WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY APRIL 6, 2020 AT 7:00 PM
ZOOM VIDEOCONFERENCE: https://zoom.us/j/729634588

This Regular City Council meeting will be conducted in accordance with 1 M.R.S.A. § 403-A, which permits public proceedings to be conducted through remote access during the declared State of Emergency due to COVID-19.

I. ROLL CALL

II. APPROVAL OF MINUTES

February 3, 2020	Finance Committee; Regular City Council Meeting
February 12, 2020	Building Tour Workshop
March 2, 2020	Committee of the Whole

III. MAYOR'S MESSAGE

IV. STUDENT REPRESENTATIVE UPDATE

V. PUBLIC COMMENT

Pursuant to Resolve 2020-13: Comments intended for inclusion in the public record must be submitted in writing to the City Clerk's Office (clerk@westbrook.me.us) at least 24 hours prior to each scheduled meeting. Comments must pertain to current agenda items and shall be limited to 3 minutes in length. Such comments may be read into the record by the meeting facilitator(s). Comments received not pertinent to the current agenda items shall not be included in the public record but may be forwarded to City Councilors. The first public comment period of each meeting shall be reserved for comments submitted in accordance with these provisions.

VI. UNFINISHED BUSINESS

VII. ORDERS OF THE DAY (SECOND AND FINAL READING)

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

VIII. NEW BUSINESS

Resolves (One Reading Required)

Resolve 2020-15	Approving Appointment of Matthew Brunner to the Recreation & Conservation Commission
Resolve 2020-16	Accepting the Zoning Board of Appeals' Annual Report for 2019
Resolve 2020-17	Approving Election Clerks for 2020-2021

Orders (Two Readings Required)

Order 2020-36	Authorizing Award of Settlement for 29 Maple Street
Order 2020-37	Amending Order 2018-137 Regarding Acceptance & Expenditure of Additional Assistance to Firefighters Grant Funds
Order 2020-38	Authorizing Temporary Construction & Access Easement Agreement with Bath Savings Institution
Order 2020-39	Authorizing Acceptance of Police Department Forfeiture Funds
Order 2020-40	Authorizing Emergency Expenditure for Replacement Fire Alarm Panel
Order 2020-41	Authorizing Purchase of Radio Equipment
Order 2020-42	Authorizing Acceptance & Expenditure of STOP Violence Against Women Formula Grant
Order 2020-43	Authorizing Expenditures & Amendments to the Wastewater Annual Vendor List
Order 2020-44	Accepting Donation from the Warren Memorial Foundation & Establishing the Westbrook-Warren Memorial Foundation Emergency Arts Grant Fund

IX. PUBLIC COMMENT

Pursuant to Resolve 2020-13: The second public comment period shall be reserved for City Councilors and the City administration. General questions pertaining to City business received during the Council meeting may be read into the record by the meeting facilitator(s) to the extent possible. The City cannot guarantee that all comments will be read live during the meeting.

X. REFERRALS

XI. 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

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT

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: April 2, 2020
Subject: Position Paper for Regular City Council Meeting of April 6, 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

2020-32 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, received first reading on March 2, 2020 and is in order for final Council action.

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 assonated 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 form Calpine Corporation. This donation acceptance and expenditure authorization are supported by the Administration, received first reading on March 2, 2020 and are in order for final Council action.

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, received first reading on March 2, 2020 and is in order for final Council action.

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, received first reading on March 2, 2020 and is in order for final Council action.

NEW BUSINESS

Resolves

2020-15 This Resolve approves the appointment of Matthew Brunner to the Recreation & Conservation Commission as a Regular Member, to fulfill the remainder of an unexpired term. This position was recently held by Melissa Hamlin, who resigned for personal reasons. Mr. Brunner currently serves as an Associate Member on the Commission. This item is supported by the Administration and is in order for final Council action.

2020-16 This Resolve accepts the Zoning Board of Appeals Chair's Report for 2019. This item is supported by the Administration and is in order for final Council action.

2020-17 This Resolve approves the biennial appointment of Election Clerks for 2020-2021 as nominated by the political parties and/or recommended by the City Clerk & Registrar of Voters, as required by State law. This approval is supported by the Administration and is in order for final Council action.

Two-Reading Orders

2020-36 This authorizes an award of settlement with Kimberly Blenk, 29 Maple Street in the amount of $8,250 as determined by the Finance Committee following a hearing on March 2, 2020. Due to some unique circumstances regarding this property's connection to the public sewer line that was replaced, the Finance Committee determined that the city should financially contribute to a portion of the plumbing costs for this property to reconnect to the public system. Ms. Blenk has agreed to release all claims based on this

settlement. Funding for this settlement amount is available in the Sewer Construction Budget for this project. This authorization is recommended by the Finance Committee, is supported by the Administration and is in order for first reading.

2020-37 This authorizes the acceptance and expenditure approval of $2,968 from the 2018 Assistance to Firefighters Grant Funds to cover the costs for Suburban Propane to extend a gas line to service the new generator at Station 3 ($1,915) and for Gillman Electric for supplies and materials to connect the generator ($1,053). This closes out the 2018 grant. This authorization is supported by the Administration and is in order for first reading.

2020-38 This authorizes the granting of Temporary Construction & Access Easement to Bath Savings Institution for the construction of a sidewalk on city owned property along a portion of Spring Street and further authorizes the acceptance of a Quit Claim Deed from Bath Savings Institution for the portion of the sidewalk that is being constructed on what is currently BSI property. This new sidewalk is a condition of the Planning Board's approval of the construction of a new BSI band at the corner of Spring Street and William Clarke Drive. These authorizations are supported by the Administration and are in order for first reading.

2020-39 This authorizes the acceptance of $4,751 in Asset Forfeiture Funds to be used in support of the Westbrook Police Department. The expenditure of these funds will be separately approved by the City Council. This acceptance of Asset Forfeiture Funds is supported by the Administration and is in order for first reading.

2020-40 This is the council confirmation of and emergency purchase of a replacement fire alarm control panel (purchase and installation) from R.B, Allen of North Hampton, NH to replace a failed fire alarm panel at the Public Safety Building. This work was performed in early February and followed the procedures for Emergency Purchases in the City's Purchasing Ordinance. Funding for this repair is available in the Building Maintenance budget. This confirmation of an emergency purchase is supported by the Administration and is in order for first reading.

2020-41 This authorizes purchase of radio equipment from Radio communications, Inc. of Portland to add a simulcast/receiver site at the Public Safety Building, 570 Main Street, at a total cost of $29,880.64. This will eliminate a 'dead spot' in the new digital emergency communications system, which is necessary for all public safety responders to have full emergency communications capabilities. This installation is being performed by the same vendor that installed the full system for the city. Funding for this purchase is split 50/50 between the current FY20 and next year's FY21 budgets. This purchase is supported by the administration and is in order for first reading.

2020-42 This authorizes the acceptance and expenditure of a $65,173 STOP Violence Against Women Formula Grant from the Maine Department of Public Safety to fund the Enhanced Police Intervention Collaboration Program Coordinator position. This position will be an employee of Through These Doors, an agency that provides shelter, support, counseling and advocacy to victims of domestic violence. Chief Roberts will be available to speak on this grant and program on Monday evening. Authorization for acceptance and expenditure of these grant funds is supported by the Administration and is in order for first reading.

2020-43 This authorizes payments to three vendors, W.B. Mason ($454.06), Walsh Printing & Graphics ($239.27) and Tri-State Tool & Hoist, Inc. ($5,535.00), as supported in the enclosed invoices. In addition, this Order adds the first two vendors to the Wastewater Fund vendor list. This authorization is supported by the Administration and is in order for first reading.

2020-44 This authorizes the acceptance of a donation from the Warren Memorial Foundation for the establishment of an Emergency Arts Grant Fund, to be administered by the city's Economic Development Department. This fund will assist Westbrook-based artists and organizations/businesses that support the development of artists that can demonstrated a loss of income related to the COVID-19 pandemic. Economic Development Director Daniel Stevenson will be available to speak on this grant/program on Monday evening. This donation acceptance and expenditure authorization is supported by the Administration and is in order for first reading.

WESTBROOK CITY COUNCIL
FINANCE COMMITTEE MEETING MINUTES
MONDAY FEBRUARY 3, 2020
WESTBROOK HIGH SCHOOL ROOM 114

CALL TO ORDER
Meeting called to order at 6:02pm by Finance Committee Chair Victor Chau.

City Councilors Present: Michael Shaughnessy (At-Large); David C. Morse (Ward 1); Victor Chau (Ward 2); Gary Rairdon (Ward 4, President); Elliot Storey (Ward 5)

City Councilors Absent: Anna A. Turcotte (Ward 3, Vice President); Claude Rwaganje (At-Large)

Other City Officials Present: Jerre Bryant (City Administrator); Stephen Fields (Assistant City Administrator/Director of Human Resources); Dean Flanagin (School Department Director of Operations); Michael T. Foley (Mayor); Tressina Germani (Accounting Manager); Mary Hall (School Committee Member); Angela Holmes (City Clerk); Suzanne Knight (Finance Director); Dr. Peter Lancia (School Superintendent); Dena Lebeda (Tax Collector); Jodi Mezzanotte (Asst. School Superintendent); Noreen Poitras (School Committee Member); Suzanne Salisbury (School Committee Member); Andrew Turcotte (Fire Chief)

PRESENTATION OF FY 2019 AUDIT
Committee Chair Chau gave the floor to Mr. Bryant, who introduced Christian Smith, the City of Westbrook's assigned auditor from Wipfli. Mr. Bryant explained that the City has an independent audit conducted annually, and the results of the FY 2019 audit would be presented by Mr. Smith.

Mr. Smith presented the results from the FY 2019 audit.

Committee Chair Chau opened the floor for comments and questions. The following individuals spoke: President Rairdon, Mayor Foley, Committee Chair Chau, Mr. Bryant, Councilor Morse, Councilor Storey, School Committee Member Salisbury

No Finance Committee action required.

ADJOURNMENT
Motion to adjourn at 7:01pm.
Moved by Councilor Storey, seconded by Councilor Morse.
Motion carried by a show of hands. None opposed.

DRAFT

WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING MINUTES
MONDAY FEBRUARY 3, 2020
WESTBROOK HIGH SCHOOL ROOM 114

CALL TO ORDER
Meeting called to order at 7:05pm by City Council President Gary Rairdon.

