IX. NEW BUSINESS**
Resolves (One Reading Required)
Resolve 2020-12 Approving Appointments to Westbrook's Fair Hearing Authority
- Orders (One Reading Required)
Order 2020-27 Adopting Findings Concerning Appeal of Insurance Claim Denial
Order 2020-28 Amending the Uniform Traffic Ordinance Regarding Parking at Electric Vehicle Charging Stations
Order 2020-29 Amending the Code of Ordinances Regarding Appeals of Sewer Commission Decisions
Order 2020-30 Accepting Unappropriated Funds Report for 2nd Quarter FY 2020
Order 2020-31 Authorizing Payment for Removal of Abandoned Power Lines at 371 Saco Street
- Orders (Two Readings Required)
Order 2020-32 Authorizing Acceptance & Expenditure of High Visibility Impaired Driving Enforcement Grant
Order 2020-33 Authorizing Acceptance & Expenditure of Donation for Domestic Violence Prevention Alarm System
Order 2020-34 Authorizing Award of Bid for 2020 Sewer Lining Project

Order 2020-35

Authorizing Utility Receivable Agreement with Maine Department of
Transportation

X. PUBLIC COMMENT

XI. REFERRALS

XII. COMMITTEE REPORTS

Committee of the Whole

Hours for Construction & Noise Ordinance

Residential Landlord Registration

City Council Rules & Procedures

Facilities & Streets Committee

Austin Street Extension

Reducing Speed Limit on Lincoln Street

Sidewalks & Traffic at Haskell Street

Condition of Westbrook Middle School Baseball Field

Traffic Issues on Forest Street

Finance

Creating a Fire Truck Fund

Public Safety Committee

None

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT



MAYOR'S OFFICE



Mayor Michael T. Foley

2 York Street

Westbrook, Maine 04092

Phone: 207-591-8110

Fax: 877-688-9553

To: Honorable City Council
From: Jerre R. Bryant, City Administrator
Date: February 26, 2020
Subject: Position Paper for Regular City Council Meeting of March 2, 2020

Included below are brief summaries of the items presented to City Council for consideration, along with a statement indicating the position of the Administration on each item.

ORDERS OF THE DAY

- 2020-25 This authorizes the renewal of our annual agreement with the Animal Refuge League of Greater Portland, which is located on Landing Road in Westbrook, to provide state mandated shelter services for stray, sick or injured domestic animals. The City's Animal Control Officer works very closely with ARLGP, which provides great support, guidance and services for our dealing with domestic animal issues. They also work closely with the City Clerk's office in providing information and services to the general public. Most area communities contract with ARLGP for these services and we are extra fortunate to have this facility located in Westbrook. There is no increase in the FY 2021 service contract, which totals \$22,742.20 for the year and is funded in the Mayor's budget. Renewal of this annual contract is supported by the Administration, received first reading on February 3, 2020 and is in order for final Council action.
- 2020-26 This authorizes the expenditure of an additional \$15,530 to cover the City's 70% share of the cost of extending public water service from Vallee Square to provide services access to multiple business properties along Vallee Square and Main Street. This additional cost relates to increases in material costs and compliance with Portland Water District standards for public water lines. This expenditure on public water infrastructure extension provided access to higher pressure water lines to accommodate an internal fire sprinkler system in the expanded Frog & Turtle Restaurant and leveraged a private investment in this business expansion in excess of \$1.2 million. This public infrastructure extension is funded through the Idexx Tax Increment Financing District (TIF). This expenditure approval is supported by the Administration, received first reading on February 3, 2020 and is in order for final Council action.

NEW BUSINESS

Resolves

2020-12 This resolve confirms the Mayor's appointments of City Councilors Victor Chau and Claude Rwaganje and Anthony Dahms to serve as the Fair Hearing Authority for the General Assistance Program, as prescribed in City Ordinance and State Statute. The confirmation of these appointments is recommended by the Administration and is in order for final City Council action.

One-Reading Orders

- 2020-27 This is the adoption of findings concerning the appeal of an insurance claim denial, which will be heard at a meeting of the Committee of the Whole just prior to the City Council meeting. Based on the outcome of that hearing, the City Solicitor will prepare written findings for the City Council. This item is in order for final City Council action.
- 2020-28 This is an amendment to the Uniform Traffic Ordinance establishing regulations limiting usage of the parking spaces serving the Electric Vehicle Charging Stations located in the Mechanic Street Municipal Parking Lot and the City Hall Parking Lot. This amendment to the Uniform Traffic Ordinance is supported by the Administration and is in order for final City Council action.
- 2020-29 This is a proposed Amendment to Chapters 26 and 27 relating to appeals of Westbrook Sewer Commission appeals. The current language is redundant, providing appeals to both the Sewer Commission and then to the City Council. The City Solicitor drafted and recommended these amendments. The intent of the proposed amendment is to eliminate the City Council appeal level. The Ordinance already provides for an appeal to the Sewer Commission, which has the expertise to review these types of appeals. If someone bringing an appeal is unhappy with the Commission's decision, that person can file an appeal to Superior Court. This is similar to the existing process for appeals from decisions of the Code Enforcement Officer, which go first to the Zoning Board of Appeals and then to Superior Court. These amendments are supported by the Administration and are in order for final City Council action.
- 2020-30 This is the unappropriated funds report for the 2nd quarter FY 2020. This report tracks and provides for City Council acceptance and authorization of expenditures from funding sources such as grants, fees, donations and other unscheduled financial activity that is not otherwise identified in the annual budget. Acceptance of this report is supported by the Administration and is in order for final City Council action.
- 2020-31 This authorizes payment in the amount of \$1,670.79 to Central Maine Power Company for the removal of abandoned power lines at the Public Services Facility located at 371

Saco Street. These lines used to serve the former Public Services Garage prior to the expansion and renovation of that facility. The city recently contracted with a vendor to construct a screen fence along the property boundary with abutting residential properties located on Richards Street. The vendor could not complete construction of the fence until the abandoned power lines were removed. This payment authorization is supported by the Administration and is in order for final City Council action.

Two-Reading Orders

- 2020-32 This is the acceptance of a grant in the amount of \$2,487 from the Maine Bureau of Highway Safety and authorizes expenditure in the same amount to fund the attendance of three officers in a forensic phlebotomist class. This is a supplemental grant to one that was accepted in January to cover the labor cost for the Department to conduct High Visibility Impaired Driving Enforcement details. The training is an integral part of the enforcement initiative and is fully funded by the grant. This acceptance and expenditure authorization is supported by the Administration and is in order for first reading.
- 2020-33 This authorizes the acceptance of a donation from Calpine Corporation in the amount of \$4,210.16 and authorizes the purchase of a Scout Alarm System from Stop Stick LTD, Harrison, Ohio at a cost of \$3,462 and associated purchase and configuration of a radio by Radio Communications Management, Inc. of Portland at a cost of \$748.16. This will be the third Scout Alarm System at the Westbrook Police Department, which are deployed into the residences of victims of domestic violence to provide immediate notification of the WPD. This is a great tool to have available to provide greater safety for residents who are dealing with domestic violence saturations and we greatly appreciate this generous donation from Calpine Corporation. This donation acceptance and expenditure authorization are supported by the Administration and are in order for first reading.
- 2020-34 This is an award of bid for the relining of sewer lines on Roy Avenue, Allen Avenue, Boothby Avenue and Main Street to Granite Inliner, Fairfield, Maine, low bidder at a cost of \$47,120. Under certain conditions, the relining option is an effective, lower cost, faster and far less disruptive process for reconstructing older sewer lines. This work is budgeted in the Sewer User Fund operating budget, is supported by the Administration and is in order for first reading.
- 2020-35 This authorizes a utility agreement with the Maine Department of Transportation to design, permit and contract for necessary modifications to sixteen (16) sewer utility structures (manholes) located within the 1.3 mile portion of Bridgton Road (Route 302) that is scheduled for highway improvements by the MDOT. This is an MDOT project and no local (municipal) funding is requested. However, as the owner/operator of the public sewer utility, the City of Westbrook is responsible for any modification required of its

utility structures as part of the road improvements. This agreement provides for this work to be included in the bidding process for the highway improvements, with the City responsible for the total cost of the utility work. Given the nature of the work, joining with the MDOT bid is the most cost effective way to get this work completed. The City's Wastewater Manager has reviewed the pricing and finds it to be consistent with prices we could obtain for similar work. This will be funded through the City's Sewer User Fund budget. This authorization is supported by the Administration and is in order for first reading.



MAYOR'S OFFICE



Mayor Michael T. Foley

2 York Street

Westbrook, Maine 04092

Phone: 207-591-8110

Fax: 877-688-9553

Michael Loranger Named City of Westbrook Employee of the Year for 2019!

Westbrook, ME – January 8, 2019: Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Sergeant Michael Loranger has been selected as the recipient of the City of Westbrook's Employee of the Year Award for 2019!

The award is presented to an employee who consistently demonstrates exceptional knowledge, customer service, a positive attitude, and who has given more to the community than expected in their day-to-day job. Employees are nominated by their peers and supervisors and selected by an established committee.

Michael Loranger was hired by the Westbrook Police department in 2010; Michael has always been a hard worker and while working the road put a lot of his focus on stopping vehicles and arresting offenders for operating under the influence. Michael was known for keeping the streets safe by having numerous self-initiated arrests each night he worked. Michael led the department in arrests a few years in a row, proving his commitment to the department and to keeping the City of Westbrook safe. Michael was also a Human Trafficking Task Force officer with Homeland Security for many years. When he was promoted to Sergeant in 2016, Michael asked Chief Roberts if he could run a small team through the Police Department focused on human trafficking. Since then he has assisted, initiated or supervised nearly all human trafficking investigations. He continues to create and maintain relationships with resources such as Just Love Worldwide to offer resources to victims.

He recently attended a ribbon-cutting event for Just Love Worldwide with two of his officers, one of whom was Officer Nicholas Wrigley. After attending this event Officer Wrigley said, "It was very evident that Michael's hard work and dedication was well known by the organization. When someone from the organization would recognize his hard work, he was quick to promote myself and Officer Bleicken for his team's efforts instead of his own." This shows who Michael is as a leader. Another example of how Sergeant Loranger leads by example, he is the first person to take overtime to prevent one of his coworkers getting ordered in during an inconvenient time. He is a team player.

Sergeant Loranger promotes teamwork as the core of his shift. The officers he supervises have described Michael as being a role model, a motivator and an example of a true leader. Michael takes the time and initiative to learn the officer's goals and interests, and with that knowledge he puts in extra effort to mentor each employee individually. Sergeant Loranger finds applicable trainings for their interests and assists them in networking with field related opportunities to match their interests. As a result of these mentorships, one of his employees, Jason St. John, has been promoted to sergeant and three of his employees have been selected for specialty positions: Austin Clark to Maine Drug Enforcement Agency, Doug Maher to Domestic Violence Investigator and Kipp Bleicken to the FBI's Safe Streets Task Force. He has also pushed other members of his team to become Field Training Officers. Officer Brady Coulombe is quoted to say, "Sergeant Loranger inspires all of us to grow by encouraging, and supporting us as we take on new tasks, goals, and endeavors".

