



**WESTBROOK CITY COUNCIL
SPECIAL CITY COUNCIL MEETING AGENDA
MONDAY OCTOBER 19, 2020 AT 7:00 PM
WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.**



- I. READING THE CALL FOR THE SPECIAL CITY COUNCIL MEETING**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF MINUTES**
- V. MAYOR'S MESSAGE**
- VI. STUDENT REPRESENTATIVE UPDATE**
- VII. PUBLIC COMMENT**
- VIII. UNFINISHED BUSINESS**
- IX. ORDERS OF THE DAY (SECOND AND FINAL READING)**
 - Order 2020-119 Authorizing Purchase & Sale Agreement at 850 Main Street
 - Order 2020-120 Authorizing Acceptance & Expenditure of Keep ME Healthy Grant
 - Order 2020-121 Authorizing Acceptance & Expenditure of Assistance to Firefighter Grant
 - Order 2020-122 Authorizing Acceptance & Expenditure of Federal Asset Forfeiture Funds
 - Order 2020-123 Authorizing Expenditure for Concrete Work at Lincoln Street Rink
- X. NEW BUSINESS**
 - Orders (One Reading Required)
 - Order 2020-124 Authorizing Expenditure for Cubicle Workspace
 - Order 2020-125 Confirming Acceptance & Expenditure of Election Assistance Grant
 - Orders (Two Readings Required)
 - Order 2020-126 Authorizing Expenditure for Emergency Repairs to Engine 4
 - Order 2020-127 Authorizing Acceptance & Expenditure of Several Police Department Grants
- XI. PUBLIC COMMENT**
- XII. REFERRALS**
- XIII. COMMITTEE REPORTS**
 - Committee of the Whole
 - Hours for Construction & Noise Ordinance
 - Residential Landlord Registration
 - City Council Rules & Procedures

Facilities & Streets Committee

Austin Street Extension

Sidewalks & Traffic at Haskell Street

Condition of Westbrook Middle School Baseball Field

Traffic Issues on Forest Street

Finance

Creating a Fire Truck Fund

XIV. EXECUTIVE SESSION

Request to enter into Executive Session pursuant to 1 MRSA 405 6(C) to discuss an economic development matter where premature disclosure of information would prejudice the competitive or bargaining position of the City.

XV. ADJOURNMENT

To: Honorable City Council
From: Jerre R. Bryant, City Administrator
Date: October 15, 2020
Subject: Position Paper for Special City Council Meeting of October 19, 2020

ORDERS OF THE DAY

- 2020-119 This authorizes a purchase and sale agreement with A.W.D. Management of Westbrook, Maine for the purchase of a 3,600 square foot parcel of land located at 850 Main Street at a purchase price of Fifty-Thousand dollars (\$50,000). Since this area of public space was reconfigured under Urban Renewal, the area that is the subject of this purchase has functioned as part of the public open space, with public improvements actually being constructed on this private property. Prior to proceeding with the revitalization of this public space, it is important for the entire space to be city owned. This purchase price is within the range previously authorized by the City Council and is based on a proration of the assessed land value for the property. Funding for this purchase will come out of the Westbrook Common Redevelopment Fund. Approval of this purchase and sale agreement is supported by the Administration, was given first reading on October 5, 2020 and is in order for final City Council action.
- 2020-120 This accepts and authorizes expenditure of a Keep ME Healthy Grant from the Maine Department of Health & Human Services in the amount of \$242,530. This total amount was funded through two rounds of grant awards and funds the purchase of Personal Protection Equipment (PPE), local business retention & expansion, public education materials and personnel costs related to COVID-19 outreach and education. Acceptance and expenditure authorization of this grant is supported by the Administration, was given first reading on October 5, 2020 and is in order for final City Council action.
- 2020-121 This accepts and authorizes expenditure of an Assistance to Firefighters Grant from the Federal Emergency Management Agency (FEMA) in the amount of \$21,809.52 to fund the purchase of Personal Protective Equipment (PPE) for use by public safety personnel. This grant requires a 5% local match of \$1,090.48 which is being funded through the Fire Department's operating budget. Acceptance and expenditure authorization of this grant is supported by the Administration, was given first reading on October 5, 2020 and is in order for final City Council action.

2020-122 This accepts and authorizes expenditure of Federal Asset Forfeiture Funds in the amount of \$4,377.10 for the Westbrook Police Department. When the Westbrook PD participates in the successful investigation, arrest and conviction, a portion of any forfeited assets (money or property) is shared with the department. This most frequently occurs at the State level through the Attorney General's office. This case was actually a federal case where a portion of the forfeited assets is being conveyed to the City of Westbrook to be used to supplement and not supplant resources available to the Police Department. This acceptance and expenditure authorization is supported by the Administration, was given first reading on October 5, 2020 and is in order for final City Council action.

2020-123 This authorizes an expenditure of \$72,160 with S & S Concrete Floors of New Ipswich, New Hampshire for concrete work at the Lincoln Street Rink. Demolition of the former rink and site preparation has been completed by the City's Public Services Department and the concrete base will enable other contractors to install the rink surface and the board system. This project has previously been reviewed by the City Council and is funded through grants and donations. The concrete sub-contractor was previously selected by the general contractor for this project, Sport Court New England of Andover, Massachusetts. The city is now stepping into the general contractor roll and will be contracting directly with each of the vendors. This authorization is supported by the Administration, was given first reading on October 5, 2020 and is in order for final City Council action.

One-Reading Orders

2020-124 This authorizes a payment of \$800 to Pro Moving Services of Waterville for two glass cubicle panels in the Code Enforcement/Assessing offices at City Hall. This vendor previously supplied and assembled cubicle partitions in the Finance Department to create two enclosed work spaces. That work was competitively bid and awarded to the low bidder, who extended their state pricing to the city. The second project adds glass panels to existing partitions in the Code Enforcement/Assessing office area to provide better visibility for customers and employees. This \$800 purchase cumulatively puts this vendor over \$3,000 for the current fiscal year and therefore requires approval of the City Council. This order also adds Pro Moving Services to the approved vendor list. This authorization is supported by the Administration and is in order for final City Council action.

2020-125 This confirms the acceptance and expenditure of grant funds authorized by Mayor Foley pursuant to his emergency powers under his declare State of Emergency due to the COVID-19 pandemic. The Center for Tech and Civic Life offered grant funds to municipalities and election administration offices across the nation to assist with the new challenges of administering a presidential election in the midst of the COVID-19 pandemic. The City was awarded \$8,136 in grant funds to assist with poll worker training expenses, temporary staffing, absentee voting, and election administration

equipment. The majority of these funds will be applied toward the increased costs of staffing City Hall for absentee voting and absentee ballot processing leading up to the election, as we are encouraging absentee voting as an alternative to visiting the polls on Election Day to limit community spread of COVID-19. This confirmation of the grant acceptance and expenditure is supported by the Administration and is in order for final Council action.