City Councilors Present: Michael Shaughnessy (At-Large); David C. Morse (Ward 1); Victor Chau (Ward 2); Gary Rairdon (Ward 4, President); Elliot Storey (Ward 5)

City Councilors Absent: Anna A. Turcotte (Ward 3, Vice President); Claude Rwaganje (At-Large)

Other City Officials Present: Jerre Bryant (City Administrator); Rosemary Bebris (Director of Walker Memorial Library); Natalie Burns (Legal Counsel); Michael T. Foley (Mayor); Angela Holmes (City Clerk); Suzanne Knight (Finance Director); Sean Lally (Police Captain); Dena Lebeda (Tax Collector); Lillian Ranco (Student Representative); Rebecca Spitella (Assistant Planner); Daniel Stevenson (Director of Economic Development); Andrew Turcotte (Fire Chief)

PLEDGE OF ALLEGIANCE
President Rairdon led all present in the Pledge of Allegiance.

MINUTES
President Rairdon stated that unless there were any objections, the minutes from the following meetings would stand as presented: the Regular City Council Meeting and Facilities & Streets Committee Meeting held on January 6, 2020; the Joint Workshop held on January 13, 2020; and the Committee of the Whole Meeting and the Special City Council Meeting held on January 27, 2020. No objections received. Minutes stand as presented.

MAYOR'S MESSAGE
Mayor Foley shared the following messages:

1. Cody Johnson, Equipment Operator I, was presented with the award for Employee of the Quarter for 4th Quarter 2019.

2. A tour of City facilities is scheduled for February 12, 2020.

3. A letter was issued to Dr. Lancia from the Westbrook School Department expressing concern about the Department's response and plan of correction regarding the June 30, 2019 account deficits.

4. Mayor Foley gave the floor to Mr. Stevenson, who presented information on Snow Emergency Parking. Mr. Stevenson addressed questions from President Rairdon and Mayor Foley.

STUDENT REPRESENTATIVE UPDATE
Ms. Ranco shared the following messages:

DRAFT

1. Thank you to everyone who came to the Westbrook High School Chamber Singers' cabaret spaghetti dinner fundraiser.

2. Tomorrow night is the last game of the season for Boys Varsity Baseball.

3. Westbrook High School will host a Winter Carnival all next week.

4. A fundraiser will be held at Chipotle on Saturday February 18, 2020.

PUBLIC COMMENT

President Rairdon opened the floor for the first public comment portion of the evening's meeting. The following individuals spoke: Councilor Chau, Councilor Morse, Deborah Shangraw (752 Main Street, Discover Downtown Westbrook), Jay Lacke (30 Methodist Road)

ORDERS OF THE DAY (SECOND AND FINAL READING)

Included below are the City Council Orders which require second and final reading.

1. **Order 2020-15. Authorizing Agreement for Consulting Services for City Forest Master Plan.**
   Order 2020-16. Authorizing Acceptance & Expenditure of TC Energy Foundation Grant.
   Order 2020-17. Authorizing Acceptance of Westbrook Energy Center Donation.
   Order 2020-18. Authorizing Expenditure for Emergency Repairs to Fire Engine 1.
   Order 2020-19. Authorizing Acceptance of 2018 Community Development Block Grant (CDBG) Funds & Award of Bid for Walker Memorial Library Window Project.
   Order 2020-20. Approving the 2018-2021 Collective Bargaining Agreement with the Public Service Unit.
   Order 2020-21. Authorizing Acceptance & Expenditure of High Visibility Impaired Driving Enforcement Grant.
   Order 2020-22. Granting Easement to Portland Water District.
   Motion to approve second and final reading of Orders 2020-15 through 2020-22.
   Moved by Councilor Chau, seconded by Councilor Storey.
   President Rairdon asked if any Councilor wishes any item to be considered separately. No one spoke.
   President Rairdon opened the floor for comments on the motion to approve Orders 2020-15 through 2020-22. No one spoke.
   Motion carried. Orders 2020-15 through 2020-22 adopted. (Vote 5-0-2)
   Ayes: Shaughnessy, Morse, Chau, Rairdon, Storey
   Nays: None
   Absent: Turcotte, Rwaganje

NEW BUSINESS

Included below are the Council actions on New Business, which includes business licenses requiring City Council approval, City Council Resolves and Orders receiving first and final reading, City Council Orders receiving the first of two required readings, and all items to be considered in Executive Session.

1. **Resolve 2020-11. Referring Temporary Sign Ordinance Review to Planning Board.**
   Motion to approve first and final reading of Resolve 2020-11.
   Moved by Councilor Morse, seconded by Councilor Chau.
   President Rairdon opened the floor for comments on the motion to approve first and final reading of the legislation. The following individuals spoke: Councilor Shaughnessy

Motion carried. Resolve 2020-11 adopted. (Vote 5-0-2)
Ayes: Shaughnessy, Morse, Chau, Rairdon, Storey
Nays: None
Absent: Turcotte, Rwaganje

2. **Order 2020-23. Approving Write-Off of Uncollectible Personal Property Taxes.**
   Motion to approve first and final reading of Order 2020-23.
   Moved by Councilor Chau, seconded by Councilor Shaughnessy.
   President Rairdon opened the floor for comments on the motion to approve first and final reading of the legislation. The following individuals spoke: President Rairdon, Mr. Bryant
   Motion carried. Order 2020-23 adopted. (Vote 5-0-2)
   Ayes: Shaughnessy, Morse, Chau, Rairdon, Storey
   Nays: None
   Absent: Turcotte, Rwaganje

3. **Order 2020-24. Authorizing Distribution of Snowmobile Revenues to Westbrook Trail Blazes Snowmobile Club.**
   Motion to approve first and final reading of Order 2020-24.
   Moved by Councilor Shaughnessy, seconded by Councilor Morse.
   President Rairdon opened the floor for comments on the motion to approve first and final reading of the legislation. The following individuals spoke: Mayor Foley, Dan McCarthy (President, Westbrook Trail Blazes Snowmobile Club), President Rairdon
   Motion carried. Order 2020-24 adopted. (Vote 5-0-2)
   Ayes: Shaughnessy, Morse, Chau, Rairdon, Storey
   Nays: None
   Absent: Turcotte, Rwaganje

4. **Order 2020-25. Authorizing FY 2021 Animal Shelter Contract with the Animal Refuge League of Greater Portland.**
   Motion to approve first of two readings for Order 2020-25.
   Moved by Councilor Chau, seconded by Councilor Morse.
   President Rairdon opened the floor for comments on the motion to approve first and final reading of the legislation. The following individuals spoke: Mr. Bryant
   Motion carried by a show of hands. None opposed.

5. **Order 2020-26. Authorizing Expenditure for Extension of Water Service.**
   Motion to approve first of two readings for Order 2020-26.
   Moved by Councilor Morse, seconded by Councilor Chau.
   President Rairdon opened the floor for comments on the motion to approve first and final reading of the legislation. The following individuals spoke: Mayor Foley, Mr. Bryant, President Rairdon, Guy Cote (19 Laffin Drive), Councilor Storey
   Motion carried by a show of hands. None opposed.

PUBLIC COMMENT

President Rairdon opened the floor for the second and final public comment portion of the evening's meeting. The following individuals spoke: Mr. Stevenson, Jay Lacke (30 Methodist Road), Mayor Foley

REFERRALS
There were no new referrals.

COMMITTEE REPORTS
There were no reports from City Council committees.

ADJOURNMENT
Motion to adjourn at 7:58pm.
Moved by Councilor Chau, seconded by Councilor Morse
Motion carried by a show of hands. None opposed.

WESTBROOK CITY COUNCIL
BUILDING WORKSHOP TOUR MINUTES
WEDNESDAY FEBRUARY 12, 2020
WESTBROOK CITY HALL, 2 YORK STREET

Westbrook City Council held a Building Tour Workshop on Wednesday February 12, 2020. During this workshop, Councilors toured each major municipal building. The public was notified of the tour schedule and was encouraged to attend.

CALL TO ORDER
The workshop began at 9:00am at Westbrook City Hall, 2 York Street.

City Councilors Present: Claude Rwaganje (At-Large); Michael Shaughnessy (At-Large); David C. Morse (Ward 1); Gary Rairdon (Ward 4, President); Elliot Storey (Ward 5)

City Councilors Absent: Victor Chau (Ward 2); Anna A. Turcotte (Ward 3, Vice President)

Other City Officials Present: Jerre Bryant (City Administrator); Michael T. Foley (Mayor); Angela Holmes (City Clerk)

TOUR OF WESTBROOK CITY HALL
A tour of Westbrook City Hall was led by Ms. Holmes, Jennie Franceschi (Director of Planning & Code Enforcement), Stephen Fields (Human Resources Director) and Suzanne Knight (Finance Director).

RIBBON CUTTING CEREMONY
A ribbon cutting ceremony for the Office of the City Council was held at Westbrook City Hall.

PUBLIC SAFETY BUILDING
The tour proceeded to the Public Safety Building, 570 Main Street. The building tour was led by Janine Roberts (Police Chief), Andrew Turcotte (Fire Chief) and Greg Hamilton (Director of Emergency Communications & IT).

WALKER MEMORIAL LIBRARY
The tour proceeded to the Walker Memorial Library, 800 Main Street. The building tour was led by Rosemary Bebris (Library Director).

PUBLIC SERVICES BUILDING
The tour proceeded to the Public Services Building, 371 Saco Street. The building tour was led by Eric Dudley (Director of Engineering & Public Services).

WESTBROOK COMMUNITY CENTER
The tour proceeded to the Westbrook Community Center, 426 Bridge Street. The building tour was led by Greg Post (Director of Community Services).

LUNCHEON & UPDATE FROM DISCOVER DOWNTOWN WESTBROOK
The tour ended in the Elm Room at the Westbrook Community Center, where a luncheon was provided along with a presentation on Discover Downtown Westbrook, led by Abigail Smallwood (Executive Director).

DRAFT

ADJOURNMENT

The tour ended at 12:45pm and Councilors were transported by to City Hall.

WESTBROOK CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY MARCH 2, 2020
WESTBROOK HIGH SCHOOL ROOM 114

CALL TO ORDER
Meeting called to order at 6:00pm by Committee of the Whole Chair David C. Morse.

City Councilors Present: Claude Rwaganje (At-Large); Michael Shaughnessy (At-Large); David C. Morse (Ward 1); Victor Chau (Ward 2); Anna A. Turcotte (Ward 3, Vice President); Gary Rairdon (Ward 4, President); Elliot Storey (Ward 5)

City Councilors Absent: None

Other City Officials Present: Jerre Bryant (City Administrator); Natalie Burns (City Solicitor); Eric Dudley (Director of Engineering & Public Services); Stephen Fields (Assistant City Administrator/Director of Human Resources); Michael T. Foley (Mayor); Angela Holmes (City Clerk); Katherine Kelley (Wastewater Manager); Karin Leyon (Student Representative)

APPEAL OF INSURANCE CLAIM DENIAL – MAPLE STREET SEWER LINE
Committee Chair Morse gave the floor to Mr. Bryant to provide an overview of the appeal. Mr. Bryant stated that Ms. Burns would advise Council on the hearing procedures. Ms. Burns stated that the Committee would hear evidence from Kimberly Blenk, owner of 29 Maple Street, and that City staff would be provided an opportunity to respond. Ms. Blenk would then be provided with an additional opportunity to speak. The Committee would then deliberate and ask any questions.