Sergeant Loranger is referred to as "Sergeant Dad." His reputation earned his nickname, as his leadership is the core of the "family like" atmosphere on his shift. In addition to investing in his officers' careers, he has invested in each of them personally. Officer Bleicken says "Sergeant Loranger has been the open door that every one of us has turned to with turmoil and hardships. He is always ready with advice, and experiences to help employees through any situation, work related or personal. He is not only idolized as a veteran police officer but also as a person."

"Sergeant Loranger makes coming to work feel like a family-like atmosphere, which is something I have only experienced while deployed" says Officer Nicholas Wrigley. Officer Wrigley added, "He is also a role model for me as a father. He is dedicated to his very large family, often working long overtime hours, never complaining and is often heard on the phone with his wife even in the early morning hours at the end of his shifts with a positive tone, always encouraging and supporting his family."

"Sergeant Loranger has built a shift that considers itself a team and even more like a family. He is a true professional and the epitome of each of the Department's core values." says Officer Ben Hall.

Michael, we appreciate your dedication to the City, its employees, and citizens. It is an honor to be nominated by your peers and to be recognized for the great work you do. **Congratulations!**

Sincerely,

Michael T. Foley, Mayor



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-25

AUTHORIZING FY 2021 ANIMAL SHELTER CONTRACT WITH THE ANIMAL REFUGE LEAGUE OF GREATER PORTLAND

That the Westbrook City Council hereby authorizes the attached annual agreement between the City of Westbrook and the Animal Refuge League of Greater Portland for the care of stray, abandoned, and unwanted animals at a cost of \$22,742.20 for the period of July 1, 2020 through June 30, 2021.

Funds available in budget line 10001310-58100.

First Reading: February 3, 2020

Second and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Approving FY 2021 Animal Shelter Contract with Animal Refuge League of Greater Portland

REQUESTED BY: Angela Holmes, City Clerk

DATE: 01/28/2020

SUMMARY:

The City of Westbrook contracts with the ARLGP for animal shelter services on an annual basis. When stray cats and dogs are brought in by Westbrook Police, the shelter collects an impound fee from the owner on the City's behalf, and turns the revenue over to the City.

The proposed FY 2021 contract rate is \$22,742.20, the based upon a rate of \$1.30 per capita for Westbrook (17,494 at last census). This is the same rate as FY 2020.

Contract Fees (Per Capita)

FY 21 - \$1.30 (proposed)
FY 20 - \$1.30
FY 19 - \$1.25
FY 18 - \$1.25
FY 17 - \$1.15
FY 16 - \$1.15
FY 15 - \$1.15

BUDGET LINES AFFECTED (IF APPLICABLE):

10001310-58100

OK SMM



PO Box 336
Westbrook, ME 04098-0336
207-854-9771 ph 207-887-7216 fx

Letter of Transmittal

To: City of Westbrook
Attn: Angela Holmes, City Clerk
2 York Street
Westbrook, ME 04092

From: Joanne Majka

Date: January 17, 2020

Re: Town Contract Renewal 2021

CC: file

Please find the enclosed 2 copies of the Animal Refuge League of Greater Portland (ARLGP) shelter contract renewals. The rate for your fiscal year 2021 will be remaining the same at \$1.30. Additionally, you will find 2019 animal statistics attached to the contracts.

To renew your contract with the ARLGP, enter the date on page 1 and sign on page 4 on each contract. Please return one copy of the contract back to the ARLGP.

Currently we collect and reimburse the City of Westbrook a \$25.00 Impound Fee (1st offense) from anyone who claims a dog or cat that was brought to us by the Westbrook ACO or a Westbrook officer, we collect a \$50.00 Impound Fee (2nd offense), and a \$100.00 Impound Fee for each repeat offense thereafter. If you want to change this rate please notify us in writing.

If you have any questions or need additional information, please do not hesitate to contact Joanne Majka at 207-517-3933 or jmajka@arlgp.org.

Sincerely,

Joanne Majka

AGREEMENT

THIS AGREEMENT made and executed in duplicate this _____ (day) of _____ (month), 2020, by and between the City of Westbrook, a municipal corporation with a place of business located in the County of Cumberland, State of Maine (hereinafter "Municipality") and the Animal Refuge League of Greater Portland, a non-profit corporation organized and existing under the laws of the State of Maine, with a principal place of business located at 217 Landing Road, in Westbrook, County of Cumberland, State of Maine, (hereinafter "ARLGP").

WITNESSETH:

WHEREAS, Municipality is required under the laws of the State of Maine to provide shelter at a State licensed animal control shelter (7 M.R.S.A. 3949) for stray and lost dogs, cats, and domesticated animals that are a problem in the community (hereinafter "Animals"); and

WHEREAS, Municipality is required under the laws of the State of Maine to provide services relating to the humane disposition of said Animals in the event they are not claimed by their owners; and

WHEREAS, ARLGP possesses both the expertise and facilities to provide these services;

NOW, THEREFORE, the parties hereby agree as follows:

1. Acceptance of Animals. Provided the ARLGP shelter is not under quarantine as imposed by State humane agent(s), State veterinarian(s), or contract veterinarian(s), ARLGP agrees that it will accept each and every stray, lost and confiscated domestic Animal delivered to it at the ARLGP shelter by a duly authorized Animal Control Officer, Police Officer or citizen of Municipality, provided the Animal was found within the territorial limits of Municipality. Said Animals shall be held for the legal impoundment period, after which the ARLGP will make such disposition as it, in its sole discretion, deems necessary and proper.
2. Delivery of Animals. Provided the ARLGP shelter is not under quarantine, all stray or lost Animals collected by the said Animal Control/Police Officer shall be delivered to ARLGP for the impoundment period provided the Animal Control/Police Officer cannot return the stray or lost Animal to its owner directly.
3. Delivery and Hours of Operation. ARLGP staff are regularly available between 7:00 a.m. and 5:00 p.m. Monday through Friday and between 7:00 a.m. and 4:00 p.m. Saturdays and Sundays. Whenever possible, delivery of said animals should be planned during those hours in order to ensure there is cage/kennel space available. After regular business hours, Animal Control/Police Officer(s) have access to limited temporary kenneling facilities at the ARLGP shelter.
4. Exclusive Rights and Custody. Municipality agrees that all Animals apprehended and seized within the boundaries of the Municipality and delivered to the ARLGP shall be under the exclusive control and custody of the ARLGP. Moreover, Municipality agrees that, so far as it is concerned, the ARLGP shall have the undisputed right, consistent with the laws of the State of Maine, to humanely dispose of every Animal given into its custody in accordance with State laws and the policies and procedures of the ARLGP.
5. Proper Care Required. ARLGP shall comply with animal care standards as required by State law for such Animals while they are in the ARLGP's possession.
6. Rabies Quarantine. The ARLGP shall quarantine on a space available basis for a period of at least ten (10) days, stray dogs and cats in the Municipality which have bitten residents of the

- Municipality. Provision for rabies testing, and the costs therein, are the sole responsibility of the Municipality and/or its residents. The ARLGP is not obligated, nor does it have the space, to quarantine privately owned Animals.
7. Fees. For the services provided by the ARLGP, Municipality agrees to pay the ARLGP the total sum of \$22,742.20, which is based on 4 Quarters at the rate of \$1.30 per capita of the Municipality population 17,494, from the 2010 Census. All money is payable in advance. Quarterly payments are in the amount of \$5,685.55 each for 4 quarters. The first installment is due on July 1st, 2020 and will be invoiced separately.
 8. Boarding of Confiscated Animals. The fees noted in Paragraph 7, above, shall cover all boarding for Animals delivered to the ARLGP and held other than those pending court proceedings. It is important to note that in the case of seizures due to cruelty and or neglect, costs and fees for animal care are the municipality's responsibility. The law does provide for the municipality's reimbursement from the animal's owner. ARLGP fee schedules are available upon request.
 9. Impoundment Fee Collection and Licensing. The ARLGP agrees that it will require every owner seeking to redeem an impounded Animal to pay the appropriate municipal impoundment fee, plus the cost of board at a rate to be determined by the ARLGP for each day of impoundment from the date of impoundment. Further, the ARLGP will require the owner of every impounded Animal to pay all applicable fees, including veterinary medical and vaccination fees, of an impounded Animal. The ARLGP shall also require proof of licensure prior to releasing a dog into the custody of the owner in accordance with 7 M.R.S.A. 3913(3) (C), as may be amended or will provide owner with a ten (10) day temporary license and forward copies to Municipality.
 10. Documentation. The ARLGP agrees to provide to Municipality an annual detailed record of the number of stray or lost Animals seized within the territorial limits of Municipality and received by the ARLGP.
 11. Enforcement Activities. Municipality shall be fully responsible for carrying out all enforcement activities required under the laws of the State of Maine and the Ordinances of the Municipality, as may be amended. The ARLGP shall not be required to apprehend or seize any Animals found roaming at large.
 12. Donations and Gifts. Any and all donations, contributions, or anything of value given to or received by the ARLGP as a result of any service performed in carrying out the provisions of the Agreement, including but not limited to payments received pursuant to Paragraph 7 above, shall be the exclusive property of the ARLGP, and Municipality shall have no claim or interest therein.
 13. Adoption Authority. The ARLGP shall have the sole and exclusive right to determine the responsibility of persons offering to become the owners of unclaimed Animals and the suitability of homes offered, and shall have the sole and exclusive right to accept or reject such applicants for unclaimed Animals.
 14. Veterinary Care. As prescribed by 7 M.R.S.A. § 3948, the municipality is responsible for providing proper medical attention to any injured stray companion animal. The ARLGP will not accept any injured stray animal that has not received proper veterinarian medical care. Municipality agrees that it shall obtain appropriate emergency veterinary care for injured Animals prior to delivery to the ARLGP shelter. In the event that Municipality delivers an injured Animal to the ARLGP without first obtaining appropriate emergency veterinary care, the ARLGP, in its sole discretion, may elect either to refuse acceptance of such Animal or to accept delivery of such Animal and procure the veterinary care it deems necessary or appropriate. Municipality agrees to reimburse

the ARLGP for the costs of emergency and required follow up care within ten (10) days from the receipt of an invoice.

At no time will the municipality drop off any injured stray companion animal to the ARLGP during closed hours unless prior arrangements have been made with an ARLGP representative.