Two-Reading Orders

2020-126 This confirms an emergency purchase of vehicle repair services in the amount of \$4,284.46 from McFarland Truck and Auto Repair of Portland for repairs to Engine 5, which was taken out of service due to multiple broken leaf springs. This work is funded through the Fire & Rescue Department's budgeted vehicle repair account. This emergency repair confirmation is supported by the Administration and is in order for first reading.

2020-127 This is the acceptance and expenditure authorization for three grants to the Westbrook Police Department from the Maine Bureau of Highway Safety:

- Click It or Ticket Enforcement grant in the amount of \$2,400 to fund seatbelt enforcement;
- Distracted Driving Enforcement grant in the amount of \$6,000 to fund distracted driving enforcement; and
- Pedestrian Safety Enforcement grant in the amount of \$6,240 to fund pedestrian safety details.

Acceptance and expenditure authorization of these grants is supported by the Administration and are in order for first reading.

Executive Session

The Administration is requesting an executive session with the City Council pursuant to 1 MRSA 405 6(C) for discussion of an economic development matter where premature disclosures of information would prejudice the bargaining position of the City, said executive session to include the with the City Solicitor concerning legal rights and duties, to include the Mayor, City Solicitor, City Administrator, Assistant City Administrator, Economic Development Director, City Clerk and Student Representatives.

CALL FOR A SPECIAL CITY COUNCIL MEETING

TO: City Council
FROM: Michael T. Foley, Mayor
DATE: October 15, 2020

There will be a Special Meeting of the Westbrook City Council on **Monday October 19, 2020 at 7:00pm** at the Westbrook Performing Arts Center (471 Stroudwater Street), to conduct the business on the enclosed agenda.

Respectfully,

Michael T. Foley
Mayor

Duly Authorized Official's Return

This is to certify that on October 15, 2020 I posted notice of the above call for a Special Meeting of the City Council on the City of Westbrook's website, and that I sent a copy of the same to the City Councilors/Municipal Officers.

Angela Holmes
City Clerk



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-119

AUTHORIZING PURCHASE & SALE AGREEMENT FOR 850 MAIN STREET

That the Westbrook City Council hereby authorizes the Mayor, or his designee, to enter into the attached Purchase & Sale Agreement with A.W.D. Management of Westbrook, Maine for the City's purchase of a portion of 850 Main Street at a total purchase price of \$50,000 for the redevelopment of Westbrook Common.

Funds available in budget line 22001000-58900-G2003

First Reading: October 5, 2020

Second and Final Reading: October 19, 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 Purchase and Sales Agreement on Main Street

REQUESTED BY: Daniel Stevenson

DATE: 09/25/2020

SUMMARY:

The Administration requests the authorization for the purchase of a portion of 850 Main Street for A.W.D Management of Westbrook, Maine. This purchase is necessary for the reconstruction of Westbrook Common.

Westbrook Common is one of the most visible and potentially functional pieces of public property centrally located in our downtown core. The space currently is blighted, underutilized and in need of redesign involving complete demolition and reconstruction to revitalize the Common. Westbrook Common is a pivotal pedestrian access between William Clarke Drive and Main Street and provides connectivity to Church Street and Mechanic Street parking lots. Its location is central to the heart of the downtown, provides a link for residents of adjacent neighborhoods and, when reconstructed and activated, will act as a downtown destination space for residents and visitors to our community.

BUDGET LINES AFFECTED (IF APPLICABLE):

22001000-58900-G2003

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT made and entered into this ____ day of _____, 2020 (the "Effective Date"), by and between the **CITY OF WESTBROOK**, a Maine municipal body corporate and politic with a mailing address of 2 York Street, Westbrook, Maine 04092 (the "City"), and **A.W.D. MANAGEMENT**, a Maine partnership with a mailing address of c/o Surplex Underwriters, Inc., P.O. Box 105, Westbrook, Maine 04098 ("Seller").

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell to City, and City agrees to buy from Seller, on the terms and conditions hereinafter set forth, all of Seller's right, title and interest in and to a certain parcel of land, together with the improvements located thereon, situated on Main Street in the City of Westbrook, County of Cumberland, and State of Maine, being a portion of the premises described in a deed recorded in the Cumberland County Registry of Deeds in Book 11775, Page 127, a portion of Tax Map 32, Lot 7, and being generally depicted as the yellow highlighted area on the plan attached hereto as Exhibit A (the "Land"), reserving, however, to Seller a negative covenant pursuant to which the City is prohibited from placing any temporary or permanently affixed furniture within a strip of land extending five feet (5') from the westerly side of Seller's building, and running the entirety of the length thereof, except without the prior written consent of the Seller (the "Negative Easement"), and together with a perpetual easement to install lighting, with all necessary cabling and appurtenances, and the right to maintain, repair and replace the same, in two locations located on the exterior of the Seller's building located on the remainder of the Seller's property described in a deed recorded in the Cumberland County Registry of Deeds in Book 11775, Page 127, the general locations of which are depicted in pink on the layout plan attached hereto as Exhibit B, and for which the Seller agrees to not place any furniture, fixed or moveable, within five (5') feet of such easement areas, except without the prior written consent of the Seller (the "Lighting Easements," and together with the Land, which is subject to the Negative Easement, being collectively the "Property").

2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, the purchase price for the Property shall be Fifty Thousand and 00/100 Dollars (\$50,000.00). The Purchase Price shall be adjusted as provided in Paragraph 6, and payable in cash, by wire transfer or by other good funds at Closing.

3. CITY'S CONTINGENCIES. The obligations of City hereunder are conditioned upon each of the following, any of which may be waived by City in whole or in part:

i. Approval of the Westbrook City Council. This Agreement is contingent upon approval by the Westbrook City Council on or before _____, 2020. City, its agent or representative, shall notify Seller by telephone by 5 p.m. on the day following the date of said Westbrook City Council approval. If the Westbrook City Council fails to approve this Agreement then each and every obligation of the parties under this Agreement shall thereupon terminate.

ii. Title to Property. City's approval within fifteen (15) days from the completion of the Survey contingency set forth in subparagraph c. of this Paragraph 3, of a commitment of title insurance issued by Jensen Baird Gardner & Henry ("JBGH") as agent for a title insurance company of City (or JBGH's) choosing, with liability in the amount of the Purchase Price, showing title to the Property to be vested in City, subject only to those exceptions approved by City. Seller agrees to convey good and marketable title to the Property to City at Closing free and clear of all liens and encumbrances, excluding current real property taxes, items approved by City, and subject to such exceptions do not materially impair the use and enjoyment of the Property as now carried on and utility easements which service the Property.