Councilor Chau disclosed that Ms. Blenk is a Ward 2 resident. He has known about the matter for a while but has not seen any information that exceeds the knowledge that the rest of City Council has available. Councilor Chau stated that he sees no reason to recuse himself from the matter but would recuse himself if Council so desired. No one from Council responded.

Committee Chair Morse invited Ms. Blenk to the podium, who presented her appeal of the insurance claim denial. The following individuals presented questions for Ms. Blenk: Councilor Chau, Councilor Rwaganje, Committee Chair Morse, Vice President Turcotte, President Rairdon

Committee Chair Morse gave the floor to Mr. Dudley and Ms. Kelley, who presented additional information on the matter. The following individuals presented questions for Mr. Dudley and Ms. Kelley: President Rairdon, Councilor Storey, Committee Chair Morse, Councilor Shaughnessy, Councilor Rwaganje

Committee Chair Morse invited Ms. Blenk back to the podium. The following individuals presented questions for Ms. Blenk: President Rairdon, Councilor Storey

Motion to close the hearing and to begin deliberations.
Moved by President Rairdon, seconded by Vice President Turcotte.
Motion carried by a show of hands. None opposed.

DRAFT

City Council as a whole deliberated on the matter and collectively agreed that the City was not liable for the issues faced by Ms. Blenk but felt that some remuneration was in order. Ms. Burns clarified that if Council determined to award an amount to Ms. Blenk in excess of $3,000 that it would take two City Council reading to approve the issuance of said funds. However, Council could approve its decision during the Regular City Council meeting scheduled to take place immediately following this Committee of the Whole meeting. She advised that if the Council agreed to pay any amount that it should be awarded upon the condition of the release of all claims by Ms. Blenk. She also advised that a specific amount should be agreed upon, rather than allowing "up to" a certain amount to be awarded.

Motion to have the City Attorney draft Finding of Fact and an order awarding $8,250 to Ms. Blenk, provided that Ms. Blenk agrees to release all claims.
Moved by President Rairdon, seconded by Vice President Turcotte.
Motion carried by a show of hands. None opposed.

ADJOURNMENT
Motion to adjourn at 7:23pm.
Moved by President Rairdon, seconded by Councilor Chau.
Motion carried by a show of hands. None opposed.

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: April 6, 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 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.

For the Subgrantor - Bureau of Highway Safety

Federal: $7,287.00

E016000038 I
Westbrook City Of
570 Main Street
Westbrook, ME, 04092

2/10/2020 _____ Director
Date: Authorized Signature — Title
Lauren V. Stewart

02/10/2020 J L Roberts 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: April 6, 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 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

QUOTATION

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

158 RAND ROAD
PORTLAND, ME 04102

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

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

QUOTATION

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

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

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	1	Centurion Scout Base Unit	R2100	$ 2,500.00	$ 2,500.00
2	1	Duress Button-Single Button/Water-Resistant Pendant	E4003	$ 110.00	$ 110.00
3	1	S- Kenwood NX320 Kit	R7134	$ 800.00	$ 800.00
4	1	R7033 Digital Filter		$ 0.00	$ 0.00

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: April 6, 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 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 SMcKnight

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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:

Addendum No.	Addendum, Date
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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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 e execution of the Contract.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ROADWAY, DRAINAGE & SEWER IMPROVEMENTS PROJECT WESTBROOK, MAINE						
			UNIT PRICE		TOTAL PRICE	
Street Name	Quantity	Item with Unit Bid Price Written in Words	Dollars	Cents	Dollars	Cents
Roy	LF 318	8-INCH CAST-IN-PLACE PIPE @ Thirty Dollars and Fifty Cents Per Lineal Foot	30.50		9,699.00	
Graham	LF 398	8-INCH CAST-IN-PLACE PIPE @ Twenty Seven Dollars and Zero Cents Per Lineal Foot	27.00		10,746.00	
Allen	LF 225	10-INCH CAST-IN-PLACE PIPE @ Forty Dollars and Zero Cents Per Lineal Foot	40.00		9,000.00	
Boothby	LF 250	8-INCH CAST-IN-PLACE PIPE @ Thirty Three Dollars and Zero Cents Per Lineal Foot	33.00		8,250.00	
Main	LF 290	8-INCH CAST-IN-PLACE PIPE @ Thirty Two Dollars and Fifty Cents Per Lineal Foot	32.50		9,425.00	
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	

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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
LIMITED LIABILITY
SEAL
May 1, 2002
INDIANA

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.

NROE1 MARIA GOMEZ
COMM. #2259567
Notary Public - California
Santa Cruz County
My Comm. Expires Sep. 24, 2022 NROE1

Signature Maria Gomez (Seal)
Maria Gomez, Notary Public

TRAVELERS	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

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

T 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)

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

Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

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)

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: April 6, 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 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

8000 3250 -58983

MaineDOT Use Only
TEDOCS #: _____
CT#: _____
CSN#: _____
Program: _____

MAINE DEPARTMENT OF TRANSPORTATION
UTILITY RECEIVABLE AGREEMENT

(MaineDOT Use Only)

Project Location: _Westbrook_& Portland_	Estimated Agreement Amount: $ ___25,600.00_____
State WIN #: _____23721.00_____	Vendor Customer #: _____
Federal Aid Project #**:** ___2372100_____	MaineDOT Signed Date**:** _____
	Forecasted Agreement End Date: __12/31/2020_ _____

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:		For the Utility:	
Name:	David Lycette	Name:	Katherine Kelley
Address:	Maine DOT	Address:	Westbrook Public Services
	16 State House Station		371 Saco Street
	Augusta, ME 04333-0016		Westbrook, ME 04092
E-mail:	david.lycette@maine.gov	E-mail:	kkelley@westbrook.me.us
Telephone:	(207) 592-1378	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.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: **April 6, 2020**

Resolve: **2020-15**

APPROVING APPOINTMENT OF MATTHEW BRUNNER TO THE RECREATION & CONSERVATION COMMISSION

That the Westbrook City Council hereby approves the appointment of Matthew Brunner to the Recreation & Conservation Commission as a Regular Member to fulfill the remainder of an unexpired term ending on December 31, 2022.

First and Final Reading: April 6, 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 the Appointment of Matthew Brunner to the Recreation & Conservation Commission as a Regular Member

REQUESTED BY: Administration

DATE: 03/17/2020

SUMMARY:

This is a request to approve the appointment of Matthew Brunner as a Regular Member of the Recreation & Conservation Commission for the remainder of an unexpired term ending on 12/31/2022.

Matthew currently serves on Rec & Con as an Associate Member, as has agreed to fill a vacancy in a Regular Member position left by Melissa Hamlin, who resigned for personal reasons.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: **April 6, 2020**

Resolve: **2020-16**

ACCEPTING THE ZONING BOARD OF APPEALS' ANNUAL REPORT FOR 2019

That the Westbrook City Council hereby accepts the Zoning Board of Appeals Chairman's 2019 Annual Report, as outlined in the attached exhibit.

First and Final Reading: April 6, 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: 2019 Zoning Board Annual Report

REQUESTED BY: Linda Gain

DATE: 03/17/2020

SUMMARY:

As required by City of Westbrook Ordinance provide the Council with the Annual Zoning Board reviews.

BUDGET LINES AFFECTED (IF APPLICABLE):

No Budget Lines affected

WESTBROOK ZONING BOARD OF APPEALS
CHAIRMAN'S REPORT 2019

During 2019 the Zoning Board of Appeals heard (3) Variance Requests

1. Variance Request – Jason Brown, 45 Monroe Avenue, is requesting a thirteen (13) foot, one (1") inch back yard variance to allow the demolition of a twenty-two (22') x twenty (20') by thirteen (13') foot high existing garage and construct twenty-two (22') x twenty-six (26') by fifteen (15') foot high garage. Tax Map: 029, Lot: 192, Zone: RGA 1

06-11-2019
The vote is unanimous in favor 4-0

2. Variance Request – Anne Lunt, Lincoln Street, is requesting a four-foot front yard variance to allow the building of a twenty-four (24') foot by twenty (20') foot, ten (10') by twelve (12') foot "L" shaped single-family home. Tax Map: 038, Lot 087B, Zone: Residential Growth Area 1.

07-09-2019
The Board vote is unanimous in favor 5-0

3. Variance Request – William & Stacey Lamson, is requesting a nine-foot side yard variance and seven-foot rear yard variance to allow the replacement of a twelve-foot by twenty-two-foot garage on 14 Edna Joy Lane. Tax Map: 028, Lot 039, Zone: Residential Growth Area 1.

09-10-19
The Board recommends the Variance request be postponed.
The vote is unanimous in favor 5-0
Building Permit approved / Variance withdrawn 03/20/2020

For the Zoning Board of Appeals,

Aaron P. Burns, Chairman

cc: Mayor Foley
City Council
Jerre Bryant, City Administrator

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: **April 6, 2020**

Resolve: **2020-17**

APPROVING ELECTION CLERKS FOR 2020-2021

That the Westbrook City Council hereby confirms the attached list of Election Clerks for 2020-2021 in accordance with the provisions of 21-A M.R.S.A. § 503-A, as nominated by their respective political parties and/or recommended by the City Clerk & Registrar of Voters.

First and Final Reading: April 6, 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 Election Clerks for 2020-2021

REQUESTED BY: Angela Holmes, City Clerk & Registrar of Voters

DATE: 04/01/2020

SUMMARY:

The attached list of proposed Election Clerks is hereby submitted to City Council in accordance with the requirements of 21-A MRSA Sec. 503. City Council is required to appoint Election Clerks by May 1st of each general election year.

In accordance with these provisions, the City Clerk reached out to the Chairs of the Westbrook Democratic & Republican Committees to solicit nominations for election clerks. No nominations were received. However, the Clerk's Office does have a list of election clerks from which we select workers for each election based upon availability, the size of the election, and party affiliation (to maintain the required balance of party representation among election clerks).