15. Animal Control Officers. Municipality agrees that it shall notify the ARLGP, in writing, of the identities of all of its duly authorized Animal Control Officers. Municipality agrees that it will provide each Animal Control Officer with a copy of the animal control laws of the State of Maine contained in the booklet published by the Maine Animal Welfare Board, the sections of the Municipality's Codes or Ordinances which are pertinent to the performance of their duties, and the terms of this Agreement. Animal Control Officers must also be certified as required by Title 7 M.R.S.A. 3947.
16. Independent Capacity. The ARLGP, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of Municipality. Municipality, its employees, agents and representatives shall act in an independent capacity during the term of this Agreement and shall not act or hold themselves out as officers, employees, agents or volunteers of the ARLGP. Nothing in this Agreement shall be deemed by either party or by any third party as creating a joint venture or partnership between the ARLGP and Municipality.
17. Indemnity. The ARLGP shall, at its own expense, defend, indemnify and save Municipality harmless from and as to all demands, claims, causes of action or judgments as the extent that some loss or claim results from the error, omission, negligence or fault of the ARLGP, its officers, employees or agents.
18. Compliance. The ARLGP agrees to comply with applicable federal and state laws and regulations in the performance of this Agreement.
19. Assignment. This Agreement shall not be assigned by either party without the prior written approval of the other party.
20. Other Services. The ARLGP offers to provide the following services to Municipality at no additional cost to Municipality:
 - a. Cremation Services: The ARLGP will accept for cremation stray or lost Animals, dead on arrival, from animal control officers, or duly authorized law enforcement personnel.
 - b. Telephone Services: To avoid confusion, the ARLGP will take all telephone inquiries regarding reclaiming an Animal and adopting an Animal. Under special circumstances involving suspected abuse or neglect, the Animal Control/Police Officer(s) may request that they be contacted prior to an Animal being reclaimed by its owner.
 - c. Lost and Found Pet Services: ARLGP staff will take lost and found reports to facilitate the return of pets to their owners.
 - d. Education Services: ARLGP staff and volunteers will be available for conducting education programs upon request to any interested community group or organization, including schools, grades K through 12.
21. Term. The term of this Agreement shall be from July 1, 2020, to June 30, 2021.
22. End of Term. At or before the end of the term of this Agreement, the parties shall negotiate the terms and conditions of either an extension of this Agreement or a new Agreement. As long as Municipality is negotiating in good faith, the ARLGP agrees to continue to receive and care for stray and lost Animals pursuant to the terms and conditions of this Agreement as may be in effect

- at the end of the term. Provided, however, that such obligation shall not exceed three (3) months and that Municipality continues to make quarterly payments as were in effect at the end of the term.
23. Complete Agreement. This Agreement represents the entire agreement between the parties and no oral or prior written matter shall have any force or effect. No amendment shall be effective without prior express written approval signed by both parties hereto. Neither party shall be bound by any conditions not expressly stated in this Agreement.
 24. Binding. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties hereto.
 25. Severability. If any provisions of this Agreement shall be adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the Agreement and the remaining provisions of the Agreement shall be construed as if not containing such provision and, thereafter, the rights and obligation of the parties shall be construed and enforced under the remaining provisions of the Agreement.
 26. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf, in duplicate counterparts, as of the date first above written.

By: _____ Witness: _____

Printed Name: _____ Printed Name: _____

Its: _____

ANIMAL REFUGE LEAGUE OF GREATER PORTLAND

By: Patsy Murphy

Witness: Joanne Majka

Printed name: Patsy Murphy

Printed Name: Joanne Majka

Its: Executive Director

Westbrook Intakes 2019					
	Cat	Dog	Rabbit	Other	Total
Surrender	85	26	31	17	159
Returned	16	9	0	0	25
Seized	0	5	0	0	5
Stray	73	55	1	4	133
Transfer In	2	0	0	0	2
Wildlife In	0	0	0	1	1
Total	176	95	32	22	324

Westbrook Outcomes 2019					
	Cat	Dog	Rabbit	Other	Total
Adoption	251	124	4	6	385
DOA	16	4	1	1	22
RTO	18	34	1	0	53
Transfer Out	1	1	0	1	3
Total	286	163	6	8	463

- # of lost/found pets: 60
- # of students participating in Humane Ed programs: 2,051
- # of dogs that took training classes: 27
- # of households that used the Pet Food Pantry: 28
- # of volunteers from your community: 68

# of pet visits to our clinic:	
Litter Helper:	1
Microchip:	31
Post Adoption Services:	5
Spay/Neuter:	125
Shelter Services:	6
Vaccination Clinic:	17
TOTAL:	185



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: February 3, 2020

Order: 2020-26

AUTHORIZING EXPENDITURE FOR EXTENSION OF WATER SERVICE

That the Westbrook City Council hereby authorizes the expenditure of an additional \$15,530 to cover the City's 70% share of the extension of approximately 200 feet of eight (8) inch ductile iron water main line from an existing public water main in Vallee Square.

Funds available in budget line 20009200-58900-02010

First Reading: February 3, 2020

Second and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Authorizing Expenditure for Extension of Water Service

REQUESTED BY: Administration

DATE: 01/29/2020

SUMMARY:

City Council adopted Order 2019-12 on January 28, 2019 authorizing the extension of approximately 200 feet of eight (8) inch ductile iron main line from an existing public water main in Vallee Square. The project cost was shared with Vallee Square Holding, LLC at a 70% City / 30% Vallee Square Holding, LLC split. The original legislation estimated a cost of \$26,000, with the explanation of the higher cost in the enclosed position paper.

This is a request to authorize the expenditure of an \$15,530, which completes the City's 70% share of the final project cost.

BUDGET LINES AFFECTED (IF APPLICABLE):

20009200-58900-02010



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Resolve: 2020-12

APPROVING APPOINTMENTS TO WESTBROOK'S FAIR HEARING AUTHORITY

That the Westbrook City Council hereby approves the appointment of Councilor Victor Chau, Councilor Claude Rwaganje and Anthony Dahms as members of the Westbrook's Fair Hearing Authority for three-year terms expiring on February 28, 2023 or until a successor is appointed, in accordance with the Westbrook Code of Ordinances § 18-4(B), the provisions of 22 M.R.S.A. § 4322 and the Annual General Assistance Ordinance, adopted by Order 2019-161.

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Approving Appointments to Westbrook's Fair Hearing Authority

REQUESTED BY: Administration

DATE: 02/25/2020

SUMMARY:

Municipal officers are required to appoint a Fair Hearing Authority in accordance with Sec. 18-4(B) of the Westbrook Code of Ordinances, 22 M.R.S.A. Sec. 4322, and the attached General Assistance Ordinance adopted by Order 2019-161.

In accordance with these provisions, Mayor Michael T. Foley has requested the appointment of the following individuals as Westbrook's Fair Hearing Authority:

Anthony Dahms
Councilor Victor Chau
Councilor Claude Rwaganje

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

MMA GA ORDINANCE

- c) the relief sought by the claimant.

The administrator cannot deny or dismiss a request for a hearing unless it has been withdrawn (in writing) by the claimant.

Scheduling the Fair Hearing. Upon receipt of the completed written request the fair hearing authority must meet and hold the hearing within 5 working days. The administrator will notify the claimant in writing when and where the hearing will be held (22 M.R.S. § 4322). In addition to the date, time and place of the hearing, the notice of fair hearing sent to the claimant shall include, at a minimum, the claimant's rights to:

- a) be his or her own spokesperson at the fair hearing, or be represented by legal counsel or other spokesperson at the hearing, at the claimant's own expense;
- b) confront and cross-examine any witnesses presented at the hearing against the claimant; and
- c) present witnesses on his or her own behalf.

Arrangements for the date, time, and place of the hearing will take into consideration the convenience of the claimant and hearing authority. The claimant will be given timely notice to allow for preparation and will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of his or her case.

Section 7.3—The Fair Hearing Authority

The municipal officers will appoint a fair hearing authority (FHA) that will determine, based on all the evidence presented at the fair hearing, whether the claimant(s) were eligible to receive assistance at the time they applied for GA. The FHA is charged with the responsibility of ensuring that general assistance is administered in accordance with the state law and local ordinance.



The fair hearing authority may consist of the municipal officers, one or more persons appointed by the municipal officers to act as the FHA , or, if designated, the board of appeals created under 30-A M.R.S. § 2691 (22 M.R.S. § 4322). In determining the organization of the fair hearing authority, the municipal officers will use the following criteria. The person(s) serving as FHA must:

- a) not have participated in the decision which is the subject of the appeal;
- b) be impartial;
- c) be sufficiently skilled in interviewing techniques to be able to obtain evidence and the facts necessary to make a fair determination; and
- d) be capable of evaluating all evidence fairly and realistically, explaining to the claimant the laws and regulations under which the administrator operated, and interpreting to the administrator any evidence of unsound, unclear, or inadequate policies, practices or actions.

Section 7.4—Fair Hearing Procedure

When a claimant requesting a fair hearing is notified of the date, time, and place of the hearing in writing, he/she will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of his or her case. The claimant shall be permitted to review his or her file prior to the hearing. At a minimum, the claimant will be told the following information, which will govern all fair hearings. All fair hearings will:

- a) be conducted privately, and will be open only to the claimant, witnesses, legal counsel, or others whom the claimant wants present, and the general assistance administrator, his or her agents, counsel and witnesses;
- b) be opened with a presentation of the issue by the fair hearing authority;
- c) be conducted informally, without technical rules of evidence, but subject to the requirements of due process;
- d) allow the claimant and the administrator the option to present their positions for themselves or with the aid of others, including legal counsel;

- e) give all participants an opportunity to present oral or written testimony or documentary evidence, offer rebuttal; question witnesses presented at the hearing; and examine all evidence presented at the hearing;
- f) result in a decision, based exclusively on evidence or testimony presented at the hearing; and
- g) be tape recorded, and result in a written decision that is given to the claimant and filed with evidence introduced at the hearing. The fair hearing authority will allow the claimant to establish all pertinent facts and circumstances, and to advance any arguments without undue interference. Information that the claimant does not have an opportunity to hear or see will not be used in the fair hearing decision or made part of the hearing record. Any material reviewed by the fair hearing authority must be made available to the claimant or his or her representative. The claimant will be responsible for preparing a written transcript if he/she wishes to pursue court action.

The fair hearing authority shall admit all evidence if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs (22 M.R.S. § 4322).

Claimant's Failure to Appear. In the event the claimant fails to appear, the FHA will send a written notice to the claimant that the GA administrator's decision was not altered due to the claimant's failure to appear. Furthermore, the notice shall indicate that the claimant has 5 working days from receipt of the notice to submit to the GA administrator information demonstrating "just cause," for failing to appear. For the purposes of a claimant's failure to appear at a fair hearing, examples of "just cause" include:

- a) a death or serious illness in the family;
- b) a personal illness which reasonably prevents the party from attending the hearing;
- c) an emergency or unforeseen event which reasonably prevents the party from attending the hearing;

- d) an obligation or responsibility which a reasonable person in the conduct of his or her affairs could reasonably conclude takes precedence over the attendance at the hearing; or
- e) lack of receipt of adequate or timely notice; excusable neglect, excusable inadvertence, or excusable mistake.