In the event that Seller, on the Closing date, cannot deliver title in such condition, the Closing date shall be postponed for a period of thirty (30) days and Seller shall seek in good faith with due diligence to cure such exceptions. If such defect is not removed by Seller during such period despite such efforts, City may either (a) terminate this Agreement, in which case all parties hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the Purchase Price.

iii. Survey. City obtaining, at City's sole cost and expense, a survey and metes and bounds description of the Property, prepared by a surveyor of the City's choosing, to Seller and City's mutual satisfaction, within sixty (60) days prior to the date of the Closing. The parties agree that the survey shall be in recordable format and shall be recorded in connection with the Closing.

iv. Inspections. City and its agents and representatives shall have the right, after City's execution of this Agreement, at reasonable times to enter upon the Property for the purposes of making any and all physical inspections and tests as City deems appropriate.

v. Seller's Representations and Warranties. Seller's representations and warranties set forth in Paragraph 10 below shall be true and correct as of Closing.

All conditions to the Closing or to City's obligations under this Agreement are for City's benefit only and City may waive all or any part of such rights by written notice to Seller. If City shall, within the applicable periods set forth herein, disapprove of any of the items that are subject to City's approval, or if any of the conditions set forth in this Agreement are not met within the times called for, City may thereafter terminate this Agreement without any further liability on the part of City by giving written notice of termination to Seller. If City does not give written notice of disapproval to the Seller of any item listed in this Paragraph 3 within the time provided, such failure to give notice shall be deemed City's approval of the item.

4. ACCESS TO PREMISES. Seller hereby agrees that City, its agents and subcontractors, may enter upon the Property, at reasonable times, with all necessary equipment for all purposes reasonably associated with the purchase of the Property, including, without

limitation, conducting City's due diligence investigation of the Property and Seller shall cooperate with City in connection with permitting such access. All surveys, inspections or tests conducted on behalf of City shall remain the property of City; except, that, if City terminates the Agreement, for any reason, City shall turn over the results of any surveys, inspections and tests to Seller.

5. TITLE AND CONDITION OF PREMISES. Seller shall convey the Land (in fee simple), subject to the Negative Easement, and together with Lighting Easements (by easement) to City at the Closing (as defined below) by Warranty Deed with good marketable title, free of clear of all liens, encumbrances, restrictions and mortgages. Full possession of the Premises free of all tenants and occupants shall be delivered to City at Closing. In the event that Seller is unable to convey title and the Premises as aforesaid, Seller shall be given a reasonable period of time, not to exceed thirty (30) days, after receipt of notice of any such defects from City, to remedy any title defects from City, to remedy any title defects. Seller agrees to use good faith efforts to cure any such title defects. In the event that Seller is unable to cure such title defect, City may terminate this Agreement, in which case it will be entitled to a refund of the Deposit, or elect to close without any adjustment in the Purchase Price notwithstanding such title defects as may exist.

6. CLOSING. The closing of the transaction contemplated hereby (the "Closing") shall take place at the office of the City's counsel, Jensen Baird Gardner & Henry, Ten Free Street 4th Floor, Portland, Maine, or at such other place as the City and Seller may mutually agree, on or before _____, 2020, or such other date and time as the City and Seller may mutually agree. Documents to be provided by Seller to City at the Closing shall include the Deed and such other documents as the City's lender and the title company insuring the title may reasonably request, including, without limitation, a Mechanic's Lien and Persons in Possession Affidavit, a Maine Residency Affidavit, an Affidavit of Non-Foreign Status, an Underground Storage Tank Affidavit, a 1099s, a W-9, a settlement statement, and such other documents as may reasonably be required by the closing agent. It is agreed that time is of the essence with respect to all of the terms and conditions of this Agreement.

7. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

- (i) Current real estate taxes and personal property taxes based on the municipality's fiscal year shall be prorated as of the date of Closing. Seller is responsible for paying any unpaid real estate and personal property taxes, including accrued interest, costs and fees, accrued prior to the Closing.
- (ii) The Maine real estate transfer tax shall be paid by Seller and City in accordance with 36 M.R.S.A. 4641-A.
- (iii) The recording fee for the deed of conveyance and any expenses related to any mortgage that City may grant to a lender in connection with the purchase of the Premises shall be paid for by the City.

7. BROKERAGE. Each of City and Seller represents and warrants to the other that they have not dealt with any real estate broker, agent or salesperson in connection with this

transaction. Seller and City agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, or alleging an agreement with Seller or City, as the case may be.

8. DEFAULT. In the event of default by City which is not cured upon ten (10) days written notice, and if Seller has fully performed Seller's obligations hereunder, Seller may terminate this Agreement. In the event of default by Seller which is not cured upon ten (10) days written notice, and if City has fully performed City's obligations hereunder, City may terminate this Agreement, or seek all legal and equitable remedies including specific performance.

9. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties which at the election of either party shall include non-binding mediation utilizing the American Arbitration Association's Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

10. SELLER'S REPRESENTATIONS.

- a. Seller represents to City, both as of the date hereof and as of the Closing, to the best of Seller's knowledge, that the Property does not include any underground oil tanks of any sort. Seller further represents to City that, to the best of Seller's knowledge, there is not now, nor will there be at Closing, any asbestos, lead paint or other hazardous toxic or other dangerous substances, material and/or waste in, on or under the Property in any state of quantities that constitute a violation of, or require reporting, licensing or other remedial or responsive actions under any law, rule, regulation, order or ordinance of any applicable authority, or that might pose a potential or actual threat to the public health, safety and welfare or to the environment.

To the best of Seller's knowledge, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Property including, without limitation, any underground tanks. To the best of Seller's knowledge, there is no hazardous substance, toxic waste or tank in or on the Property that may affect the Property or any use thereof or that may support a claim or cause of action under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, nor has any action been instituted for enforcement of same.

- b. Seller has delivered true, accurate and complete copies of all contracts, surveys, plans and specifications describing the Property and known by Seller to exist. No document supplied to City by Seller contains any untrue statement of material fact or fails to state any fact that would be necessary, considering the circumstances, to make the documents supplied not misleading.

- c. At Closing, there will be no outstanding expenses not fully paid, except those expenses previously approved by the City in writing.
- d. Seller has no knowledge of any pending or threatened claim or litigation against the Property and Seller has not received any notice from any governmental authority of defects in the Property or noncompliance with any applicable law, code or regulation.

11. RISK OF LOSS. Until delivery of the deed from Seller to City and except as otherwise provided herein, risk of loss or damage to the Premises by fire or otherwise shall be on Seller.