This list is included for your review and consideration. Please note that additional election workers may be appointed by the City Clerk as needed, but the biennial list approved by City Council represents the core group of workers that typically staff the polls on Election Day.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

ELECTION CLERKS FOR 2020-2021

Last	First	Party
Adams	Pamela	Democrat
Ames	Doris	Republican
Baither	Julie	Democrat
Belisle	Margaret	Republican
Bonney	Mercer	Democrat
Buzzell	Victoria M.	Republican
Callaway	Christopher	Unenrolled
DeSanctis	Cheryl	Democrat
Francoeur	Denise	Republican
Geren	Catherine	Democrat
Hauber	Sally	Republican
Hemphill	Mary	Democrat
Kantor	Debra	Democrat
Kelley	William	Democrat
Latini	Christine	Democrat
Majka	Linda	Republican
Mazziotti	Lisa	Democrat
McKenzie	Carolyn	Republican
Miller	Justin	Republican
Morrill	Roberta	Republican
Paul	Patricia	Democrat
Quinlan	Terry	Unenrolled
Russell	Ann	Republican
Smith	Dana	Republican
Testa	John	Unenrolled
Thompson	Elizabeth	Democrat
Young	Elizabeth	Republican

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: **April 6, 2020**

Order: **2020-36**

AUTHORIZING AWARD OF SETTLEMENT FOR 29 MAPLE STREET

That the Westbrook City Council hereby authorizes the award of settlement in the amount of $8,250 to Kimberly Blenk of 29 Maple Street in accordance with the determination of appeal approved by Order 2020-27, adopted on March 2, 2020, entitled *Adopting Findings Concerning Appeal of Insurance Claim Denial*, subject to Ms. Blenk's agreement to the release of all claims.

First Reading: April 6, 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 of Award of Appeal for 29 Maple Street

REQUESTED BY: Katherine Kelley

DATE: 03/04/2020

SUMMARY:

This order is requesting authorization to award funds in the amount of $8,250.00 to Ms. Kimberly Blenk of 29 Maple Street, as outlined in the written findings that were approved at the March 3rd, 2020 Committee of the Whole and City Council meeting.

BUDGET LINES AFFECTED (IF APPLICABLE):

48003250 58900 B1702

OK SM

FINDINGS OF FACT AND CONCLUSIONS
APPEAL OF KIMBERLY BLENK-29 MAPLE STREET

On March 2, 2020, the Westbrook City Council met as the Committee of the Whole to conduct a hearing on the appeal by Kimberly Blenk concerning issues related to the connection of her property to the City's sewer line. During the hearing, the Council heard testimony from Kimberly Blenk; Katherine Kelly, the Wastewater Division Manager; and Eric Dudley, the Director of Public Services and City Engineer.

As an initial matter, Councilor Chau disclosed that he is familiar with this matter since he is Ms. Blenk's ward Councilor and has seen her basement. He does not feel that this information will impact his ability to hear this matter impartially. The remainder of the Council had no objection to Councilor's Chau's participation.

Based upon the testimony and evidence presented the City Council finds as follows:

1. Kimberly Blenk is the owner of a residential property located at 29 Maple Street in Westbrook. When she purchased the home, it had a full bathroom and the half bath in the basement. In 2016, she did an addition to the house and had three working toilets in addition to the one in the basement. The Code Enforcement Officer inspected the work. The tax records indicate that the house has 2 full baths and 2 half baths.

2. In 2017, the City engaged Gorrill Palmer Consulting Engineers, Inc. (Gorrill Palmer) to design a Combined Sewer Overflow (CSO) project.

3. As part of the design process, Gorrill Palmer undertook a survey of basements in properties that would be impacted by the CSO project. The intent of the survey was to get an accurate elevation of sewer laterals and to make sure that the new sewer main did not cause a conflict.

4. Not all property owners responded to the request for access for the survey. Gorrill Palmer did not get access to Ms. Blenk's property as part of this survey work. Ms. Blenk testified and provided an exhibit showing that several property owners in her section of Maple Street did not respond to the survey requests, but she and the people that she spoke with did not recall seeing any notice from the City about the survey. In addition, several of the homes in the area are new and Ms. Blenk feels that the City should have had sufficient information from those permits about the location of the sewer. Ms. Blenk had her lateral tested in 2016 and it was in working order. The new sewer line location is the reason that she cannot connect now without the additional work.

5. The City held two public meetings on the project and provided notice of each.

6. On May 8, 2019, David Margolis-Pineo, the City's representative on the CSO project, informed the City that the new sewer line on Maple Street was approximately 15 inches higher than the existing sewer line in the area between SMH 105 and SMH 106. The new sewer main unexpectedly changed in elevation near SMH 106. The City does not know why this happened, but does not believe that the design was negligent. The City was not aware prior to this that there was a bathroom and a utility sink in Ms. Blenk's basement because the prior owner did not get the required permits for the work and because Gorrill Palmer was unable to access her property during its survey work.

7. The construction contractor, Gorham Sand and Gravel, informed the City that it was able to make all of the existing sewer laterals on Maple Street work, with the exception of the lateral for 29 Maple Street. Changes would have to be made to the lateral to that property in order to make the connection, including raising the lateral.

8. Ms. Blenk worked with a plumber, who informed her that raising the house's sewer line to connect with the sewer main would cause her to lose the ability to use the bathroom in her basement unless it was relocated. The bathroom is not currently usable and cannot be used unless it either is relocated to connect with the new gravity feed and/ or a pump is installed.

9. The City suggested three alternatives to Ms. Blenk and assisted in getting the cost estimates for the repair work.

10. Ms. Blenk wants to keep the bathroom in the basement and wants it to remain gravity-fed so that it continues to function when the power is out. She has done repair work to connect to the sewer, but it does not accommodate the bathroom.

11. The City offered to assist in the cost of re-piping the sewer line and removing and sealing the old sewer line and related fixtures and has paid for some repair costs concerning the location of the line.

12. Ms. Blenk requested that the City incur the entire cost of relocating her sewer service and bathroom, in the amount of $19,950.00. The amount of this claim is based upon the provided estimates from Gorham Sand and Gravel and Warren Mechanical.

13. The City submitted Ms. Blenk's claim to its insurer.

14. The City's insurer denied the claim, determining that the City was not liable for the costs.

15. Ms. Blenk requested that the City Council consider her claim. She disagrees with the insurer's determination. She had a functioning sewer lateral and it was the work of the City that caused her connection to no longer work. Her position is that the City's design

was negligent. In addition, she cannot afford the amount required to correct this situation.

16. Ms. Blenk states that it is not reasonable to expect her to pay these costs. She feels that the City did not make reasonable efforts to determine the location of the sewer line as part of the design process.

Based upon the evidence provided, the City Council hereby determines as follows:___

The City's insurer has determined that the City is not liable for these costs under the Maine Tort Claims Act and therefore the claim is not covered by insurance. However, the Council determines that this situation is an anomaly. The property owners impacted by this project expected no change in their sewer service. Ms. Blenk has lost the use of the bathroom in her basement, which is important to her use of the house. As such, the Council awards to Ms. Blenk a total of $8,250. This award is subject to a release of all claims related to this matter. Because of the anomalous nature of this situation, it is not intended to, and should not be construed as, setting any precedent for any future claims.

If Ms. Blenk agrees to the release, the Administration will bring forth the required appropriation order to resolve this matter.

The Administration is hereby authorized to issue a written notice of decision to Ms. Blenk.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: **April 6, 2020**

Order: **2020-37**

AMENDING ORDER 2018-137 REGARDING ACCEPTANCE & EXPENDITURE OF ADDITIONAL ASSISTANCE TO FIREFIGHTER GRANT FUNDS

That the Westbrook City Council hereby amends Order 2018-157 adopted on October 1, 2018, entitled *Accepting Assistance to Firefighters Grant Funds and Authorizing Expenditure of Matching Funds*, to accept and expend additional federal Assistance to Firefighters Grant funds in the amount of $1,915 for gas line work and $1,053 for electrical work relating to the installation of a generator, as outlined in the attached exhibit.

Funds available in budget line: 22002210-58900-G1801

First Reading: April 6, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

OK 3/16/20

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 Order 2018-137

REQUESTED BY: Steve Sloan, Deputy Fire Chief

DATE: 01/15/2020

SUMMARY:

The Fire Department is requesting amendment to order 2018-137 to accept and expend additional federal funds to close out the Assistance to Firefighters grant (AFG).

The additional fund will be used for the following:

Suburban Propane- for gas line work during the generator install, for the amount of $1,915
Gillman Electric- for wiring materials to hook up generator, not initially part of the electric work by Corey Electric, for the amount of $1,053

BUDGET LINES AFFECTED (IF APPLICABLE):

22002210-58900-G1801,

OK funds available

Mary Morrissey

From: Mary Morrissey
Sent: Monday, March 2, 2020 9:48 AM
To: Angela Holmes
Subject: FW: Please add to the next council reading -CO Amending AFG 01062020.pdf
Attachments: doc15011120200116124026.pdf

Hi Angela,

This is the one I called about. Thanks for your help on this one.

I have two vendors Suburban and Gilman Electric with overdue invoices.

I am trying to have paid so we can close the grant.

Thanks so much! Mary

Mary Morrissey
Finance/Office Coordinator
Westbrook Public Safety
207-854-0644 Ext. 2302

mmorrissey@westbrook.me.us

From: Steve Sloan <SSloan@westbrook.me.us>
Sent: Monday, March 2, 2020 9:44 AM
To: Angela Holmes <aholmes@westbrook.me.us>
Cc: Mary Morrissey <mmorrissey@westbrook.me.us>
Subject: FW: CO Amending AFG 01062020.pdf

Regards,

Stephen A. Sloan Jr.

Stephen Sloan CFI II, CFPE
Deputy Fire Chief
Westbrook Fire & Rescue Department
570 Main Street
Westbrook, ME 04092
T: (207) 854-0644 ext 2305
F: (207) 854-0657
www.westbrookmaine.com

NOTICE: In accordance with 1 M.R.S. § 402(3) of Maine's Freedom of Access Act, any record (including this email) in the possession or custody of a public official which has been received or prepared for use in connection with the transaction of public or governmental business or contains information relating to the transaction of public or governmental business may constitute a public record. There are very few exceptions. For more information, please visit www.maine.gov/foaa.

From: Steve Sloan
Sent: Thursday, January 16, 2020 11:03 AM
To: Angela Holmes <aholmes@westbrook.me.us>
Subject: FW: CO Amending AFG 01062020.pdf

Here are all the approved requests along with the invoice for the camera system

Regards,

Stephen A. Sloan Jr.