If the claimant (or their attorney) establishes just cause, the request for the hearing will be reinstated and a hearing rescheduled.

In the event a claimant who is represented by legal counsel fails to appear at a fair hearing, legal counsel shall not testify in place of the claimant on matters of fact' but may cross examine witnesses and make legal' arguments on behalf of the claimant.

Section 7.5—The Fair Hearing Decision

The decision of the fair hearing authority will be binding on the general assistance administrator, and will be communicated in writing to the claimant within 5 working days after completion of the hearing. Written notice of the decision will contain the following:

- a) a statement of the issue;
- b) relevant facts brought out at the hearing;
- c) pertinent provisions in the law or general assistance ordinance related to the decision; and
- d) the decision and the reasons for it.

A copy of the notice of the decision will be given to the claimant. The hearing record and the case record will be maintained by the general assistance administrator.

The written notice of the decision will state that if the claimant is dissatisfied with the fair hearing decision, he/she has a further legal right to appeal the decision

pursuant to the Maine Rules of Civil Procedure, Rule 80B. To take advantage of this right, the claimant must file a petition for review with the Superior Court within 30 days of receipt of the fair hearing decision.

When the decision by the fair hearing authority or court authorizes assistance to the claimant, the assistance will be provided within 24 hours.



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-27

ADOPTING FINDINGS CONCERNING APPEAL OF INSURANCE CLAIM DENIAL

That the Westbrook City Council hereby adopts the attached findings concerning Kimberly Blenk's appeal of an insurance claim denial.

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Adopting Findings Concerning Appeal of Insurance Claim Denial

REQUESTED BY: Administration

DATE: 02/25/2020

SUMMARY:

The Committee of the Whole is scheduled to convene at 6:00 P.M. on Monday March 2, 2020 to hear Kimberly Blenk's appeal of an insurance claim denial. The appeal will be made during the Committee of the Whole meeting, after which the Committee shall deliberate upon the merits of the appeal. Based upon the deliberations, legal counsel will draft Findings of Fact & Conclusions.

The Committee of the Whole will adjourn, and the regularly scheduled City Council will begin at 7:00pm, during which City Council will vote to adopt the Findings of Fact & Conclusions, as discussed during the Committee of the Whole meeting.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-28

AMENDING THE UNIFORM TRAFFIC ORDINANCE REGARDING PARKING AT ELECTRIC VEHICLE CHARGING STATIONS

That the Westbrook City Council hereby amends the Uniform Traffic Ordinance to limit parking at Electric Vehicle Charging Stations, as outlined below:

Schedule VIII. Municipal Parking Lots

Electric Vehicle Charging Stations

Parking is limited to vehicles connected to the Charging Station at the locations outlined below.

Municipal Parking Lot A – Mechanic Street	2 spaces facing Mechanic Street near the southwest corner of the lot
City Hall Parking Lot	2 spaces facing the back wall of the building

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Amending the Uniform Traffic Ordinance Regarding Parking at Electric Vehicle Charging Stations

REQUESTED BY: Administration

DATE: 02/25/2020

SUMMARY:

Since the installation of Electric Vehicle Charging Stations, the City has found that non-electric vehicles have been using these spaces for parking, rendering the charging function useless for electric vehicles.

This is a proposal to limit parking at charging stations to vehicles connected to the Charging Station.

BUDGET LINES AFFECTED (IF APPLICABLE):

ELECTRIC VEHICLE PARKING CODE AMENDMENTS

UNIFORM TRAFFIC ORDINANCE AMENDMENT

[Commentary: This new section will be placed after “No Parking Zones – Municipal Parking Lots” within Schedule VIII, Municipal Parking Lots]

Electric Vehicle Charging Stations

Parking is limited to electric vehicles connected to the Charging Stations at the locations outlined below. Violators shall be ticketed. Spaces will be signed and designated Electric Vehicle Parking Only.

Municipal Parking Lot A – Mechanic Street	2 spaces facing Mechanic Street near the southwest corner of the lot
City Hall Parking Lot	2 spaces facing the back wall of the City Hall building

MASTER FINE SCHEDULE AMENDMENT

Chapter 31 – Traffic

	Parking in Electric Vehicle Charging Station Space	\$40
--	----------------------------------------------------	------



**ELECTRIC
VEHICLE
PARKING
ONLY**



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-29

AMENDING THE CODE OF ORDINANCES REGARDING APPEALS OF SEWER COMMISSION DECISIONS

That the Westbrook City Council hereby amends the Code of Ordinances § 26-39 and §27-7 regarding appeals of Sewer Commission decisions, as outlined in the attached exhibit.

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor

Chapter 26, Sanitary Facilities, Sewers and Wastewater Treatment

Sec. 26-39. Appeal.

- (a) Whenever the recipient of such notice as provided for in section 26-38 above, shall disagree as to the facts of the situation or the applicability or interpretation of this chapter, said person may file an appeal to the sewer commission within ten (10) days of the date of the written notice, and said person shall be afforded a hearing on the matter before the commission. The commission may affirm the decision of the city engineer, or by a two-thirds (2/3) vote of their membership may reverse the decision of the city engineer, ~~and may permit exceptions to or a variance from the specific provisions of this chapter to prevent undue hardship, subject always to the rule that the commission shall give due consideration to the purposes of this chapter in promoting the public health, safety and welfare.~~ However, the recipient of said notice shall comply with the decision of the city engineer until such decision is reversed ~~or modified~~ by the commission.
- (b) ~~A further right of appeal shall lie to the city council if filed within ten (10) days from the date of the hearing before the sewer commission. The city council may affirm the action of the city engineer and/or the sewer commission, or by a two-thirds (2/3) vote may reverse said action, and may permit exceptions to or a variance from the specific provisions of this chapter subject to the same limitations and conditions as above for appeal to the sewer commission.~~
A party aggrieved by the decision of the Sewer Commission may appeal that decision to the Maine Superior Court within thirty (30) days of the date of the Sewer Commission vote pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(Amended by Ord. of 9-19-77; Order 2020-XX adopted 03/02/2020)

Chapter 27, Sewer User Fees, Industrial Pretreatment Program Requirements and Industrial Cost Recovery

Sec. 27-7. Appeals.

- (a) Any person aggrieved by a determination made under the provisions of this chapter, or any person questioning the amount of or the validity of any charge or fee hereunder, shall first contact the city engineer, or his/her designee, who may make such adjustments as he/she deems appropriate and within the intent of this chapter and chapter 26 of this Code.
- (b) Any person dissatisfied with the action of the city engineer or his/her designee may appeal in writing within ten (10) days to the sewer commission, which shall within thirty (30) days hold a hearing on the appeal. The sewer commission may affirm or amend the city engineer's action, ~~and it may permit exceptions to or variances from the specific provisions of this chapter to prevent undue hardship.~~ The commission may impose such conditions as it deems necessary in furtherance of the intent and purposes of this chapter, including but not limited to, a requirement for added water or sewerage flow metering and reporting.
- (c) ~~A further right of appeal shall be to the city council, which may affirm, reverse or modify the ruling of the sewer commission. Said appeal shall be filed in writing with the city clerk within ten (10) days of the sewer commission action.~~ A party aggrieved by the decision of the Sewer Commission may appeal

that decision to the Maine Superior Court within thirty (30) days of the date of the Sewer Commission vote pursuant to Rule 80B of the Maine Rules of Civil Procedure.

(d) All ~~such adjustments or~~ decisions shall be given in writing and dated.

(Amended by Ord. of 9-19-77; Order 2020-XX adopted 03/02/2020)



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-30

ACCEPTING UNAPPROPRIATED FUNDS REPORT FOR 2ND QUARTER FY 2020

That the Westbrook City Council hereby accepts the enclosed Unappropriated Funds Report for 2nd Quarter FY 2020, in accordance with Order 2019-53.

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Accepting Unappropriated Funds Report for 2nd Quarter FY20

REQUESTED BY: Tressina Germani

DATE: 02/27/2020

SUMMARY:

City Council adopted Order 2019-53 on March 18, 2019, *Amending the City of Westbrook's Unappropriated Funds Policy*, which authorizes City Departments to accept and expend unappropriated funds (such as grants and donations) in amounts less than \$3,000 without first requiring City Council approval. These transactions are reported to Council on a quarterly basis for approval.

Unappropriated funds in amounts of \$3,000 or greater still require Council authorization for acceptance and expenditure.

The enclosed document outlines the receipt/expenditure of all unappropriated funds from October - December 2019 (2nd Quarter of FY20).

BUDGET LINES AFFECTED (IF APPLICABLE):

See attached.

OK
TAA

UNAPPROPRIATED FUNDS RECEIVED - FY20 Qtr 2 / October 1, 2019 - December 31, 2019

<u>Department</u>	<u>Project Name</u>	<u>Submitted By:</u>	<u>Date Received</u>	<u>Received From</u>	<u>Amount</u>	<u>TYPE(Donation, Forfeiture, Grant, etc)/Description</u>	<u>Budget Line/Account Name</u>
Public Services	Public Services Donation	Arty	10/16/2019	Downtown Westbrook Coalition	2,000.00	Donation	21003100 41921 02130/Donations
Public Services	Street Openings	Arty	10/7/2019	New England Utility Constructors, Inc	1,366.34	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	10/7-11/4/19	Les Wilson & Sons	2,694.47	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	10/1-12/30/19	Portland Water District	297.78	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	11/4/2019	Unitil Service Corp	2,588.30	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	11/4/2019	Icon Connections Inc	1,860.88	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	12/17/2019	JMH Excavation	1,515.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	12/27/2019	Gorham Sand & Gravel	2,911.20	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty	12/30/2019	Peters Construction Inc	25.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Veteran's Office	Veteran Services	Arty	10/29/2019	Walmart	500.00	Donation	22001000 46400 02233/Contributions from Private Sources
Veteran's Office	Veteran Services	Arty	10/29/2019	Cornelia Warren	1,034.00	Donation	22001000 46400 02233/Contributions from Private Sources
Library	Library Donations	Julie Peterson	10/1/19-12/31/19	Library Booksale	148.00	Booksale Donation	21005510 44600 02155/Misc Library Fees
Library	Library Donations	Julie Peterson	10/1/19-12/31/19	Library Donations	275.00	Donation	21005510 44600 02155/Misc Library Fees
Library	Library Donations	Julie Peterson	10/1/19-12/31/19	Lost & Paid library materials	411.51	Replacement costs paid for lost or damaged items	21005510 44600 02155/Misc Library Fees
Police	Police Donations	Mary Morrissey	12/17/2019	Saccarappa Lodge	1,000.00	Community Policing Donation	21002110 49000 02110/Other Financing Sources
Police	Police Forfeiture	Mary Morrissey	11/6/2019	State of Maine	2,495.00	Forfeiture - MDEA Asset Disbursement	21002110 49000 02113/Forfeiture Revenue
Police	Police Forfeiture	Mary Morrissey	11/6/2019	State of Maine	902.00	Forfeiture - MDEA Asset Disbursement	21002110 49000 02113/Forfeiture Revenue
Police	Westbrook Recovery Liaison	Mary Morrissey	10/30/2019	Clynk	55.84	Westbrook Recovery Program Contribution	22002110 46400 02214/Contributions from Private Sources
Police	Westbrook Recovery Liaison	Mary Morrissey	12/11/2019	State Farm Insurance	250.00	Westbrook Recovery Program Donation	22002110 46400 02214/Contributions from Private Sources
Police	Westbrook Recovery Liaison	Mary Morrissey	12/11/2019	First Baptist Church Westbrook	400.00	Westbrook Recovery Program Donation	22002110 46400 02214/Contributions from Private Sources
Police	Westbrook Recovery Liaison	Mary Morrissey	12/20/2019	Mitchell, Mark S	1,000.00	Westbrook Recovery Program Donation	22002110 46400 02214/Contributions from Private Sources
Fire	Fire Reserves	Mary Morrissey	12/6/2019	Morgan Hill Dental Care	65.00	CPR class	21002210 46400 02121/Contributions from Private Sources
Grand Total - Unappropriated Funds Received					23,795.32		