12. MISCELLANEOUS.

b. Effective Date. The effective date of this Agreement shall be the day upon which the Westbrook City Council approves this Agreement.

c. Notices. All notices, demand and other communications hereunder shall be in writing and sent by hand delivery, by certified or registered mail, or by Federal Express or equivalent overnight courier, addressed to other party at the address set forth above, or at such other address as the other party shall have provided notice of according to this provision. Any such notice shall be deemed to have been given upon the date of hand delivery, upon mailing or upon depositing the same with Federal Express or similar overnight courier.

d. Entire Agreement. This Agreement constitutes the entire agreement between Seller and City and there are no agreements or understandings between the parties except as set forth herein. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement.

e. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and City.

f. Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provisions of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof. This instrument may be executed in counterparts and together such counterpart copies shall be construed as a legal contract.

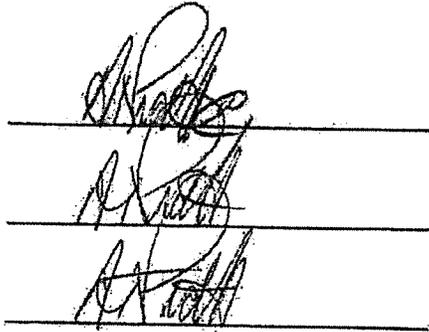
g. Waiver. The waiver of any provision of this Agreement shall be invalid unless evidenced by a writing signed by the party to be charged with it. The waiver of, or failure to enforce, any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision of this Agreement. The waiver by either or both parties of the time for performing an act shall not be a waiver of the time for performing any other act required under this Agreement.

- h. Modifications. No change or addition to this Agreement or any part of it shall be valid unless in writing and signed by each of the parties.
- i. Heirs, Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted heirs, successors and assigns of the respective parties.
- j. Governing Law. This Agreement shall be governed by the laws of the State of Maine.
- k. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.
- l. Further Acts. Each party agrees to take such further action and to execute and deliver such further documents as may be necessary to carry out the purposes of this Agreement.
- m. Attorney Fees. Each party shall bear their own attorneys' fees incurred to enforce this Agreement or related to a breach of this Agreement by the other party unless otherwise ordered by a court of competent jurisdiction.
- n. Time. Time is of the essence of this Agreement.
- o. Faxed or Electronic Signatures. The parties agree that faxed or electronic signatures may be used to expedite the transaction contemplated by this agreement. Each party intends to be bound by its faxed or electronic signature and each is aware that the other will rely on the faxed or electronic signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronic signature.

[SIGNATURE PAGE TO FOLLOW]

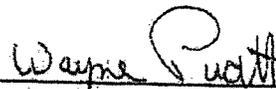
IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

WITNESS:

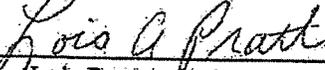


SELLER:

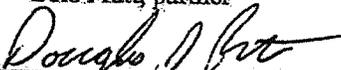
A.W.D. MANAGEMENT,

By: 

Wayne Pratt, partner

By: 

Lois Pratt, partner

By: 

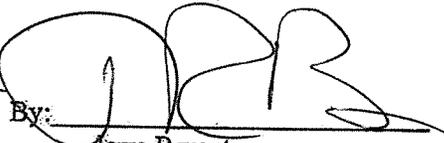
Doug Pratt, partner

WITNESS:



CITY:

CITY OF WESTBROOK

By: 

Jerre Bryant
Title: City Administrator

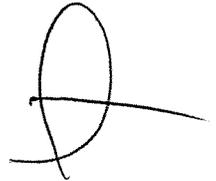
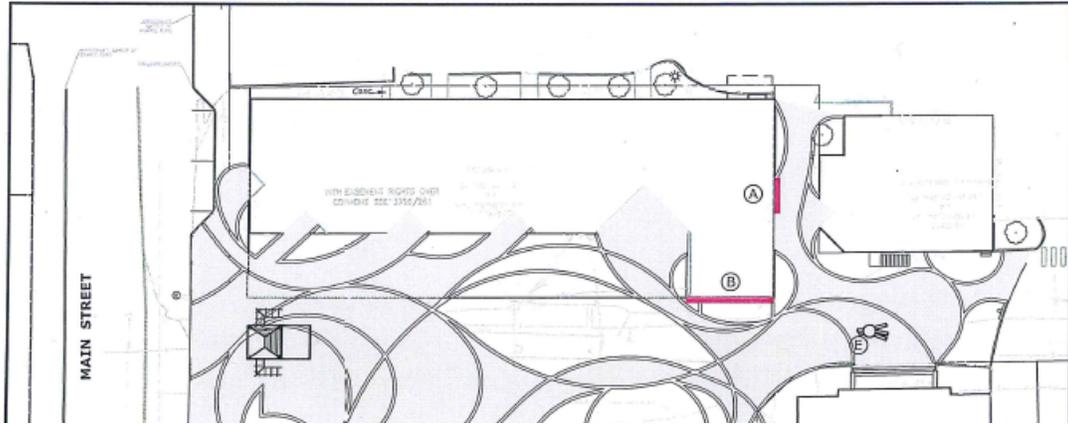


EXHIBIT B





CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-120

AUTHORIZING ACCEPTANCE & EXPENDITURE OF KEEP ME HEALTHY GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a Keep ME Healthy grant from the Department of Health and Human Services in the total amount of \$242,530.

Funds to be accepted and recorded in 22001000-43100-G2004.

Funds to be expended from budget lines in attached exhibit.

First Reading: October 5, 2020

Second and Final Reading: October 19, 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: Acceptance & Expenditure of Keep ME Healthy Grant Funding

REQUESTED BY: Chief Andrew Turcotte

DATE: 09/06/2020

SUMMARY:

The City of Westbrook has received one Keep ME Healthy grants from the Maine Department of Health and Human Services totaling \$242,530. The City received \$189,050 in round one and \$53,480 in round two funding. This funding which will be received through reimbursement, will be used exclusively for COVID-19 related activities to include, but not limited to the procurement of PPE, Business Retention & Expansion (BR&E) / COVID-19 Response and Recovery, educational materials, and for the personnel costs of COVID-19 outreach/education.

I respectfully request that the City Council authorize acceptance of this Keep ME Healthy Grant and authorize expenditure of said funds for pandemic related activities as outlined in the grant application.

In addition, given that multiple budget lines will be utilized, they have been added as an attachment.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds will be accepted & recorded in 22001000-43100-G2004
Funds to be expended from attached list.