Stephen Sloan CFI II, CFPE
Deputy Fire Chief
Westbrook Fire & Rescue Department
570 Main Street
Westbrook, ME 04092
T: (207) 854-0644 ext 2305
F: (207) 854-0657
www.westbrookmaine.com

NOTICE: In accordance with 1 M.R.S. § 402(3) of Maine's Freedom of Access Act, any record (including this email) in the possession or custody of a public official which has been received or prepared for use in connection with the transaction of public or governmental business or contains information relating to the transaction of public or governmental business may constitute a public record. There are very few exceptions. For more information, please visit www.maine.gov/foaa.

From: Tressina Germani <tgermani@westbrook.me.us>
Sent: Thursday, January 16, 2020 10:46 AM
To: Steve Sloan <SSloan@westbrook.me.us>
Subject: RE: CO Amending AFG 01062020.pdf

Once you take out the Fire Reserve account ending in 02121, the council order is good to go!

From: Steve Sloan <SSloan@westbrook.me.us>
Sent: Thursday, January 16, 2020 10:35 AM
To: Tressina Germani <tgermani@westbrook.me.us>
Subject: CO Amending AFG 01062020.pdf

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-38

AUTHORIZING TEMPORARY CONSTRUCTION & ACCESS EASEMENT AGREEMENT WITH BATH SAVINGS INSTITUTION

That the Westbrook City Council hereby authorizes the Mayor or his designee to enter into a Temporary Construction & Access Easement Agreement with Bath Savings Institution for the construction of a new paved sidewalk as outlined in the attached Exhibit.

First Reading: April 6, 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 TEMP EASEMENT AGREEMENT WITH BATH SAVINGS BANK**

REQUESTED BY: Daniel Stevenson

DATE: 04/01/2020

SUMMARY:

Westbrook City Council is being asked to provide a Temporary Construction & Access Easement Agreement with Bath Savings Institution for the construction of a new paved sidewalk along the Spring Street side of the parcel as outlined in the attached Exhibit, and as required as part of the Planning Board approval for the new bank.

BUDGET LINES AFFECTED (IF APPLICABLE):

NONE

AFTER RECORDING RETURN TO:
Nicholas J. Morrill, Esq.
Jensen Baird Gardner & Henry
P.O. Box 4510
Portland, Maine 04112-4510

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT ("Temporary Construction Easement") is made this ____ day of _____, 2020, by and between the **CITY OF WESTBROOK**, a Maine municipal corporation with offices located at 2 York Street, Westbrook, Maine 04092 (the "City"), and **BATH SAVINGS INSTITUTION**, a Maine banking corporation, with a mailing address of P.O. Box 548, Bath, Maine 04530 ("BSI").

W I T N E S S E T H:

WHEREAS, the City is the owner of certain real estate and improvements located easterly of Spring Street, so-called, in the City of Westbrook, County of Cumberland, State of, Maine, being the premises described in a Quitclaim Deed from Jonathan S. Foss and Ruth M. Foss to the City of Westbrook, dated October 30, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15823, Page 227, excepting, however, the real estate and improvements conveyed to BSI by Quitclaim Deed with Covenant from the City of Westbrook, dated February 12, 2020, and recorded in said Registry of Deeds in Book 36436, Page 48 (the "Temporary Easement Area"); and

WHEREAS, BSI desires to construct a new paved sidewalk on the Temporary Easement Area, and the City desires to consent to the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency being hereby acknowledged, the City and BSI agree as follows:

I. The City hereby grants to BSI the following temporary rights and easements over, through and under the Temporary Easement Area:

1. The right of BSI to enter the Temporary Easement Area, with people and machines, to construct, install and inspect a new paved sidewalk (the "Sidewalk"), which shall connect to existing sidewalk located at the intersection of Spring Street and William Clark Drive. The Sidewalk shall be constructed to the satisfaction of the City.

2. The right of BSI to perform or have performed any necessary clearing, excavating, paving, placing of fill material, loaming, seeding, revegetation, reconstruction, and any other incidental work consistent with the above.

3. Once BSI commences construction activity, it shall diligently pursue the same to completion, provided that any delay caused by the occurrence of any event beyond BSI's reasonable control shall not constitute a breach of BSI's obligation under this section.

II. Notwithstanding anything to the contrary contained herein, the temporary rights and easements herein granted are subject to the following:

1. Whenever any work is performed by BSI within the Temporary Easement Area pursuant to the provisions hereunder, such work (i) shall be performed in a safe, diligent and workmanlike manner, at BSI's sole cost and expense, in compliance with all applicable laws, ordinances, and regulations, including, without limitation, any and all requirements of the City regarding land use approvals; and (ii) shall be performed in a manner that causes the minimum of interference with the City and the general public's use of Spring Street.

2. Upon completion of the construction activity, and the Sidewalk, the Sidewalk shall become part of the public right of way of Spring Street, and BSI shall have no rights or claims to the Sidewalk, except the right of the general public to use the Sidewalk.

III. This Temporary Construction Easement shall automatically terminate upon completion of BSI's construction activity, to the reasonable satisfaction of the City, or at any point that the City Council reasonably determines it is in the best interest of the City to extinguish this Temporary Construction Easement for reasons such as, but not limited to, inactivity or inappropriate use of the Temporary Construction Easement or the Temporary Easement Area.

IV. Miscellaneous Provisions

1. Amendments, Etc. No amendment, modification, or waiver of any provision of this Agreement, or consent to any departure from the terms of this Construction Easement by any party hereto shall be effective unless the same shall be in writing and signed by all the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

2. No Waiver; Remedies. No failure on the part of any party hereto to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maine, regardless of the law that might otherwise govern under applicable principles of conflict of laws thereof.

5. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof and supersedes all prior

agreements, representations, warranties, and understandings between or among the parties with respect to such subject matter.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the said City of Westbrook has caused this instrument to be signed and sealed in its corporate name by Michael T. Foley, Mayor, duly authorized this ____ day of _____, 2020.

WITNESS:

CITY OF WESTBROOK

_____

By:_____
Michael T. Foley
Title: Mayor

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

_____, 2020

Then personally appeared before me, the above-named Michael T. Foley, Mayor of the City of Westbrook, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Westbrook.

_____
Notary Public/Attorney-at-Law
Name:_____
Commission Expiration:_____

IN WITNESS WHEREOF, the said Bath Savings Institution has caused this instrument to be signed and sealed in its corporate name by _____, its _____, duly authorized this ____ day of _____, 2020.

WITNESS: BATH SAVINGS INSTITUTION

_____ By:_____

Name:

Title:

STATE OF MAINE

COUNTY OF CUMBERLAND, ss. _____, 2020

Then personally appeared before me, the above-named _____, _____ of Bath Savings Institution, and acknowledged the foregoing instrument to be her/his free act and deed and the free act and deed of Bath Savings Institution.

_____

Notary Public/Attorney-at-Law

Name:_____

Commission Expiration:_____

QUITCLAIM DEED

BATH SAVINGS INSTITUTION, a Maine banking corporation with a mailing address P.O. Box 548, Bath, Maine 04530, for consideration paid, releases to the **CITY OF WESTBROOK**, a Maine a Maine municipal body corporate and politic with a mailing address of 2 York Street, Westbrook, Maine 04092, all its right, title and interest in a certain lot or parcel of land in Westbrook, Cumberland County, Maine, together with all buildings and improvements thereon, bounded and described in Exhibit A attached hereto and incorporated herein.

For grantor's source of title, reference is made to a deed of Richard A. Moulton and Dorothy L. Moulton dated August 1, 2019 and recorded in the Cumberland County Registry of Deeds in Book 35854, Page 325.

In Witness Whereof, Bath Savings Institution has caused this instrument to be executed by _____, its _____, hereunto duly authorized, as of the _____ day of _____, 2020.

Witness:

_____

Bath Savings Institution

By:_____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

_____, 2020

Then personally appeared the above-named _____, _____ of Bath Savings Institution, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,

_____
Notary Public
Print Name:_____
My Commission Expires: _____

EXHIBIT A

A certain lot or parcel of land situated on the easterly side of Spring Street, so called, in the City of Westbrook, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

Beginning at a capped rebar marked #2433 found on the easterly sideline of Spring Street so called, at the northwesterly corner of land now or formerly of Mary Jacobs as described in a deed recorded at the Cumberland County Registry of Deeds in Book 22605, Page 173 and at the southwesterly corner of the Grantor;

thence N 16°55'04" W along the easterly sideline of said Spring Street, a distance of 90.83 feet to a capped rebar marked #2433 found at land now or formerly of the City of Westbrook as described in Book 5823, Page 227;

thence S 85°49'58" E along land of said City of Westbrook, a distance of 11.88 feet;

thence S 17°04'03" E through land of the Grantor, a distance of 86.27 feet to land of said Jacobs;

thence S 71°36'36" W along land of said Jacobs, a distance of 11.31 feet to the point of beginning.

The above described parcel contains 991 square feet, 0.02 acres.

All bearings noted are referenced to NAD83 Maine State Plane West Zone Grid North.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-39

AUTHORIZING ACCEPTANCE OF POLICE DEPARTMENT FORFEITURE FUNDS

That the Westbrook City Council hereby authorizes the Police Department to accept a total of $4,751 related to the Cumberland County Unified Court's Criminal Forfeiture disposition of property related to Docket No. CR-18-2831, *State v. Shawn Bragan* dated February 26, 2020.

Funds to be deposited in revenue line: 21002110-49000-02113

First Reading: April 6, 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 of Police Department Forfeiture

REQUESTED BY: Chief Roberts

DATE: 02/28/2020

SUMMARY:

Requesting the acceptance of Cumberland County Unified Court's Criminal Forfeiture disposition of property in the amount of $4751.00.

Docket No. CR-18-2831 State v. Shawn Bragan dated February 26,2020.

BUDGET LINES AFFECTED (IF APPLICABLE):

21002110-49000-02113 Forfeiture revenue

OK SM

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-40

AUTHORIZING EMERGENCY EXPENDITURE FOR REPLACEMENT FIRE ALARM PANEL

That the Westbrook City Council hereby authorizes an emergency expenditure in the amount of $4,907 to R.B. Allen of North Hampton, NH for the replacement of the fire alarm control panel at the Westbrook Public Safety Building as outlined in the attached exhibit.

Funds available in budget line 10006600-54300.

First Reading: April 6, 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 Expenditure for Replacement Fire Alarm Panel - Public Safety Building

REQUESTED BY: Eric Dudley, Director of Engineering and Public Services

DATE: March 6, 2020

SUMMARY:

The Department of Engineering and Public Services requests authorization in the amount of $4,907 to R.B. Allen of North Hampton, NH for the replacement of the fire alarm control panel at the Public Safety Building. This is a sole source situation since the panel needs to work with the existing fire alarm system in the building and R.B. Allen is the sole vendor for this equipment in New England. The old control panel was malfunctioning and needed immediate attention in order to maintain occupant safety and compliance with fire code. The work was successfully performed in late January/ early February and requires Council Action for payment.