UNAPPROPRIATED FUNDS EXPENDED - FY20 Qtr 2 / October 1, 2019 - December 31, 2019

<u>Department</u>	<u>Project Name</u>	<u>Submitted By:</u>	<u>Date Expended</u>	<u>Vendor/Payee</u>	<u>Amount</u>	<u>Expenditure Description</u>	<u>Budget Line/Account Name</u>
Finance	Community Dental Fund	Police	12/4/2019	Delta Dental	436.92	Client Dental Expense	90001550 58900 09105/Miscellaneous Expenditures
Veteran's Office	Veteran Services	Arty	12/4/2019	Walmart	202.96	TV and TV mount	22001000 57301 02233/Equipment
Veteran's Office	Veteran Services	Arty	12/4/2019	Best Buy	229.99	Office home & business software	22001000 57301 02233/Equipment
Veteran's Office	Veteran Services	Arty	12/4/2019	Best Buy	259.98	Computer monitors	22001000 57301 02233/Equipment
Veteran's Office	Veteran Services	Arty	12/4/2019	Best Buy	797.39	Laptop computer	22001000 57301 02233/Equipment
Veteran's Office	Veteran Services	Arty	12/4/2019	Amazon	39.99	Veterans Office supplies	22001000 58900 02233/Misc Expenditures
Econ Dev	WEIC	Dan Stevenson	11/4/2019	Amato's	64.36	WEIC meeting meal	22001390 58900 02299/WEIC Expense
Police	Police Donations	Mary Morrissey	10/31/2019	EE reimbursement	78.91	K9 Training food for 2 day training	21002110 59000 02110/Other Items
Police	Police Donations	Mary Morrissey	12/4/2019	Shaws Westbrook	25.46	Community Policing supplies	21002110 59000 02110/Other Items
Police	Police Donations	Mary Morrissey	12/4/2019	Hannaford Westbrook	24.38	Community Policing supplies	21002110 59000 02110/Other Items
Police	Police Donations	Mary Morrissey	12/4/2019	Hannaford Westbrook	20.31	Community Policing supplies	21002110 59000 02110/Other Items
Police	Police Forfeiture	Mary Morrissey	11/8/2019	Glass & Mirror Services Inc	1,509.60	Public Safety gym - Wall mirror	21002110 58900 02113/Forfeiture Expenses
Police	Police Forfeiture	Mary Morrissey	11/8/2019	Coulter Ventures LLC	2,478.35	Fitness equipment for Public Safety gym	21002110 58900 02113/Forfeiture Expenses
Police	Police Forfeiture	Mary Morrissey	12/4/2019	Revgear Sports Co.	598.68	Fitness equipment for Public Safety gym	21002110 58900 02113/Forfeiture Expenses
Police	Police-Eleanor Saunders Trust	Mary Morrissey	12/6/2019	Hero Industries	945.00	100 K9 hero plush toy dogs for kids	21002110 59000 02126/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	10/4/2019	Super 8 Motel Westbrook	96.26	Westbrook client	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	10/4/2019	Super 8 Motel Westbrook	105.72	Westbrook client	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	10/4/2019	Walmart Falmouth	9.71	Supplies	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	10/4/2019	Dollar Tree Portland	2.00	Supplies	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	10/4/2019	Fundraising for a cause	79.92	Fundraising	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	11/1/2019	Teresa Valliere	100.00	Supervision services 10.23.19	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	11/4/2019	Maine PFR	35.00	ME PFR licensing fee	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	11/4/2019	City of Portland	15.00	Parking	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	11/15/2019	Teresa Valliere	100.00	Supervision services 11.12.19	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	12/4/2019	City of Portland	6.00	Parking	22002110 59000 02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	12/4/2019	Cumberland Farms	25.00	Supplies	22002110 59000 02214/Other Items
Fire	Fire Donations	Mary Morrissey	10/31/2019	Employee Reimbursement	100.00	Fire banquet cake	21002210 59000 02120/Other Items
Fire	Fire Reserves	Mary Morrissey	10/25/2019	Training Technologies International Inc	1,500.00	Confined space rescue refresher course	21002210 53300 02121/Professional Employee Training
Fire	Fire Reserves	Mary Morrissey	10/31/2019	EE reimbursement	949.49	Purchase of gas meter	21002210 57301 02121/Equipment
Fire	Fire Reserves	Mary Morrissey	12/6/2019	Harrison Shrader Enterprises LLC	1,519.50	New Tech wall mounted rack	21002210 57301 02121/Equipment
Grand Total - Unappropriated Funds Expended					12,355.88		



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-31

AUTHORIZING PAYMENT FOR REMOVAL OF ABANDONED POWER LINES AT 371 SACO STREET

That the Westbrook City Council hereby authorizes payment in the amount of \$1,670.79 to Central Maine Power for the removal of abandoned power lines connected to a pole located on City property at 371 Saco Street.

Funds available in budget line 10001310-59999.

First and Final Reading: March 2, 2020

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Power Line Removal

REQUESTED BY: Arty Ledoux

DATE: 02/24/2020

SUMMARY:

To authorize payment to CMP to remove some dead power lines hanging from a pole on the Public Services land abutting the property owners on Richards Street.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds for this work are available in account - 10001310-59999



ENGINEERING & PUBLIC SERVICES



Arty Ledoux
Public Services Operations Manager
371 Saco Street
Westbrook, Maine 04092
Phone: 207-854-0660
Fax: 207-854-0672

To: Honorable City Council
From: Arty Ledoux
Date: February 24, 2020
Re: Payment to CMP

Honorable City Councilor's,

The Public Services Department is requesting authorization to pay Central Maine Power **\$1670.79** for the removal of some dead powers lines hanging from a pole on Public Services land abutting the property of a resident on Richards Street. These power lines supplied power to the former Public Services building.

Funds are available for this work in account - 10001310-59999

Quote

Company Data

CENTRAL MAINE POWER COMPANY
83 EDISON DRIVE
AUGUSTA , ME 04336-0001
USA



0250037205

1 / 1

Customer Data

WESTBROOK SCHOOL DEPT (BUSINESS)
2 YORK ST
WESTBROOK, ME 04092
USA

Service Location:

WESTBROOK SCHOOL DEPT (BUSINESS)
371 SACO STREET
WESTBROOK, ME 04092
USA

Quote

Quote Number: 0882931019002374
Quote Date: 12/30/2019
Customer Number: 0001062459-0001062459
Description: RMV WESTBROOK SCHOOL DEPT~

Work Order: 801000267925
PO Number: 10300625922

Description	Amount	Tax Amount
Labor	1,370.42	0.00
Vehicle	300.37	0.00
Quote Charge	1,670.79	Tax Charge 0.00
Amount Due	\$1,670.79	

ONLY PAYMENTS ARE TO GO TO THE ADDRESS BELOW.

****DO NOT OVERNIGHT PAYMENT**** SENDING OVERNIGHT OR INCLUDING ADDITIONAL DOCUMENTS WILL CAUSE DELAYS.

Payment Method

Work will not be scheduled until payment is received. The estimate is valid for 90 days from the quote date. Request for additional design changes may require a new estimate. If you have any questions regarding this quote, please call (1)207-629-2546 .

For check please detach and return this stub with payment in enclose envelope.



**CENTRAL MAINE
POWER**

WESTBROOK SCHOOL DEPT (BUSINESS)
2 YORK ST
WESTBROOK, ME 04092
USA

CENTRAL MAINE POWER COMPANY
PO BOX 847811
BOSTON, MA 02284-7811

Quote Number
0882931019002374
Customer Number
0001062459-0001062459
Amount Due
\$1,670.79
Amount Paid
\$

Do not write below this line

93100882931019002374000000167079



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-32

AUTHORIZING ACCEPTANCE & EXPENDITURE OF HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a 2020 High Visibility Impaired Driving Enforcement Grant from the Bureau of Highway Safety in the amount of \$2,487 and further authorizes the expenditure of said grant for distracted driving enforcement as outlined in the attached exhibit.

Grant funds to be credited to revenue line 22002110-43400-02210

Expenditure to be deducted from account line 22002110-51300-02210

First Reading: March 2, 2020

Second and Final Reading:

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Acceptance and expenditure of additional funds for the 2020 High Visibility Impaired Driving Enforcement Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 02/10/2020

SUMMARY:

The Westbrook Police Department was awarded \$4,800 for the 2020 High Visibility Impaired Driving Enforcement Grant through the Bureau of Highway Safety, and this was approved by the City Council in January (Order 2020-21). Since then, we have been awarded an additional \$2,487 through this grant. These funds will be used to pay for tuition and lodging costs to send three of our officers to a forensic phlebotomist class. Also known as blood techs, forensic phlebotomists are used to draw blood of drug-impaired drivers, drivers involved in a serious or fatal motor vehicle crash, or drivers who are unable to take an intoxilyzer test. They are a vital part of our impaired driving enforcement. The State has redone the requirements for forensic phlebotomists, and without sending the officers to this training we will not have any certified officers, which would greatly hamper our impaired driving investigations.

Similar to before, no City funds will be appropriated to this grant. The match portion of this grant will come from time spent by the administration administering the grant, and the time of the officers spent in training.