Keep ME Healthy Grant Round 1 and Round 2 – Budget Accounts

Org	Object	Project	Description	2021 Revised Budget
22001000	51200	G2004	Salaries -Temp Employees	14,348.00
22001000	52900	G2004	Other Employee Benefits	1,672.00
22001000	53300	G2004	Professional EE Training/Travel	19,275.00
22001000	53410	G2004	Consultants	95,100.00
22001000	54300	G2004	Repairs & Maintenance	5,400.00
22001000	54420	G2004	Equipment & Vehicle Lease	0.00
22001000	56095	G2004	Protective Clothing	83,610.00
22001000	57000	G2004	Capital Purchases	16,625.00
22001000	57350	G2004	Capital Technology Software	6,500.00
22001000	58900	G2004	Miscellaneous Expenditures	0.00
				<hr/> 242,530.00 <hr/>

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

July 1, 2020

Via Electronic Mail: aturcotte@westbrook.me.us

City of Westbrook
Andrew Turcotte
570 Main Street
Westbrook, Maine 04092

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear Andrew Turcotte

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved: \$189,050.00

Your request to fund a consultant to conduct business retention efforts was determined to be ineligible and/or not to be in alignment with the objective of this program and will not be reimbursed. Please contact us if you wish to discuss this decision and/or provide additional clarification on your proposed activities.

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to June 8, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles <https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c777fc&mc=true&node=sp2.1.200.e&rgn=div6>. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other available federal or other public funding source for COVID-19 relief that is now, or that becomes

available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at <https://www.maine.gov/mema/grants/public-assistance-grant-program>. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: <https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf>.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Abbott", with a long horizontal line extending to the right.

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

August 12, 2020

Via Electronic Mail: aturcotte@westbrook.me.us

WESTBROOK CITY OF
Andrew Turcotte
2 York Street
Westbrook, ME 4092

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear Andrew Turcotte:

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved:\$53,480.00

Your request to fund costs associated with temporary housing was determined to be ineligible and/or not to be in alignment with the objective of this program and will not be reimbursed. In addition, due to the limited availability of remaining funds in the Keep Maine Healthy program, funding amounts were reduced for Towns that already received funding in Round 1. Please contact us with any questions about this decision.

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to August 1, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles <https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rgn=div6>. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other

available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at <https://www.maine.gov/mema/grants/public-assistance-grant-program>. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: <https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf>.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Abbott", with a long horizontal line extending to the right.

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-121

AUTHORIZING ACCEPTANCE & EXPENDITURE OF ASSISTANCE TO FIREFIGHTER GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a Federal FEMA Assistance to Firefighters Grant – COVID-19 Supplemental award in the total amount of \$21,809.52, and further authorizes the expenditure of matching City funds in the amount of \$1,090.48.

Grant to be accepted and recorded in budget line 22002210-43100-G2101.

Grant to be expended from budget line 22002210-58900-G2101.

Matching funds to be expended from budget line 10002210-56000.

First Reading: October 5, 2020

Second and Final Reading: October 19, 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: Acceptance & Expenditure of FEMA COVID AFG-S Funding

REQUESTED BY: Chief Andrew Turcotte

DATE: 10/01/2020

SUMMARY:

The City of Westbrook has received funding in the amount of \$21,809.52 in federal funding from the FEMA Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S). As a condition of this grant, the City is required to contribute 5% or \$1,090.48 for a total approved budget of \$22,900.00. This funding will be used to purchase personal protective equipment (PPE) for public safety personnel.

I respectfully request that the City Council authorize the acceptance and expenditure of said funds for pandemic related PPE as outlined in the grant award package.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds ~~to be deposited to~~ will be accepted and recorded in 22002210 43100 62101 \$21,809.52
 Funds to be expended from 22002210 58900 62101 - \$21,809.52
 10002210 56000 \$1,090.48

OK
TAA
10/2/20
(Scanned to Angela on
10/2/20)

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Andrew Turcotte
WESTBROOK, CITY OF
2 YORK STREET
WESTBROOK, ME 04092



EMW-2020-FG-00693

Dear Andrew Turcotte,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) has been approved in the amount of \$21,809.52 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$1,090.48 for a total approved budget of \$22,900.00. Please see the FY 2020 AFG-S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 AFG-S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", is written over a horizontal line.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental

Recipient: WESTBROOK, CITY OF

DUNS number: 073995102

Award number: EMW-2020-FG-00693

Summary description of award

The purpose of the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) is to provide funds for the purchase of PPE and related supplies, including reimbursements, to prevent, prepare for, and respond to coronavirus. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S)'s purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Assistance to Firefighters Grant Program - COVID-19 Supplemental (AFG-S) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$21,400.00
Contractual	\$1,500.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$21,809.52
Non-federal	\$1,090.48
Total	\$22,900.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the AFG-S NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Eye Protection

DESCRIPTION

Anti-Fog, Splash Proof Glasses

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$10.00	\$500.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Isolation Gowns

DESCRIPTION

Fluid/Splash Resistant Gowns

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$35.00	\$1,750.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Respirators

DESCRIPTION

(50) N95 Respirator Masks. These are enviro masks which are ANSI approved for multiple use. These will be assigned for each provider and they have filters which will be changed out after each shift. So while there is an upfront cost, the cost benefit pays off after approximately 40-50 patient contacts, at which time we will start to realize cost savings.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$65.00	\$3,250.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Respirators

DESCRIPTION

(12) Powered and Supplied Air Respirators

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	12	\$1,200.00	\$14,400.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Supplies

Ineligible

DESCRIPTION

Portable Decontamination Device, which as described in the narrative will help ensure that all pathogens are eliminated from the apparatus and workspaces within the fire station, thus reducing the potential spread of potentially deadly pathogens.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$16,000.00	\$16,000.00	Equipment

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

- Personal Protective Equipment: Do Not Fund

Gloves

DESCRIPTION

(100) boxes of assorted sized gloves

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$15.00	\$1,500.00	Supplies

CHANGE FROM APPLICATION

Budget class from **Equipment** to **Supplies**

JUSTIFICATION

Update budget class from equipment to supplies.

Grant writer fee

Grant writer fee

DESCRIPTION

Grant Writing Fee

QUANTITY

1

UNIT PRICE

\$1,500.00

TOTAL

\$1,500.00

BUDGET CLASS

Contractual



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-122

AUTHORIZING ACCEPTANCE & EXPENDITURE OF FEDERAL ASSET FORFEITURE FUNDS

That the Westbrook City Council hereby authorizes the Police Department to accept a total of \$4,377.10 in Federal asset forfeiture funds due to the Westbrook Police Department's substantial contributions to the investigations of a certain criminal case, as outlined in the attached memorandum.

Funds to be deposited into revenue line 21002110-49000-02115

First Reading: October 5, 2020

Second and Final Reading: October 19, 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: Acceptance of Federal Asset Forfeiture Funds

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 09/22/2020

SUMMARY:

The Westbrook Police Department has been awarded \$4,377.10 in Federal Asset Forfeiture Funds. These funds are from the auctioning of a car that was seized as part of a joint Federal-WPD case.