BUDGET LINES AFFECTED (IF APPLICABLE):

10006600-54300

SINCE 1968
R.B. Allen Co., Inc.
NE 1-800-258-7264
FAX (603) 964-8885
P.O. Box 770
131 Lafayette Rd.
No. Hampton, NH 03862
(603) 964-8140

Invoice Number
115009833-1

Invoice Date
01/30/2020

INVOICE

Bill To:
WESTBROOK PUBLIC SAFETY
570 MAIN ST
WESTBROOK, ME 04092

Ship To:
WESTBROOK PUBLIC SAFETY
570 MAIN ST
WESTBROOK, ME 04092

Contact:

Contact:

Customer #:WE7453	SalesPerson: TB	PO# : westbrook public safety

Qty	Item	Description	Unit Price	Amount
1	IO1000R	Control Panel Enclosure		
1	RLCD CR	REMOTE ANN W/LCD/CONTROLS RED		
2	BSL 1075	12V 8 AH BATTERY		
1	IOSDC1	Expansion Loop for I01000		
1	SUBTOTAL		4,822.00	4,822.00
		I/O 1000 CHANGE OUT		
1	Freight		85.00	85.00

PS Fire alarm Panel

1000660 - 54300

DATE: _____
ACCOUNT: _____
AUTH. BY: _____
AMOUNT: _____

	Subtotal:	$4,907.00
WE ARE NOW EMAILING INVOICES. PLEASE CONTACT MGODDARD@RBALLEN.COM WITH THE EMAIL ADDRESS YOU WOULD PREFER TO USE.	Tax:	$0.00
	Total Amount:	**$4,907.00**

MATERIAL CANNOT BE RETURNED WITHOUT WRITTEN AUTHORIZATION
SYSTEMS: MUNICIPAL FIRE ALARM & SECURITY - INDUSTRIAL FIRE ALARM SECURITY - WATCH & SUPERVISORY

NOTE: TERMS ARE NET 30 DAYS UNLESS OTHERWISE INDICATED. ALL ACCOUNTS ARE PAYABLE WITHIN INVOICE TERMS. IN EVENT OF DEFAULT OF PAYMENT WHEN DUE, ALL COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES AND COURT COSTS, SHALL BE PAID BY THE CUSTOMER.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-41

AUTHORIZING PURCHASE OF RADIO EQUIPMENT

That the Westbrook City Council hereby authorizes an expenditure in the total amount of $17,790.07 to Radio Communications Mgmt, Inc. of Portland, ME for 50% of the cost of a simulcast transmitter/receiver site for the Public Safety Building, one base radio, one portable radio and an encryption key to enhance the City of Westbrook's digital radio system, as outlined in the attached exhibit.

Funds available in budget line 21002150-59000-02124.

First Reading: April 6, 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: Request for purchase of radio equipment

REQUESTED BY: Gregory Hamilton

DATE: 03/06/2020

SUMMARY:

The attached invoices represent purchases needed to enhance and improve the capabilities of the City's digital radio system. Specifically, one half the cost of an added simulcast transmitter/receiver site for the Public Safety Building ($14,940.32), one base radio ($1,626.95), one portable radio and 8 encryption keys ($1,222.80) The total expenditure request is $17,790.07.

An in building portable radio coverage deficiency was identified in the area specifically around the Public Safety Building and surrounding locations. The addition of this site has mitigated that problem. The total cost of the simulcast site is $29,880.64. One half the cost of the additional site as well as the other purchases listed here will come from the current year's radio antenna account. The second half of the additional site ($14,940.32) will be billed July 1 and has been budgeted for in the IT budget new hardware line.

BUDGET LINES AFFECTED (IF APPLICABLE):

21002150 59000 02124

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
82645

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

Invoice Date
Oct 28, 2019

Page
1

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	DMR ARC 4 Keys	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
SCOTT	BEST		11/27/19

Quantity	Item	Description	Unit Price	Extension
		Per request of Greg Hamilton order required additional DMR ARC4 encryption licenses for vehicles that were not part of the new system purchase *Updated: Order new Dispatch portable also*		
8.00	KWD-5500EE	LICENSE KEY FOR DMR ARC4 ENHANCED ENCRYPTION	32.00	256.00
1.00	NX-5200K2	136 - 174 MHz 6W 1024 CHAN DIGITAL VHF PORTABLE SN: B9411085	631.50	631.50
1.00	KSC-32	110/220V Rapid rate single unit tri-chemistry charger	56.00	56.00
1.00	KNB-L2M	LIO-ION 2600mAh BATTERY (STANDARD)	113.60	113.60
1.00	KRA-26M	VHF HELICAL ANTENNA 146-162 MHz	14.50	14.50
1.00	KMC-42WDM	NX-5200 NOISE CANCELING SPEAKER MIC	91.20	91.20
1.00	KWD-5300CV	LICENSE KEY FOR DMR TIER II CONVENTIONAL. INCLUDES LABOR TO	60.00	60.00

Subtotal	Continued
Service Provider / Sales T	Continued
Total Invoice Amou	Continued
TOTAL	Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
82645

Invoice Date
Oct 28, 2019

Page
2

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	DMR ARC 4 Keys	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
SCOTT	BEST		11/27/19

Quantity	Item	Description	Unit Price	Extension
0.50	PROGRAMMING	UPDATE FIRMWARE & FEATURE IN THE RADIO 9/10/19, PROGRAM RADIO - #12 Programmed and tested per specifications. Saved as new file archive. *Did not have ARC4 license on hand. Will need reprogramming		

Subtotal	1,222.80
Service Provider / Sales T	
Total Invoice Amou	1,222.80
TOTAL	1,222.80

Check No

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
83549

Invoice Date
Jan 20, 2020

Page
1

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	Patrol / Sgt Base	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
COMPLETED - 11	BEST		2/19/20

Quantity	Item	Description	Unit Price	Extension
		Greg Hamilton requesting dual head RF Deck base radio for Patrol Room and Sergeants Office with external base antenna to assist with radio RX. **Originally, dual head radio to be installed, but determined that a single radio with (4) external speakers would cover the dead spots more appropriately.** NOTE: Per customer, external speakers not needed.		
1.00	NX-5700BK	50W, 136-174 MHz, RF DECK ONLY Serial Number: B8B10109	551.25	551.25
1.00	FG1520	VHF ANTENNA 152-156 MHz UNITY GAIN	125.03	125.03
1.00	WM4	4" WALL BRACKET	31.00	31.00
75.00	LMR-400	9913 TYPE CABLE	1.26	94.50
10.00	RG58U	ANTENNA CABLE	0.51	5.10

Subtotal	Continued
Sales Ta:	Continued
Total Invoice Amou	Continued
TOTAL	Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
83549

Invoice Date
Jan 20, 2020

Page
2

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	Patrol / Sgt Base	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
COMPLETED - 11	BEST		2/19/20

Quantity	Item	Description	Unit Price	Extension
1.00	ICT12012-15AG	13 A POWER SUPPLY	145.00	145.00
1.00	KMC-35	Standard Dynamic Microphone (8-pin mod plug) standard with new TK-7160/8160 and TK-7180.8160 mobile	42.00	42.00
1.00	E30-7523-65	TK-7180 POWER CABLE	20.00	20.00
1.00	RFN-1005-3C	CONNECTOR	9.12	9.12
1.00	RFU-527	UHF FEMALE CRIMP	6.45	6.45
2.00	RFU-507-SI	UHF MALE CRIMP CONNECTOR SKU #87791	4.64	9.28
2.00	RFU-505	UHF MALE CRIMP RG58	3.46	6.92
1.00	RFU-537	UHF/UHF BULKHEAD ADAPTER	7.80	7.80
1.00	INSTALL KIT	INSTALLATION PARTS	26.50	26.50
1.00	KWD-5500EE	LICENSE KEY FOR DMR ARC4 ENHANCED ENCRYPTION	32.00	32.00
1.00	KWD-5300CV	LICENSE KEY FOR DMR TIER II CONVENTIONAL. INCLUDES LABOR TO UPDATE FIRMWARE & FEATURE IN THE RADIO	60.00	60.00
0.50	PROGRAMMING E	9/24/19, #27 RADIO PROGRAMMING USING EXISTING CUSTOMER FILE		

Subtotal Continued

Sales Ta: Continued

Total Invoice Amou Continued

Check No

TOTAL Continued

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
83549

Invoice Date
Jan 20, 2020

Page
3

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	Patrol / Sgt Base	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
COMPLETED - 11	BEST		2/19/20

Quantity	Item	Description	Unit Price	Extension
3.50	INSTALLATION CREW	9/24/19, INSTALLATION LABOR - 2 MEN #27, #30 Installed antenna on wall outside of the sally port and ran cable into the Captain's office.	130.00	455.00
1.00	NOTE:	Ran cable through the wall and installed wall box and blank plate with bulkhead. Installed radio with power supply and programmed with licenses. Tested OK.		