BUDGET LINES AFFECTED (IF APPLICABLE):

22002110-43400-02210 revenue State Grants
22002110-51300-02210 expense OT Grants

OK
TAA

SUBGRANT CONTRACT

DO NOT ENCUMBER

**PLEASE RETURN TO:
BUREAU OF HIGHWAY SAFETY
LAUREN STEWART, DIRECTOR
45 COMMERCE DRIVE, SUITE 1
STATE HOUSE STATION 164
AUGUSTA, MAINE 04333-0164**

SUBGRANT #: ID20-029
APPROVAL DATE: 10/01/2019
PROJECT PERIOD: 10/01/2019 TO 09/15/2020
013 16A 405D 012 6401 ID029

The Bureau of Highway Safety, hereinafter called the subgrantor, herewith agrees to provide funds in accordance with the provisions of the Highway Safety Act of 1966, as amended, and appropriate state statutes and regulations to:

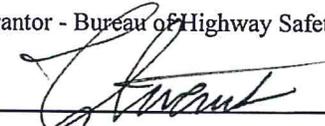
Subgrantee Legal Name: Westbrook Police Department

hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

The subgrantee agrees to the terms and conditions stated in the approved subgrant application on file at the office of the subgrantor which are made a part of this contract by reference. The subgrantee agrees to comply with the reimbursement procedures required by the subgrantor and with all special conditions imposed by the subgrantor in approving the award.

The subgrantee agrees to provide the required matching contributions as specified in the approved subgrant application for your 2020 NHTSA HVE & Drive Sober.

Federal: \$7,287.00
E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

For the Subgrantor - Bureau of Highway Safety		
<u>10/2020</u>		Director
Date:	Authorized Signature	Title
	Lauren V. Stewart	
<u>02/10/2020</u>		Chief
Date:	Authorized Signature for Subgrantee	Title
	Chief Janine Roberts	

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE DEPARTMENT OF THE ATTORNEY GENERAL ON MAY 6, 1996.

This contract is valid only if signed by an authorized representative of the applicant and BHS and has been approved by the Maine Division of Purchases.
This subgrant award is conditional upon subsequent legislative or executive action, federal or state, which may result in a budget recision, deferral or revision.
Approval may also be contingent upon a current year comprehensive plan approval by NHTSA.



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-33

AUTHORIZING ACCEPTANCE & EXPENDITURE OF DONATION FOR DOMESTIC VIOLENCE PREVENTION
ALARM SYSTEM

That the Westbrook City Council hereby authorizes the acceptance and expenditure of donation in the amount of \$4,210.16 from Calpine for the purchase and installation of a Scout Alarm System from Stop Stick, LTD of Harrison, OH for use in domestic violence prevention.

Donation to be deposited into revenue line 21002110-49000-02110

Expenditure to be deducted from account line 21002110-59000-02110

First Reading: March 2, 2020

Second and Final Reading:

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Acceptance and expenditure of a donation for a Scout Alarm

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 02/10/2020

SUMMARY:

Calpine Corporation has graciously offered to donate the funds to the Westbrook Police Department for the purchase of a Scout Alarm. The total donation is for \$4,210.16. The Department uses Scout Alarms to help protect victims of violent crimes, in particular domestic violence victims. We recently purchased a second Scout Alarm, but even with that purchase we still had a need for an additional alarm. This generous donation by Calpine will help us better serve and protect victims in our community.

BUDGET LINES AFFECTED (IF APPLICABLE):

Revenue line 21002110-49000-02110 Police donations
Expense line 21002110-59000-02110 Other items



158 RAND ROAD
 PORTLAND, ME 04102

QUOTATION

Quote Number: 7260
 Quote Date: Jan 29, 2020
 Page: 1

Voice: 207-797-7503
 Fax: 207-878-3521

Quoted To:
WESTBROOK POLICE DEPT 570 MAIN STREET WESTBROOK, ME 04092

Customer ID	Good Thru	Payment Terms	Sales Rep
WESTBROOK POLICE DEP	2/28/20	Net 30 Days	SCOTT

Quantity	Item	Description	Unit Price	Amount
		Pricing for the following: 1) New NX-3200 radio for new Scout 2) Configure new NX-3200 radio and loaner portable radio for simplex DMR test channel and ship to Scout 3) Configure NX-3200 for Westbrook Primary after return from Scout Note: Any additional services or assistance to Scout will be invoiced to Westbrook at the standard RCM labor rate.		
1.00	NX-3200K2-LKVP	VHF (136-174MHz), 5W, 512 CH, LCD & D-PAD/4 KEY (INCLUDES KNB-57L, KSC-25LSK & KRA-26M	615.00	615.00
1.00	LOANER	Loaner DMR Portable radio with battery/antenna (and charger if not an NX-3200)		
1.00	TECHNICIAN-12	TECHNICIAN LABOR - 12 - Configure new NX-3200 and loaner radio with test channels and prepare for shipment to Scout	80.00	80.00
0.50	TECHNICIAN-12	TECHNICIAN LABOR - 12 - Configure customer radio for Westbrook Primary after return from Scout	80.00	40.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



158 RAND ROAD
PORTLAND, ME 04102

QUOTATION

Quote Number: 7260
Quote Date: Jan 29, 2020
Page: 2

Voice: 207-797-7503
Fax: 207-878-3521

Quoted To:
WESTBROOK POLICE DEPT 570 MAIN STREET WESTBROOK, ME 04092

Customer ID	Good Thru	Payment Terms	Sales Rep
WESTBROOK POLICE DEP	2/28/20	Net 30 Days	SCOTT

Quantity	Item	Description	Unit Price	Amount
1.00	UPS	Shipping charge to send (2) radios to the factory.	13.16	13.16
			Subtotal	748.16
			Sales Tax	
			TOTAL	748.16



Quotation

Quote Number 2020-9218
Terms Net 30 Days
Date 01/29/2020
Sales Person Cyndi Alley
Valid Until 02/28/2020
Shipping Fedex
Contract Number Cooperative

Ship To Steven Goldberg
Westbrook Police Department
[ME]
570 Main St
Westbrook, ME 4092
United States
207-854-0644
sgoldberg@westbrook.me.us
Bill To Steven Goldberg
Westbrook Police Department
[ME]
570 Main St
Westbrook, ME 4092
United States
207-854-0644
sgoldberg@westbrook.me.us

Table with 5 columns: #, Qty., Product, Item Code, Unit Price, Ext. Price. Rows include Centurion Scout Base Unit, Duress Button-Single Button/Water-Resistant Pendant, S- Kenwood NX320 Kit, and R7033 Digital Filter.

Quotation Totals

Currency: US Dollar
Subtotal: \$ 3,410.00
Shipping Provider: Fedex
Shipping and Handling: \$ 52.00
Total: \$ 3,462.00

Quotation Accepted By

Quote Number 2020-9218
P.O. Number
Tax Exempt # E80707
Print Name
Title
Signature
Date



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-34

AUTHORIZING AWARD OF BID FOR 2020 SEWER LINING PROJECT

That the Westbrook City Council hereby authorizes an award of bid for the 2020 rehabilitations of sewer lines on Roy Avenue, Graham Road, Allen Avenue, Boothby Avenue and Main Street to Granite Inliner, LLC of Fairfield, ME at a total cost of \$47,120.

Funds available in budget line 80003250-57400.

First Reading: March 2, 2020

Second and Final Reading:

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Authorizing Award of Bid for 2020 Lining Projects

REQUESTED BY: Katherine Kelley

DATE: 02/18/2020

SUMMARY:

The Department of Engineering & Public Services requests authorization to contract with Granite Inliner of Fairfield in the amount of \$47,120.00 for the rehabilitation of sewer lines on Roy Avenue, Graham Road, Allen Avenue, Boothby Avenue and Main Street. Granite Inliner was the lowest bidder of five bidders with Insituform Technologies, LLC being the second.

BUDGET LINES AFFECTED (IF APPLICABLE):

80003250 57400

OK *SM Knight*

Bid Tabulation
2020 Sewer Lining Projects

Company Name	Total Base Bid Price
Green Mountain Pipeline Services	\$65,839
Instituform Technologies	\$55,810
Nathional Water Main Cleaning Co	\$73,395
Granite Inliner, LLC	\$ 47,120
Ted Berry	\$ 84,780

BID FORM

2020 SEWER LINING PROJECTS

City of Westbrook, Maine

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City Clerk, City of Westbrook, 2 York Street, Westbrook, ME 04092

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	01/30/2020
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ROADWAY, DRAINAGE & SEWER IMPROVEMENTS PROJECT WESTBROOK, MAINE						
Street Name	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
Roy	LF	8-INCH CAST-IN-PLACE PIPE @ Thirty Dollars and Fifty Cents	30.50		9,699.00	
	318	<u>Per Lineal Foot</u>				
Graham	LF	8-INCH CAST-IN-PLACE PIPE @ Twenty Seven Dollars and Zero Cents	27.00		10,746.00	
	398	<u>Per Lineal Foot</u>				
Allen	LF	10-INCH CAST-IN-PLACE PIPE @ Forty Dollars and Zero Cents	40.00		9,000.00	
	225	<u>Per Lineal Foot</u>				
Boothby	LF	8-INCH CAST-IN-PLACE PIPE @ Thirty Three Dollars and Zero Cents	33.00		8,250.00	
	250	<u>Per Lineal Foot</u>				
Main	LF	8-INCH CAST-IN-PLACE PIPE @ Thirty Two Dollars and Fifty Cents	32.50		9,425.00	
	290	<u>Per Lineal Foot</u>				
TOTAL AMOUNT OF SEWER LINING BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES						
Forty Seven Thousand One Hundred Twenty Dollars and Zero Cents						47,120.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Granite Inliner, LLC

By:
[Signature]

[Printed name] Nathan Holmes, Area Manager

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Jean Gorey

Title: Office Manager

Submittal Date: 02/12/2020

Address for giving notices:

Granite Inliner, LLC | 195A Norridgewock Road, Fairfield ME 04937



Telephone Number: 207-453-9900

Fax Number: 207-453-9910

Contact Name and e-mail address: Nathan Holmes
nate.holmes@gcinc.com

Bidder's License No.: N/A
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID BOND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Granite Inliner, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Westbrook, as Obligee, in the sum of Five Percent (5%) of Bid Amount Dollars (\$5% of Bid Amount) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for 2020 Lining Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 6th day of February, 2020.



Granite Inliner, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

Isabel Barron, Attorney-in-Fact



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

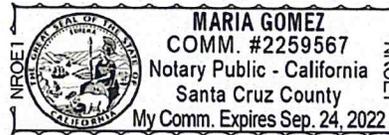
State of California
County of Santa Cruz)

On February 6, 2020 before me, Maria Gomez, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Maria Gomez*
Maria Gomez, Notary Public

(Seal)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

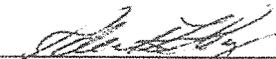
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 6, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



Granite Inliner
195A Norridgewock Road
Fairfield, ME 04937

τ 207.453.9900
graniteconstruction.com

2020 SEWER LINING PROJECTS
City of Westbrook, Maine

Suppliers:

CIPP Liner:

Inliner Technologies, LLC
1468 West Hospital Road
Paoli, IN 47454

All work self-performed, no Subcontractors will be utilized.