BUDGET LINES AFFECTED (IF APPLICABLE):

21002110-49000-02215 PD Federal Forfeiture Revenue

02115

OK
TAA



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 5, 2020

Order: 2020-123

AUTHORIZING EXPENDITURE FOR CONCRETE WORK AT LINCOLN STREET RINK

That the Westbrook City Council hereby authorizes an expenditure in the amount of \$72,160 to S & S Concrete of New Ipswich, NH for concrete work at the Lincoln Street Rink.

Funds available in budget line 22005100-51200-G1903

First Reading: October 5, 2020

Second and Final Reading: October 19, 2020

Attest:

City Clerk

Mayor



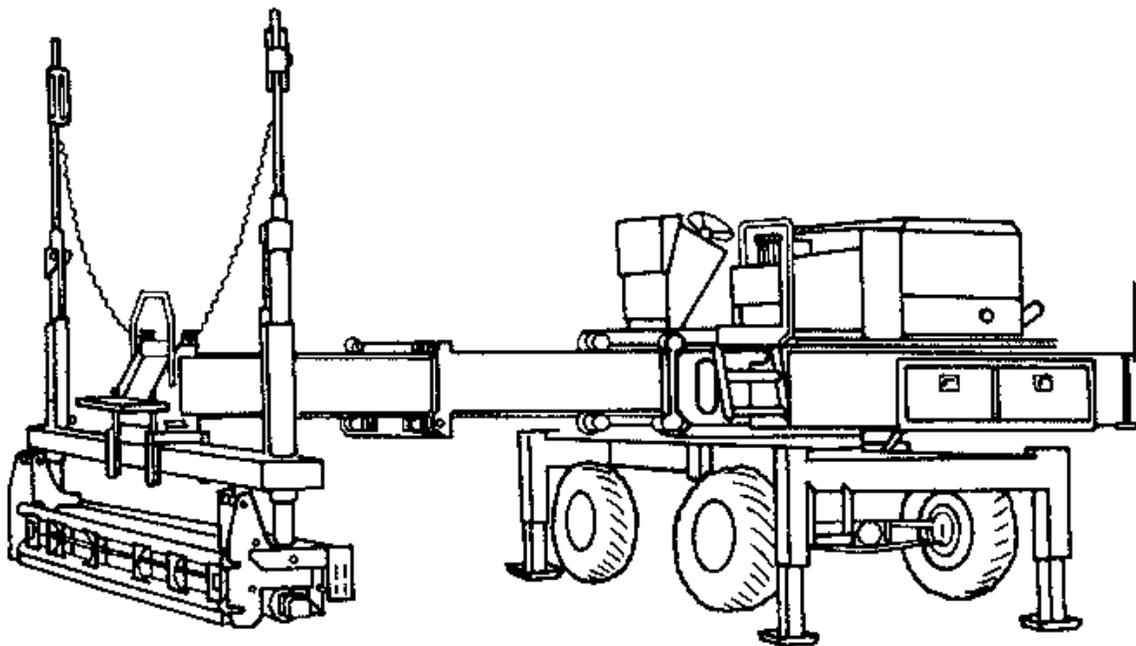
S&S Concrete Floors, Inc.
Shipping: 167 Davis Village rd.
Mailing: P.O. Box 379
New Ipswich, NH 03071
(603) 878-3311
Fax. (603) 878-3664
www.ssconcretefloors.com

To: The City of Westbrook

Attention: Robyn Saunders

Email: RSaunders@westbrook.me.us

Bid for: Rink Floor – Westbrook, ME



Matthew Somero
David Kuusisto
Estimating Dept.

Page 1 of 3



Scope of Work

Form the 5" edge of slab at the rink.

Supply a 4,000 PSI concrete with 1.5 LBS of fiber for the following scope;

Place and smooth finish (1) **80'x180'** ice rink with 15' radius corners and a 5" slab on grade in (1) Hand/Laser Screed-Pumped placement.

Concrete pumping equipment is included in bid (1 mobilization).

Saw cut control joints 1/4 depth of slab in a 20'x20' pattern with "SOFF-CUT" waterless equipment (this exceeds ACI recommendations and cracking / curling should be expected).

Saturate rink slab, supply and install poly for a (7) day wet cure (water, maintenance and removal is to be by others).

Clean-up of rubbish/debris generated by S&S. Contractor's Liability Insurance.

Qualifications

All prep work for the rink is to be by others, except as noted.

All materials per this scope (exception; water) are supplied by S&S.

Concrete materials/tolerance testing by G.C./Owner.

Tolerance testing based on A.C.I. guidelines, if testing is not completed within

A.C.I. guidelines it is assumed that tolerance is accepted by G.C./Owner.

Bid is based on placing a 5" slump at discharged end of concrete pump hose.

Price based on GC approving a pump-able concrete mix through a 4" hose.

Concrete for interior slabs with steel troweled finish not to have air entrainment added.

Sub base material and labor is by others.

Excavation, backfill and fine grading are by others.

Footings and foundations are by others.

All tubing material and labor is to be by others.

Electrical/mechanical housekeeping pads are by others.

Foundation, perimeter, under slab and under-slab perimeter insulation not included.

Bollard material and labor is by others.

All curb cast-in-place, pre-cast or granite is by others.

All water stop material and labor is to be by others.

Steel reinforcement is not included in this bid.

No labor or material is included for: hockey goal post inserts, circus anchor inserts or temperature monitoring units or inserts, dasher board threaded anchors, 6 mil poly, rigid insulation or demo of existing concrete, drains, mat slab, bleachers, stepped seating, insulation, piping or hand rail inserts.

Vapor barrier material and labor is by others.

Cutting and removal of existing slab is not included in this bid.

G.C. to provide quality lighting in order to achieve a quality finish.

Qualifications (continued)

Design to be confirmed by engineer, most rinks we do have heavy rebar and wire reinforcement for cracking and curing.

Heat and sheltering is by G.C.; price based on general contractor heating subgrade to a minimum of 50 degrees and maintaining a minimum 50 degree temperature (at slab level) thru finishing.

All drain material and labor is by others.

If minimum heat cannot be maintained, G.C. to add an accelerator to concrete mix to expedite setting (2% polar set).

S&S Concrete Floors is not responsible for slab finish if temperature drops below 33 degrees or if open flame-unvented heaters are used which will cause carbonization.

G.C./Owner to provide ventilation and monitoring of air per O.S.H.A. regulations.

Snow and ice removal and cold weather curing is to be by others.

Permit, fees or bond are not included in this bid.

No labor or material is included in this bid for colored concrete.

No caulking/sealing of expansion joint/sawcuts is included.

No preparing sawcut joints to receive sealant is included.

No remedial grinding of "curled" slab edges at construction joints, slab edges or sawcut joints is included.

Price based on a normal Monday thru Friday workweek.

Price based on using open shop labor paying open shop rates.