Subtotal	1,626.95
Sales Ta:	
Total Invoice Amou	1,626.95
TOTAL	1,626.95

Check No

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
83632

Invoice Date
Jan 28, 2020

Page
1

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	Add PSB Site	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
SCOTT	BEST		2/27/20

Quantity	Item	Description	Unit Price	Extension
		Add simulcast transmitter and voter receiver site at Public Safety Building for Police and Fire Primary channels.		
		Invoice 50% in January 2020		
		Invoice remaining 50% July 1, 2020		
1.00	TITLE	50% payment January 2020	14,940.32	14,940.32
	TITLE	50% payment July 1, 2020	14,940.31	
2.00	RBS4000C	RBS4000C-V3025-W-A100-4W100-S1-V2-G1 BASE- 25W VHF (136 -174 MHz), V2 VOCODER, SINGLE GPS, 12 VOLT		
2.00	TPRD1554	TELEWAVE - 144-174 MHz VHF DUPLEXER 600 KHz SEPARATION		
2.00	RM2512	20 AMP RACK MOUNT POWER SUPPLY		
150.00	LCF12-50J	1/2" FOAM HARDLINE SKU#70393		
2.00	NM-LCF12-D01	1/2" N(M) LCF12-50J CONNECTOR		
2.00	NF-LCF12-D01	1/2" N(F) LCF12-50J CONNECTOR		
2.00	MISC-ITEM	716M-LCF12-D01 OMNI Fit 7/16 Din Male Connector for 1/2" LCF12-50J		

Subtotal	Continued
Sales Ta:	Continued
Total Invoice Amou	Continued
TOTAL	Continued

Check No

RADIO COMMUNICATIONS MGMT, INC
158 RAND ROAD
PORTLAND, ME 04102

Invoice

Invoice Numbe
83632

Invoice Date
Jan 28, 2020

Page
2

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

Sold To:

WESTBROOK POLICE DEPT
570 MAIN STREET
WESTBROOK, ME 04092

Ship to

WESTBROOK POLICE DEPARTMENT
570 MAIN STREET
WESTBROOK, ME 04092

Customer ID	Customer PO	Payment Terms	
WESTBROOK POLICE DEP	Add PSB Site	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
SCOTT	BEST		2/27/20

Quantity	Item	Description	Unit Price	Extension
2.00	MISC-ITEM	SD210-HF2P4LDF		
2.00	MISC-ITEM	Antenna mounting hardware		
2.00	IS-50NX-C2-MA	ARRESTOR		
2.00	RF JUMPER	RF JUMPER CABLE		
12.00	SCF12-50J	1/2" SUPERFLEX CABLE		
4.00	15560751	1/2" N(M) CONNECTOR SCF12-50 SUPERFLEX		
1.00	GPS-TMG-40NMS	1575.42 MHz GPS TIMING ANTENNA		
50.00	LMR-400	9913 TYPE CABLE		
1.00	DGXZ 06NFNF-A	GPS LINE PROTECTOR		
2.00	MISC-ITEM	Connectors for GPS antennas		
1.00	MISC-ITEM	GPS300 & TN0602 GPS Splitter		
2.00	TWS240NMSM-3'	SMA(M) TO N(M) LMR-240 3' JUMPER		
8.00	TECHNICIAN-50	TECHNICIAN LABOR - 50 - Configure (2) repeaters and system for new site		
8.00	INSTALLATION CREW	INSTALLATION LABOR - 2 MEN - Install (2) VHF antenna systems and (1) GPS antenna - Install repeater equipment		
-1.00	DISCOUNT	DISCOUNT GIVEN		

Subtotal	14,940.32
Sales Ta:	
Total Invoice Amou	14,940.32
TOTAL	14,940.32

Check No

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-42

AUTHORIZING ACCEPTANCE & EXPENDITURE OF STOP VIOLENCE AGAINST WOMEN FORMULA GRANT

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a $65,173 STOP Violence Against Women Formula Grant provided through the State of Maine to fund the Enhanced Police Intervention Collaboration (EPIC) Program Coordinator position for Through These Doors, as outlined in the attached exhibit.

Grant funds to be deposited into budget line 22002110-59000-02210

Funds to be expended from budget line 22002110-43400-02210

First Reading: April 6, 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 of STOP Violence Against Women Formula Grant

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 03/10/2020

SUMMARY:

The Westbrook Police Department has collaborated with Through These Doors, a Domestic Violence advocacy group, to apply for a STOP Violence Against Women Formula Grant. We were awarded the grant from the State of Maine for $65,173. This grant will be used to fund the Enhanced Police Intervention Collaboration (EPIC) Program Coordinator position for Through These Doors. This is a collaboration that we have done in the past and it has been very successful. Through These Doors partners with us to provide Domestic Violence advocacy services to Domestic Violence victims in our community. Their work has helped countless victims.

There will be no City funds expended for this grant, and all match funds are already accounted for by hours worked by personnel.

It should be noted that the actual grant paperwork is over 90 pages. Due to size restrictions we have only attached a few pertinent pages. The full grant award document can be made available to any Councilor upon request.

BUDGET LINES AFFECTED (IF APPLICABLE):

Expense - 22002110 59000 02210
Revenue - 22002110 43400 02210

OK
TA

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY
104 STATE HOUSE STATION
AUGUSTA, ME 04333

JANET MILLS
GOVERNOR

MICHAEL SAUSCHUCK
COMMISSIONER

March 5, 2020

Chief Janine Roberts
Westbrook Police Department
570 Maine Street
Westbrook, ME 04092

SUBJECT: Notice of Conditional Contract Awards under RFP # 201906105
STOP Violence Against Women Formula Grant

Dear Chief Roberts:

This letter is regarding the subject Request for Proposals (RFP), issued by the State of Maine Department of Public Safety for the STOP Violence Against Women Formula Grant Program. The Department has evaluated the proposals received using the evaluation criteria identified in the RFP, and the Department is hereby announcing its conditional contract awards to the following bidders:

- Through These Doors
- Maine Coalition Against Sexual Assault (both proposals)
- Caring Unlimited (both proposals)
- Sexual Assault Prevention and Response Services
- Sexual Assault Support Services of Midcoast Maine (SASSMM)
- Maine Transgender Network, Inc.
- Safe Voices
- Family Violence Project
- Next Step Domestic Violence Project
- Westbrook Police Department
- Lewiston Police Department
- Maine Office of the Attorney General
- Prosecutorial District IV

The bidders listed above received the evaluation team's highest rankings. The Department will be contacting the aforementioned bidders soon to negotiate a contract. As provided in the RFP, the 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 the Department and the apparent successful vendor. The vendor 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.

As stated in the RFP, following announcement of this award decision, all submissions in response to the RFP are considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA). 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).

This award decision is conditioned upon final approval by the State Procurement Review Committee and the successful negotiation of a contract. A Statement of Appeal Rights has been provided with this letter; see below.

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

Sincerely,

Todd Brighton
Contract/Grant Specialist
Maine Department of Public Safety
104 State House Station (U.S. Mail)
45 Commerce Drive, Suite One (Delivery Service)
Augusta, ME 04333-0104

Phone (207) 624-7217

Fax (207) 287-3042

todd.brighton@maine.gov

SERVICE CONTRACT

DATE: 03/05/2020

ADVANTAGE CONTRACT #: **20200219000000002314**

DEPARTMENT AGREEMENT #: **LE-02-19**

CONTRACT AMOUNT: $ **65,173.00**

START DATE: **10/1/2019** END DATE: **3/31/2021**

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: **Department of Public Safety**

Address: **45 Commerce Drive, Suite 1**

City: **Augusta** State: **Maine** Zip Code: **04333-0104**

PROVIDER

PROVIDER: **Westbrook Police Department**

Address: **570 Maine Street**

City: **Westbrook** State: **Maine** Zip Code: **04092**

Provider's Vendor Customer #: **VC1000096131**

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Public Safety

Michael Sauschuck, Commissioner
Date:

Westbrook Police Department

Janine Roberts, Chief of Police
Date:

DEPARTMENT AND PROVIDER POINT OF CONTACTS

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

Name: **Todd Brighton**
Email: **todd.brighton@maine.gov**
Address: **45 Commerce Drive, Suite 1**
City: **Augusta** State: **Maine** Zip Code: **04333 -0104**
Telephone: **(207) 624-7217**

PROGRAM ADMINISTRATOR: The following person is designated as the Program Administrator. This person will be able to respond to routine questions pertaining to the Contract; they will not be able to alter the scope of the Contract.

Name: **N/A**
Email:
Address:
City: State: Zip Code:
Telephone:

PROVIDER CONTACT: The following person is designated as the Contact Person on behalf of the Provider for the Contract. All contractual correspondence from the Department shall be submitted to:

Name: **Steven Goldberg**
Email: **sgoldberg@westbrook.me.us**
Address: **570 Maine Street**
City: **Westbrook** State: **Maine** Zip Code: **04092**
Telephone: **207 854-0644**

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-43

AUTHORIZING EXPENDITURES & AMENDMENTS TO THE WASTEWATER ANNUAL VENDOR LIST

That the Westbrook City Council hereby authorizes an expenditure in the amount of $454.06 to W.B. Mason of Brockton, MA for general supplies, an expenditure in the amount of $239.27 to Walsh Printing & Graphics of Westbrook, ME for informational door hangers, and an expenditure in the amount of $5,535 to Tri-State Tool and Hoist, Inc. of Salem, OH for a portable hoist, and further authorizes an amendment to Order 2019-179, *Approving the CY 2020 Wastewater Division Budget & Annual Vendor List, Portland Water District Payment, Wastewater Assessment & Sewer User Rates*, to include the following items:

Wastewater Annual Vendor List

Account Number	Account Name	Vendor
80003250-5600	General Supplies	W.B. Mason Walsh Printing & Graphics

Funds available in budget lines 80003250-56000 and 48003250-58900-B1704

First Reading: April 6, 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 Payments & Amendment to 2020 Wastewater and County Road PS Vendor Lists

REQUESTED BY: Katherine Kelley

DATE: 02/28/2020

SUMMARY:

This is a request to add W.B. Mason and Walsh Printing & Graphics to the CY 2020 Wastewater Annual Vendor List and to authorize payment of $454.06 to W.B. Mason for general supplies and $239.27 for informational door hangers.

This is also a request to add Tri-State Tool and Hoist, Inc. to the County Road Pump Station Vendor List & authorize payment of $5,535.00 for the portable hoist in the new pump station.

BUDGET LINES AFFECTED (IF APPLICABLE):

80003250-56000, 48003250 58900 B1704

PM

WHO BUT W.B.MASON

W.B.MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

DATE: 2/26/2020
ACCOUNT: 80003250 - 56000
AUTH. BY: K. Kelley
AMOUNT: $12.99

Invoice Number	207822788
Customer Number	C1096848
Invoice Date	02/13/2020
Due Date	03/14/2020
PO Number	sewer
Order Date	02/11/2020
Order Number	S100651517
Order Method	WEB
Cost Center	Public Works

2605 1 AB 0.419 E0091X I0122 D5850414369 S2 P7144921 0001:0003

CITY OF WESTBROOK
2 YORK ST
WESTBROOK ME 04092-5710

Delivery Address
City Of Westbrook Public Works
Attn.: sewer
371 Saco Street
Westbrook ME 04092

W.B. Mason Federal ID #: 04-2455641

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5637466991

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
LEO68512	CLIP,MAGNETIC,SPRING,24/BX (2DZ)	1	BX	12.99	12.99

SUBTOTAL:	12.99
TAX & BOTTLE DEPOSITS TOTAL:	0.00
ORDER TOTAL:	12.99
Total Due:	12.99

To ensure proper credit, please detach and return below portion with your payment

5 1 AB 0.419 E0130X I0210 D5846252799 S2 P7143493 0002:0002

PM

WHO BUT W.B.MASON

W.B.MASON CO., INC.
59 Centre St
Brockton, MA 02301

Address Service Requested
888-WB-MASON www.wbmason.com

DATE: 2/25/2020
ACCOUNT: 80003250 2
AUTH. BY: K. Kelley 560000
AMOUNT: $441.07

Invoice Number	207778973
Customer Number	C1096848
Invoice Date	02/12/2020
Due Date	03/13/2020
PO Number	sewer
Order Date	02/11/2020
Order Number	S100651517
Order Method	WEB
Cost Center	Public Works

3915 1 AB 0.419 E0130X I0209 D5846252799 S2 P7143493 0001:0002

CITY OF WESTBROOK
2 YORK ST
WESTBROOK ME 04092-5710

Delivery Address
City Of Westbrook Public Works
Attn.: sewer
371 Saco Street
Westbrook ME 04092

W.B. Mason Federal ID #: 04-2455641

Important Messages

Sign up for Paperless Invoicing at wbmason.com/paperless. Your Registration Code: 5637466991

Looking for an easier way to see and pay bills?