Filing Fee \$90.00
(If changing ONLY Item FIFTH filing fee \$35.00)

LIMITED LIABILITY COMPANY

STATE OF MAINE

STATEMENT OF CHANGE
OF FOREIGN QUALIFICATION

LAYNE INLINER, LLC

(Name of the Foreign Limited Liability Company
in the Jurisdiction of Organization)

File No. 20070344FC Pages 3
Fee Paid \$ 90
DCN 2182132290026 LNME
FILED
07/30/2018

Julie L. Flynn
Deputy Secretary of State

A True Copy When Attested By Signature

Julie L. Flynn
Deputy Secretary of State

Pursuant to 31 MRSA §1622.3, the undersigned limited liability company executes and delivers the following Statement of Change of Foreign Qualification:

FIRST: If the name of the limited liability company* in its jurisdiction of organization has been changed (if no change, so indicate) to a name that does not contain one of the following ("limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" - see 31 MRSA 1508), the proposed name to be used in this State:

Granite Inliner, LLC

SECOND: If the name of the limited liability company in the jurisdiction of organization does not comply with 31 MRSA §1508, the fictitious name under which it seeks authority to conduct activities in the State of Maine is (if not applicable, so indicate)

Not Applicable

Form MLLC-5 accompanies this application.

A fictitious name is a name adopted by a foreign limited liability company authorized to transact business in this State because its real name is unavailable pursuant to 31 MRSA §1508.

THIRD: The date on which the foreign limited liability company was qualified to conduct activities in the State of Maine: 01/05/2007

FOURTH: The nature of the business or purpose(s) to be conducted or promoted in the State of Maine is (if no change, so indicate)
No Change

FIFTH: The new address of the principal office, wherever located, is: (if no change, so indicate)

No Change

(physical location - street (not P.O. Box), city, state and zip code)

(mailing address if different from above)

Form No. MLLC-12A (1 of 2)

SIXTH: Complete only if there is a change to the registered agent information.

The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

(Name of noncommercial registered agent)

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

SEVENTH: Pursuant to 5 MRSA §§105.2 or 108.3, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

EIGHTH: The new state or other jurisdiction under whose law the foreign limited liability company is now formed (if no change, so indicate):

A certificate of existence or such other document that the Secretary of State determines to be suitable for purposes of proving the valid existence of the foreign limited liability company under the law of the State or other jurisdiction is attached. The certificate or other document must not have been issued more than 90 days before the delivery of this statement to the office of the Secretary of State.

NINTH: Other changes to the statement, if any, are set forth in Exhibit _____ attached and made a part hereof.

Dated 6-27-18

Alicia L. Crandall
(Authorized Signature**)

Alicia L. Crandall, Authorized Person
(Type or print name and capacity)

*The limited liability company name as used in the State of Maine must contain one of the following: "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "L3c" – see 31 MRSA 1508). If the addition of these words is the only difference from the limited liability company's real name in its jurisdiction of organization, then no fictitious name filing is required.

**Pursuant to 31 MRSA §1676.1, this statement MUST be signed by a person authorized by the foreign limited liability company.

The execution of this statement constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to: **Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov**

Form No. MLLC-12A (2 of 2) 7/1/2011

State of Indiana
Office of the Secretary of State

Certificate of Fact

To Whom These Presents Come, Greeting:

I, **CONNIE LAWSON**, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

GRANITE INLINER, LLC

filed amendment on 06/27/2018, changing their name from LAYNE INLINER, LLC to GRANITE INLINER, LLC.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 06, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

2002050200119 / 2018663093

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>
Expires on August 05, 2018.

GRANITE INLINER, LLC
CERTIFICATE OF SECRETARY

RESOLVED, that, effective January 2 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$100,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 2 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$500,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 2 through December 31, 2020, the individuals named on the attached Exhibit 3 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$2 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective January 2 through December 31, 2020, the individual named on the attached Exhibit 4 is authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$5 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Ashley M. Stinson, do hereby certify that I am duly qualified as Secretary of GRANITE INLINER, LLC, an Indiana limited liability company (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective January 2, 2020, by unanimous written consent of the Management Committee; that the Managers acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: January 2, 2020



Ashley M. Stinson

EXHIBIT 1
\$100,000 Authority
Project Manager I & II

GRANITE INLINER, LLC

AUTHORIZED SIGNERS

Eric Haenlein, Project Manager
Cody Beal, Project Manager
Christian Brown, Project Manager
Marc Cool, Project Manager
Johnnie Flora, Project Manager
Christopher Hee, Project Manager
Christopher Kahler, Project Manager
Eric Keller, Project Manager
Douglas Little, Project Manager
Justin Morgan, Project Manager
Joseph Moya, Project Manager
John Murphy, Project Manager
Steve Overton, Project Manager
Jimmy Rogers, Project Manager
Daniel Rosen, Project Manager
Jerry Alan Smith, Project Manager
Ryan Smith, Project Manager
Reid Sutherland, Project Manager
Kenneth Thompson, Project Manager
Matt Konopka, Project Manager
Samuel Byler, Project Manager
Jacob Champ, Project Manager
Ryan Bright, Project Manager
Jenna Luz, Project Manager
Michael Richie, Project Manager
Christopher Vogus, Project Manager
Matthew Blais, Project Manager
Philip Harbaugh, Project Manager
Chris Mateo, Project Manager
Brandon Stangle, Project Manager
Josh Alley, Project Manager
Josh Parker, Project Manager
Jimmie McManis Jr., Project Manager
Robert Middlestead, Project Manager

ATTESTORS

Annastacia Tooke, Operational Support
Debbie Brown, Operational Support
Jean Gorey, Operational Support
Marjorie Perdue, Operational Support
Melissa Patch, Operational Support
Melissa Zelaya, Operational Support
Monica Bovis, Operational Support
Debbie Butler, Operational Support
Sara Robinson, Operational Support
Stephanie Todd, Office Manager
Linda Andry, Operational Support

Dionna Johnson, Operational Support
Shaina Holland, Project Administrator
Eve Tinis, Operational Support
Jenna Luz, Project Manager
Diana Bolano, Proposal Coordinator
Terri Ochoki, Office Manager
Alicia Crandall, Controller
Stephanie Taylor, Operation Finance Manager
Allison Brown, Operation Finance Manager

EXHIBIT 2
\$500,000 Authority
Business Development Managers
Project Manager III
Chief Estimator

GRANITE INLINER, LLC

AUTHORIZED SIGNERS

Harry Mason, Business Development Manager
Jason Walborn, Business Development Manager
Kim Lewis, Business Development Manager
John Thompson, Business Development Manager
Lee Orr, Project Manager III
Dale Newby, Operations Manager
Pat Szyska, Senior Estimator
Brett Anderson, Estimator

ATTESTORS

Annastacia Tooke, Operational Support
Debbie Brown, Operational Support
Jean Gorey, Operational Support
Marjorie Perdue, Operational Support
Melissa Patch, Operational Support
Melissa Zelaya, Operational Support
Monica Bovis, Operational Support
Debbie Butler, Operational Support
Stephanie Todd, Office Manager
Linda Andry, Operational Support
Dionna Johnson, Operational Support
Eve Tinis, Operational Support
Jenna Luz, Project Manager
Shaina Holland, Project Administrator
Diana Bolano, Proposal Coordinator
Terri Ochocki, Office Manager
Alicia Crandall, Controller
Stephanie Taylor, Operation Finance Manager
Allison Brown, Operation Finance Manager
Sara Robinson, Operational Support

EXHIBIT 3
\$2M Authority
Area Managers
District Managers
General Managers

GRANITE INLINER, LLC

AUTHORIZED SIGNERS

Michael Chretien, Area Manager
Nate Holmes, Area Manager
Richard Cooper, Area Manager
Tommy Robertson, Area Manager
Jesse Cole, Area Manager
Daniel Banken, Area Manager
Max Gowdy, Area Manager
Ian Blackburn, Area Manager
John Rinehart, Area Manager
Carl Smith, District Manager
Mike Cannon, District Manager
Brent Buckalew, General Manager
Jim Oban, District Manager
Mark Slack, District Manager
Tyson Crandall, District Manager

ATTESTORS

Annastacia Tooke, Operational Support
Debbie Brown, Operational Support
Jean Gorey, Operational Support
Marjorie Perdue, Operational Support
Melissa Patch, Operational Support
Melissa Zelaya, Operational Support
Monica Bovis, Operational Support
Debbie Butler, Operational Support
Sara Robinson, Operational Support
Stephanie Todd, Office Manager
Linda Andry, Operational Support
Dionna Johnson, Operational Support
Eve Tinis, Operational Support
Jenna Luz, Project Manager
Shaina Holland, Project Administrator
Diana Bolano, Proposal Coordinator
Terri Ochocki, Office Manager
Alicia Crandall, Controller
Stephanie Taylor, Operation Finance Manager
Allison Brown, Operation Finance Manager

EXHIBIT 4
\$5M Authority
Regional Vice Presidents

GRANITE INLINER, LLC

AUTHORIZED SIGNERS
Jeff Lewis, Vice President

ATTESTORS
Alicia Crandall, Controller
Stephanie Taylor, Operation Finance Manager
Allison Brown, Operation Finance Manager



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: March 2, 2020

Order: 2020-35

AUTHORIZING UTILITY RECEIVABLE AGREEMENT WITH MAINE DEPARTMENT OF TRANSPORTATION

That the Westbrook City Council hereby authorizes the Mayor or his designee to enter into a Utility Receivable Agreement with the Maine Department of Transportation for adjustments to sixteen (16) sewer system manholes on Route 302 as a result of milling and paving work as outlined in the attached exhibit, and further authorizes payment of up to \$25,600 to Maine Department of Transportation for said adjustment work.

Funds available in budget line 80003250-58983.

First Reading: March 2, 2020

Second and Final Reading:

Attest:

City Clerk

Mayor



CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

Requests are due to the City Clerk two Fridays prior to a Council meeting. If expenditure/acceptance of funds is involved, Finance Department approval is required prior to submission.

PROPOSED TITLE: Authorizing Utility Agreement with MaineDOT

REQUESTED BY: Katherine Kelley

DATE: 02/24/2020

SUMMARY:

The Department of Engineering and Public Services requests authorization to enter into an utility agreement with the Maine Department of Transportation. This utility agreement agrees to pay for the adjusting of structures for the milling and paving of Route 302 from 0.02 of a mile west of Riverside Street to 0.03 of a mile west of Chase Hill Drive. This section of roadway has a total of 16 structures. With a total of 16 structures in this section, the utility agreement estimates a total of \$25,600.00 in cost for adjusting structures. This project is set to be completed for the next construction season.