Work performed by A.C.I. certified finishers/technicians.

Based on a 2020 schedule (no winter conditions included).

Hot water and accelerator for the concrete will be extra if needed.

This bid is based on emails.

This proposal must be referred to and made a part of the contract.

This proposal is valid for (15) days, and if it fits into the S&S schedule.

Total Base Bid (as per this scope of work): \$ 72,160.

If you have any questions please do not hesitate to call me at 1-603-878-3311.

Thank You,

David Kuusisto



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 19, 2020

Order: 2020-124

AUTHORIZING EXPENDITURE FOR CUBICLE WORKSPACE & AMENDING ANNUAL VENDOR LIST

That the Westbrook City Council hereby authorizes payment in the total amount of \$800 to Pro Moving Service of Waterville, ME for cubicle workspaces in the Code Enforcement & Assessing offices; and further authorizes an amendment to Order 2020-73 adopted on July 6, 2020, entitled *Approving the FY 2020-2021 General Fund, Recreation Fund & Parking Garage Fund Annual Vendor Lists* to include the following item:

Account Number	Account Name	Vendor
57301	Equipment	Pro Moving Service

Funds available in budget line 10001310-59999

First Reading: October 19, 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: Authorization for Payment

REQUESTED BY: Stephen Fields, Assistant City Administrator/Director of HR

DATE: 10/13/2020

SUMMARY:

Authorization of payment for \$800.00 to Pro Moving Service, Waterville, Maine for service of goods. Glass cubicle panels for Code Enforcement and Assessing cubicle workspace. Vendor requested to be added to approved vendor list for fiscal year. See attached memo.

BUDGET LINES AFFECTED (IF APPLICABLE):

10001310-59999

OK
TAA
10/14/2020



Human Resources
2 York Street
Westbrook, Maine 04092
Phone: 207-854-9105
Fax: 207-466-4120

To: Honorable City Council
From: Stephen N. Fields, Assistant City Administrator/Director of Human Resources
Date: October 13, 2020
Subject: Authorization of Payment

I am requesting the City Council hereby approve payment for \$800.00 to Pro Moving Service, Waterville, Maine. This is a second purchase of service through the company this fiscal year. The service provided was for 62 in x 48 in cubicle panel 1/3 glass, 2/3 fabric for Code Enforcement and Assessing cubicle workspace.

The first purchase was \$3000.00 for cubicle walls behind the front line staff in Finance.

Vendor requested to be added to approved vendor list for fiscal year.

PRO Moving Service

Invoice 2020-556



(207)441-9163
promovingmaine@aol.com

BILL TO

City of Westbrook
2 York Street
Westbrook, ME 04092

DATE 10/09/2020	PLEASE PAY \$800.00	DUE DATE 10/09/2020
--------------------	------------------------	------------------------

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/29/2020	2 movers Pick up 2 customer owned panels from Westbrook and deliver to Refurb Dept. in Waterville	2	100.00	200.00
10/08/2020	Services Refurb customer owned material with glass inserts, re-fabric with customer materials	1	400.00	400.00
10/08/2020	1 mover Deliver and install refurbished panels	4	50.00	200.00

Please remit payment to:
PRO Moving Service
PO Box 1649
Waterville, ME 04903

TOTAL DUE	\$800.00
------------------	-----------------

THANK YOU.

TIN 81-0615459



Front Line – Finance Area, 2 offices



Planning Code Enforcement
and Assessing



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 19, 2020

Order: 2020-125

CONFIRMING ACCEPTANCE & EXPENDITURE OF ELECTION ASSISTANCE GRANT

That the Westbrook City Council hereby confirms the acceptance and expenditure of an election assistance grant from the Center for Tech and Civic Life in the amount of \$8,136 to be applied toward poll worker recruitment, hazard pay and/or training expenses, temporary staffing, vote-by-mail/absentee voting equipment or supplies and election administration equipment, as authorized by the Mayor due to the COVID-19 Pandemic State of Emergency in accordance with the emergency provisions of § 2-208 of the Code of the City of Westbrook.

Grant funds to be applied to revenue line 10001410-46400

Funds to be expended from the following budget lines: 10001410-51110, 10001410-51300, 10001410-55500, 10001410-56000, 10001410-57301, 10001410-58900

First and Final Reading: October 19, 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 Acceptance & Expenditure of Election Assistance Grant

REQUESTED BY: Angela Holmes, City Clerk

DATE: 10/14/2020

SUMMARY:

The City of Westbrook applied for and received an election assistance grant from the Center for Tech and Civic Life, a nonprofit organization which has made emergency election administration funds available to municipalities and election districts across the nation to support conducting a safe Presidential election in the midst of a pandemic.

The City received \$8,136 in grant funds, to addressing the following needs: poll worker recruitment funds, hazard pay, and/or training expenses, temporary staffing, vote-by-mail/absentee voting equipment or supplies, and Election administration equipment.

Revenue line: 10001410-46400

Expenditure line: 10001410-51110 (Salaries), 10001410-51300 (Overtime), 10001410-55500 (Printing Services), 10001410-56000 (General Supplies), 10001410-57301 (Equipment), 10001410-58900 (Election Day Expenses)

BUDGET LINES AFFECTED (IF APPLICABLE):

See above

OK
TG
10/14/2020



CENTER FOR
TECH AND
CIVIC LIFE

September 25, 2020

Westbrook City, Maine
Office of the Mayor
2 York Street
Westbrook, Maine 04092

Dear Michael Foley,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Westbrook City, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Westbrook City ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$8,136.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Westbrook City in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Poll worker recruitment funds, hazard pay, and/or training expenses, Temporary staffing, Vote-by-mail/Absentee voting equipment or supplies, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk (“the Election Department”) or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.

Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized



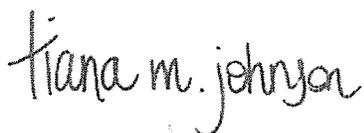
CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 2

representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life

GRANTEE

By: 
MICHAEL T. BOLEY

Title: MAYOR

Date: 9/28/2020



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

PAGE 3



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 19, 2020

Order: 2020-125

AUTHORIZING EXPENDITURE FOR EMERGENCY REPAIRS TO ENGINE 4

That the Westbrook City Council hereby authorizes payment in the total amount of \$4,284.46 to McFarland Truck and Auto Repair of Portland, ME for emergency repairs to Engine 4.

Funds available in budget line 10002210-54340

First Reading: October 19, 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: Emergency Repair - Engine 4

REQUESTED BY: Chief Andrew Turcotte

DATE: 10/06/2020

SUMMARY:

Engine 4 returned from Greenwood Emergency Vehicles on September 29, 2020 after having warranty work completed on the water tank. EVT Adams brought E4 in for PM prior to having the unit go back into full service and identified that both rear spring packs had multiple broken leaf springs and therefore needed to be sent to McFarland's for the repair work. The unit was immediately taken out of service until the emergency repair could be addressed.