BUDGET LINES AFFECTED (IF APPLICABLE):

~~Sewer Fund Balance~~

BNW
8600 3250 -58983

<i>MaineDOT Use Only</i>	
TEDOCS #:	_____
CT#:	_____
CSN#:	_____
Program:	_____

**MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT**

<i>(MaineDOT Use Only)</i>	
Project Location: <u>Westbrook & Portland</u>	Estimated Agreement Amount: \$ <u>25,600.00</u>
State WIN #: <u>23721.00</u>	Vendor Customer #: _____
Federal Aid Project #: <u>2372100</u>	MaineDOT Signed Date: _____
	Forecasted Agreement End Date: <u>12/31/2020</u>

THIS AGREEMENT, entered into the last date signed herein at the end of this agreement, between the **Maine Department Of Transportation** (hereafter the “Department”) and the **City of Westbrook**, duly authorized and existing under the Laws of the State of Maine and having an office in the City of Westbrook, County of Cumberland (the “Utility”) (the Department and the Utility are collectively referred to as the “Parties”).

1. The Department is implementing a transportation project identified as “Federal Aid Project Number 2372100; WIN: 23721.00 (the “Project”) for highway improvements in the City of Portland and Westbrook, Cumberland County;

2. In connection with the Project, the Department has prepared plans and specification for the Project that resulted in the following determination:

 X The Department has identified the locations of existing utility facilities owned and maintained by the Utility and lawfully installed within the limits of the public highway right-of-way and the impact limits of the Project that must be relocated to accommodate the Project (the “Affected Facilities”);

3. The Affected Facilities consist of **Sewer System Manholes**;

4. The Utility has prepared and provided to the Department the scope of work necessary for relocating or installing the Affected Utilities (the “Utility Work”) and the estimated costs associated therewith, which are outlined in **Appendix A**, attached hereto and made a part hereof. The costs associated with the Utility Work are the sole responsibility of the Utility.

5. The Parties wish to establish a process for including the Utility Work in the Department’s construction contract for the Project.

NOW, THEREFORE, the Parties agree as follows:

6. Plans, Specifications and Estimate:

- a. The Utility shall, at its own expense, perform and provide all engineering, design and related services related to the Utility Work necessary to enable the Department and/or its consultant to generate construction plans, specifications and an estimate of material quantities for the Utility Work to be included in the Project contract. The Utility will be responsible for locating and recording the location of all Utility Work, including services and other appurtenances within the Project area. To the extent possible and consistent with laws, practices and policies of the Department and the industry, the Utility Work shall be performed in accordance with the plans and specifications provided by the Utility and, if applicable, the most recent version of the Department's Standard Specifications.
- b. All plans shall be on sheets of the same size used by the Department and be reproducible by black and white printing. Specifications shall be on 8 ½ x 11-inch paper, suitable for binding with the Department's specifications. The estimate of quantities shall be in the form prescribed by the Department. In the event of field changes to the Utility Work, the Utility shall prepare any additional plans and specifications and the Department shall prepare a Project change order and amend this Agreement incorporating any changes therein. All plans and specifications will be marked with the Federal Aid Project Number referenced in this Agreement.
- c. The Utility will provide the Department with the plans, specifications and an updated estimate as described in Appendix A no later than one month prior to the scheduled advertise date for the Project.
- d. The Utility shall be responsible for obtaining a Utility Location Permit from the Department in accordance with Title 35-A M.R.S.A. Chapter 25 and for recording the location of all utilities in a manner and form to be specified by the Department.

Opt-Out Approach: The Department will prepare the Project contract documents to include the Utility Work specified in Appendix A as an opt-out bid option. The Utility Work items will not be used as a basis of contract award. Bidders will be required to bid both the Project work and the Utility Work, with the low-bid for the Project work used as a basis of contract award. Upon the Department's selection of the low-bidder for the Project (the "Selected Project Contractor"), the Utility agrees as follows:

- i. If the Selected Project Contractor's submitted bid for the Utility Work is no more than 15% over the total estimated amount for the Utility Work included in Appendix A, the Utility agrees to have the Utility Work included in the Project contract. The Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for

through a written modification of this agreement approved by both the Utility and the Department.

- ii. If the Selected Project Contractor's submitted bid for the Utility Work is more than 15% over the estimated amount for the Utility Work, the Department will provide the Utility with the applicable bid prices for the Utility Work from the Selected Project Contractor. Within 48 hours of such notification, the Utility agrees to notify the Department of its authorization to include the Utility Work in the Project contract or its decision to accomplish the Utility Work independently.
 1. When the Utility Work is included in the Project contract, the Utility Work will be paid for by the Utility, and any changes that increase the Utility Work estimate or amount will be paid for through a written modification of this agreement approved by both the Utility and the Department.
 2. If the Utility elects to perform the Utility Work independently, the Department will remove the Utility Work items from the Project contract, and the Utility agrees to accomplish the Utility Work in accordance with their plans and specifications in a manner that, in the opinion of the Department, does not adversely affect the Project's construction operations or cause delay in the Project's construction schedule.

7. Inspection:

- a. The Utility shall be responsible for providing all engineering and inspection associated with the Utility Work including computing quantities for payment and other incidental and related work unless otherwise stated herein. By the end of each work day, whenever Utility Work is performed, the Utility will provide the Department's on-site representative with an itemized summary of all the Utility Work completed.
- b. The Department shall provide inspection of the quality and compaction of backfill installed in connection with the construction contract, excluding bedding and other special backfills and materials used in the installation of the Utility Work.
- c. If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to the following:
 - i. Should the Utility find the Project contractor's materials or workmanship to be insufficient in any way, the Utility agrees to inform the Department's on-site representative as soon as possible, but no later than the end of the day in which the problem is identified.

- ii. As administrator to the construction contract, the Department's on-site representative shall be responsible for authorizing all payments relating to the Utility Work, issuing all directives to the Project's contractor and making the final determination in the event of any disagreements.
- 8. **Ownership of Completed Utilities:** Upon completion of the Utility Work the Utility shall assume complete ownership of, and responsibility for, the utility facilities installed in connection with the Utility Work.
- 9. **Claims:** The Utility shall be responsible for the prompt review and settlement of any claims arising from or related to the Utility Work or its impact on the Project.
- 10. **Indemnification:** The Utility shall indemnify, defend and hold harmless the Department and its officers, employees, agents and assigns, from and against any and all claims, liability or expenses, including but not limited to reasonable attorney's fees and litigation costs (the "Claims"), to the extent such Claims are caused, or alleged to have been caused, by acts or omissions of the Utility or any of its officers, employees, agents, representatives, supervisors, contractors, subcontractors or consultants in connection with the performance of its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to waive any defense, immunity or limitation of liability that may be available to the Department or the Utility pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*) or any other privileges or immunities provided by law. The terms outlined in this section shall survive any termination or expiration of this Agreement.
- 11. **Buy America Requirements:** This agreement is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in MaineDOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America which are incorporated and made a part hereof by reference.
- 12. **Subsequent Excavations and/or Installations:** Except in the case of an emergency, the Utility acknowledges and agrees to refrain from applying for a permit for the excavation of the highway within the limits of the Project for a period of at least (3) years following the completion of the Project, and agrees to make all necessary notifications to abutters and occupants of the highway as otherwise required of any municipal government under the provisions of 23 M.R.S.A. § 3351. In all cases, whether an excavation moratorium as described above applies, or as in the case of Light Capital Paving projects where no excavation moratorium applies, the Utility further acknowledges and agrees that all subsequent excavations and/or installations within the right-of-way of the Project limits shall be regulated and controlled in the manner specified by the most recent version of the Department's "*Utility Accommodation Rules*", which are incorporated and made a part hereof

by reference. The terms outlined in this section shall survive any termination or expiration of this Agreement.

13. **Non-Appropriation and Termination:** Anything herein to the contrary notwithstanding, the Utility acknowledges and agrees that, although the execution of this Agreement by the Department manifests the Department's intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and, therefore, this Agreement does not create any obligation on behalf of the Department in excess of such appropriations. In the event of unanticipated impacts on the Project, such as, changes in the Project design, or a loss in Project funding, or a delay in advertising or awarding of the contract, the Department may postpone, suspend, abandon or otherwise terminate this Agreement upon thirty (30) days written notice to the Utility and in no event shall any such action be deemed a breach of contract.

14. **Payment:** If the Utility Work is included in the Project contract pursuant to Section 6.e. above, the Utility agrees to reimburse the Department for the full amount of the cost of the utility work. A detailed breakdown of the anticipated cost of the Utility Work is attached hereto and incorporated herein as Appendix A. The Department will issue a final invoice after all the Utility Work is complete, all quantities are verified and any required adjustments have been made. The Department, at its sole discretion, may issue periodic invoices for portions of the Utility Work as it is being completed. The final invoice will include any remaining costs or credits. The Utility shall submit payment to the Department within 30 days from the invoice date.

15. Contact Information:

For the Department:

Name: David Lycette
Address: Maine DOT
16 State House Station
Augusta, ME 04333-0016
E-mail: david.lycette@maine.gov
Telephone: (207) 592-1378

For the Utility:

Name: Katherine Kelley
Address: Westbrook Public Services
371 Saco Street
Westbrook, ME 04092
E-mail: kkelley@westbrook.me.us
Telephone: (207) 854-0660 ext 3012

16. No Relief of Responsibilities: Nothing in this agreement is intended, nor shall be interpreted, to relieve the Utility of any responsibilities or duties imposed upon it by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the date last signed below.

CITY OF WESTBROOK

By: _____

Print Name: _____

Title _____

Duly Authorized

DATE: _____

**STATE OF MAINE
DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: _____

Title _____

Duly Authorized

DATE: _____

APPENDIX A
PROJECT SCOPE

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

CITY OF WESTBROOK – PUBLIC WORKS DEPARTMENT
(Route 302)

FEDERAL AID PROJECT NO. 2372100
STATE PROJECT IDENTIFICATION NUMBER (WIN) 23721.00

Project Scope: Lower all sewer manholes on the project if needed for milling and raise all sewer manholes on the project after shim to match new final surface paving.

ESTIMATE OF UTILITY WORK:

Item #	Pay Item	Estimated Quantity /Unit	Unit Price	Utility Cost
812.162	Adjusting Sewer Manhole to Grade	16 Each	\$1,600.00	\$25,600.00
Total Cost:				\$25,600.00

ESTIMATED PAYMENT SCHEDULE:

Utility	Payment Amount	Estimated Invoice Date
City of Westbrook	\$25,600.00	After utility work is complete. On or after 7/1/2020.