Attached is the invoice from McFarland Truck and Auto Repair for the emergency repair work that was completed on Engine 4, in the amount of \$4,284.46.

BUDGET LINES AFFECTED (IF APPLICABLE):

Funds to be deposited to
Funds to be expended from: 10002210-54340

OK
JA
10/6/2020

McFarland Spring Corp.
280 Warren Avenue
Portland, Maine 04103

www.mcfarlandspring.com

McFARLAND SPRING
- CORP -

McFARLAND
TRUCK & AUTO REPAIR
(207) 797-6271

INVOICE

Customer Copy

Invoice #	79237
Date	10/05/20
Page #	1
Vehicle #	ENGINE 4
Plate #	
Make	E-ONE
Mileage	106919

Westbrook Fire Dept
Sold 570 Main Street
To Westbrook, ME 04092

Cust	8540653	Ship date	ASAP	Ship via	
Salesman		PO No.		Terms	NET 30 DAYS

Quantity	Unit	Item Number	Description	Price Disc.	Unit	Extension
2	EACH	83-217	Spring	1348.78	EACH	1,888.30
				404.63		
1	EACH	345-132	Adj Torque Rod	259.70	EACH	181.79
				77.91		
1	EACH	345-134	RIGID TORQUE ROD	143.90	EACH	100.73
				43.17		
4	EA	8B786	7/8x6 Bolt	38.51	EA	107.84
				11.55		
4	EA	U7844	U Bolt	97.41	EA	272.76
				29.22		
8	EA	UW80	UBW80 7/8 U-bolt washer	.90	EA	5.04
				.27		
1	EACH	*LABOR	2R,2RTR,ALIGNMENT	.00	EACH	1,728.00

Str: 1 Reg: 1 Drw: 1 Usr:JFP 15:30
AR 4,284.46

Sale Amt	4,284.46
Sales Tax	.00
Total	4,284.46
Pmt Rec'd	.00
Bal Due	4,284.46

U-Bolts should be tightened
after first day's operation



CITY OF WESTBROOK, MAINE
IN CITY COUNCIL

Date: October 19, 2020

Order: 2020-126

AUTHORIZING ACCEPTANCE & EXPENDITURE OF SEVERAL POLICE DEPARTMENT GRANTS

That the Westbrook City Council hereby authorizes the acceptance and expenditure of several Police Department grants from the Maine Bureau of Highway Safety, as follows: a Click It or Ticket Enforcement Grant in the amount of \$2,400 for seatbelt enforcement details; a Distracted Driving Enforcement Grant in the amount of \$6,000 for distracted driving details; and a Pedestrian Safety Enforcement Grant in the amount of \$6,240 to fund dedicated details to address pedestrian safety issues.

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

Grant funds available in expenditure line 22002110-59000-02210

First Reading: October 19, 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 Click It Or Ticket Enforcement Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 10/13/2020

SUMMARY:

The Westbrook Police Department has applied for and been awarded a Click It Or Ticket Enforcement grant from the Maine Bureau of Highway Safety for \$2,400. These funds will be used to fund dedicated seatbelt enforcement details.

BUDGET LINES AFFECTED (IF APPLICABLE):

Revenue - 22002110 43400 02210

Expense - 22002110 59000 02210

OK
TAA
10/14/2020

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 #: OPB21-011
APPROVAL DATE: 10/01/2020
PROJECT PERIOD: 11/16/2020 TO 06/05/2021
013 16A 405B 012 6401 OPB011

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

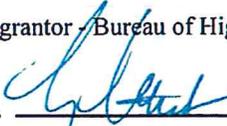
hereinafter called the subgrantee, for the purposes and in the amounts contained in the subgrant application submitted by the subgrantee and approved by the subgrantor.

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 2021 NHTSA National CIOT/BUNE Campaign.

Federal: \$2,400.00
E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

For the Subgrantor / Bureau of Highway Safety

10/9/2020  _____ Director

Date: Authorized Signature Title
Lauren V. Stewart

10/13/20  _____ 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

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 Distracted Driving Enforcement Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 10/09/2020

SUMMARY:

The Westbrook Police Department has applied for and been awarded a Distracted Driving Enforcement grant from the Maine Bureau of Highway Safety for \$6,000. These funds will be used to fund dedicated distracted driving details.

BUDGET LINES AFFECTED (IF APPLICABLE):

Revenue - 22002110 43400 02210

Expense - 22002110 59000 02210

OK
TJ
10/13/2020

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 #: DD21-018
APPROVAL DATE: 10/01/2020
PROJECT PERIOD: 10/01/2020 TO 09/15/2021
013 16A 405E 012 6401 DD-018

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:

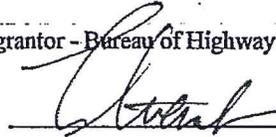
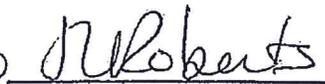
Subgrantee Legal Name: Westbrook Police Department

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 Distracted Driving.

Federal: \$6,000.00
E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

For the Subgrantor - Bureau of Highway Safety		
10/19/20		Director
Date:	Authorized Signature	Title
	Lauren V. Stewart	
10/08/20		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 rescission, deferral or revision.
Approval may also be contingent upon a current year comprehensive plan approval by NEHTSA.



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 Pedestrian Safety Enforcement Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 10/09/2020

SUMMARY:

The Westbrook Police Department has applied for and been awarded a Pedestrian Safety Enforcement grant from the Maine Bureau of Highway Safety for \$6,240. These funds will be used to fund dedicated details to address pedestrian safety issues.

BUDGET LINES AFFECTED (IF APPLICABLE):

Revenue - 22002110 43400 02210

Expense - 22002110 59000 02210

OK
TA
10/13/2020

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 #: PS21-011
APPROVAL DATE: 10/01/2020
PROJECT PERIOD: 10/01/2020 TO 09/15/2021
013 16A 322P 012 6401 PS011

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:

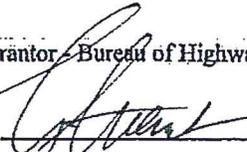
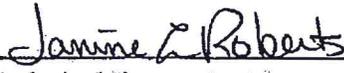
Subgrantee Legal Name: Westbrook Police Department

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 2021 Pedestrian/Motor Vehicle Traffic Enforcement.

Federal: \$6,240.00
E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

For the Subgrantor - Bureau of Highway Safety		
10/9/2020		Director
Date:	Authorized Signature	Title
	Lauren V. Stewart	
10/08/20		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 revision, deferral or revision.
Approval may also be contingent upon a current year comprehensive plan approval by NHSTA.