Visit WWW.WBMASON.COM/ACCOUNTSTATEMENT.aspx to access your account, go paperless, review invoices and account statements, and link your checking account or credit card to make fast secure payments.

ITEM NUMBER	DESCRIPTION	QTY	U/M	UNIT PRICE	EXT PRICE
AVE17012	BINDER,VIEW 1"WHT	5	EA	5.58	27.90
HEWCE310A	TONER,BLK. .#126A,F/CP1025-1.2K	1	EA	51.68	51.68
HEWCF341A	TONER,HP 126A CYM TRI-PK, 1PK/BX	1	BX	155.03	155.03
QUA50260	ENVELOPE,COIN,#3,20#	1	BX	58.51	58.51
SAN80653	KIT,EXPO STARTER CHIS,AST	1	ST	8.20	8.20
BRTTZE631	LABEL,1/2" BLK/YEL	1	EA	17.99	17.99
BRTTZEFX231	LABEL,1/2",FLX,BK ON WHT	1	EA	20.34	20.34
PIL31020	PEN,RLRBLL,GELINK,FPT,BK	2	DZ	14.26	28.52
BRTTZES241	LABEL,3/4" BK/WHT,EXT	1	EA	16.28	16.28

- Please See Next Page for Continuation -

To ensure proper credit, please detach and return below portion with your payment

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
02/13/2020	207822788	CUST C1096848 - MAGNETIC CLIPS	$12.99
02/12/2020	207778973	CUST C1096848 - GENERAL SUPPLIES	$441.07
01/30/2020	207349747	CUST C1096848 - DAWN DETERGENT & MAILING TAPE	$112.56
02/07/2020	207651099	CUST C1096848 - CLIPBOARDS	$17.26
		PO #: 2020263	
02/10/2020	CR7822295	CUST C1096848 - CLIPBOARDS	-$9.28
02/13/2020	207827661	CUST C1096848 - TABLES & CHAIRS	$2,983.76
		PO #: 2020823	
02/14/2020	207884214	CUST C1096848 - BULLETIN BOARD	$39.99
		PO #: 2020823	
02/14/2020	207864311	CUST C1096848 - LABELING TAGS	$12.38
		PO #: 2020823	

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
1006	W B Mason	39909	02/28/2020	$3,610.73

City of Westbrook
2 York St
Westbrook, ME 04092
(P) 207-854-9105 (F) 207-854-0635

Vendor Number	Check Number	Check Date
1006	**39909**	**02/28/2020**

$3,610.73

Pay *Three Thousand Six Hundred Ten Dollars and 73 Cents*

To the Order Of W B Mason
PO Box 981101
Boston, MA 02298-1101

FILE COPY
NON-NEGOTIABLE

WALSH PRINTING & GRAPHICS

5 PATRIOT ROAD • WESTBROOK, MAINE 04092
TEL: (207) 856-7666 • FAX (207) 856-7667
wpgprint@maine.rr.com

INVOICE

Date	Invoice #
3/4/2020	0045-21

Bill To:

City of Westbrook
Attn: Katherine Kelley
2 York St.
Westbrook, ME 04092

Ship To:

Katherine Kelley
Saco Street
Westbrook, ME

Contact/P.O.#	Terms	Rep	Ship	Via
Katherine K	Net 20	BJW	3/4/2020	WP&G & ...

VISA MasterCard

Quantity	Description	Price Each	Amount
500	Door Hangers Wipes Clog Pipes	0.47854	239.27

Thank you for your order!

TOTAL **$239.27**

business forms • commercial printing • envelopes • labels • plastic cards • stationery & much more...

Tri-State Tool & Hoist, Inc.

707 S. Ellsworth Ave.
Salem, OH 44460
Phone: (330) 332-3500
Fax: (330) 332-3510

QUOTATION NO.

PAGE 1 OF 1

Date: 3/6/2020

Company: Westbrook WWTP

Attn: Dan
Phone: 207-252-3824 Cell Ext:
Fax:
dvaughan@westbrook.me.us

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION.

Subject: Thern Davit Crane

Quantity	Description	Your Net Cost Each	Total Line Item Cost
1	Thern Commander 2000, 5PT20-E2- 2000lbs. Capacity crane with 4WP2-K electric winch. Powder Coat Finish	$ 3,705.00	$ 3,705.00
1	Thern 5BR20- Wheel Base, Frame Powder Coat Finish	$ 1,385.00	$ 1,385.00
1	Thern WS25-36NS 1/4" x 36ft Stainless Steel wire rope assy.	$ 245.00	$ 245.00
1	Freight to Jobsite	$ 200.00	$ 200.00
		TOTAL	**$ 5,535.00**

	Delivery 1 - 2 Weeks	F. O. B.: Weight	FOB	TERMS:	Net 30 Days to Approved Accounts
				Total Approximate Ship Weight (lbs)	0

Price is for material only, unless otherwise noted above.
Does not include taxes or any items not mentioned in quote.
Quote valid for 30 days.

Quoted By,

BY *Brent Tice*

Date:

Note: Sign and return one (1) copy of this quotation to initiate order process.

Quotation is accepted subject to Standard Terms and Conditions.
I accept your Terms and Conditions. Please enter my Order.

Company:
Address:

CC
Cell

Signature:

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: April 6, 2020

Order: 2020-44

ACCEPTING DONATION FROM THE WARREN MEMORIAL FOUNDATION & ESTABLISHING THE WESTBROOK-WARREN MEMORIAL FOUNDATION EMERGENCY ARTS GRANT FUND

That the Westbrook City Council hereby accepts a donation in the amount of $50,000 from the Warren Memorial Foundation for the establishment of the Westbrook-Warren Memorial Foundation Emergency Arts Grant Fund to support Westbrook-based professional artists who have experienced loss of income during the COVID-19 pandemic, and further authorizes the City administration to administer such grant funds in partnership with the Warren Memorial Foundation as outlined in the attached exhibit.

Donation to be deposited into budget line 21001330-46400-02133.
Grant funds to be deducted from budget line 21001330-58900-02133.

First Reading: April 6, 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: Westbrook-Warren Memorial Foundation Emergency Arts Fund

REQUESTED BY: Daniel Stevenson

DATE: 04/01/2020

SUMMARY:

The Warren Memorial Foundation will gift the City $50,000 to support Westbrook-based professional artists (this includes working actors, performing artists, visual artists, musicians, filmmakers, writers, dancers, etc.) who can show loss of income during the COVID-19 pandemic.

The Emergency Arts Grant Fund was created to help artists in Westbrook recover from income loss and personal emergencies by awarding grants for unanticipated financial hardship during the Covid-19 pandemic. Local artists who meet the requirement checklist for eligibility will be encouraged to apply via Google Form for a $1500 cash stipend to help cover necessary expenses due to canceled work and/or for lost sales due to the Covid-19 related financial downturn.

The City will administer the grants as part of a partnership with the Warren Memorial Foundation. The Westbrook-Warren Memorial Foundation Emergency Arts Funds application is attached.

BUDGET LINES AFFECTED (IF APPLICABLE):

21001330 - 46400 - 02133
21001330 - 58900 - 02133

New Account/Project
OK SM

WESTBROOK-WARREN MEMORIAL FOUNDATION EMERGENCY ARTS FUND

Westbrook-Warren Memorial Foundation Emergency Arts Fund

The Fund was created to help artists in Westbrook, Maine recover from income loss and personal emergencies by awarding grants for unanticipated financial hardship during the Covid-19 pandemic. Local artists who meet the requirement checklist for eligibility are encouraged to apply via Google Form for a $1500 cash stipend to help cover necessary expenses due to cancelled work and/or for lost sales due to the Covid-19 related financial downturn.

REQUIREMENT CHECKLIST:

Please review the following requirements to assess your eligibility:

> Shall demonstrate "working artist" status in 2020 through website and/or social media links, flyers, documents, reviews etc.
>
> Shall be a Westbrook, Maine, resident or an artist with a primary studio, performance space, or other arts-based business in Westbrook, Maine.
>
> Shall be at least 21 years old.
>
> Shall be able to provide documentation of loss of income. This includes but is not limited to: emails, screenshots, cancelled event posts on social media, and webpages. Please also provide a statement concerning current employment status, if any, including the name of the employer.
>
> Shall provide a personal statement with a compelling argument on how the applicant has been adversely affected by the current emergency. An honor system is at play here, as each applicant must be mindful that other applicants may be in more extreme need.

ELIGIBILITY:

Eligible applicants for the Emergency Fund include Westbrook-based professional artists (this includes working actors, performing artists, visual artists, musicians, filmmakers, writers, dancers, etc.) who can show loss of income during the COVID-19 pandemic.

REQUIREMENT SUBMISSIONS:

- Shall demonstrate "working artist" status in 2020 through website and/or social media links, flyers, documents, reviews etc. (Application supports uploaded documents)

- Shall be a Westbrook resident or an artist with a primary studio, performance space, or other arts-based business in Westbrook. Please provide your home address and the address of your primary studio, performance space or arts-based business.

- Shall be at least 21 years old.

- Shall demonstrate income loss. Evidence may include but is not limited to: emails, screenshots, cancelled event posts on social media, and webpages. Document proof of loss specifically due to the Covid-19 pandemic. Examples: gallery closures due to Covid-19, cancelled trade shows where sales or

other marketing were planned, cancelled outdoor shows, loss of web based sales and traffic, loss of sales from Etsy or other online selling platforms, cancelled tours, performances, teaching or workshop cancellations, etc.

- Shall provide a personal statement with a compelling argument on why the applicant has been adversely affected by Covid-19. An honor system is at play here, as each applicant must be mindful that other applicants may be in more extreme need.

GUIDELINES:

Complete the application and please allow up to 10-12 days for processing after submission. We will notify recipients by email. **A completed W-9 is required prior to the disbursement of grant funds to recipients**. Applications will be reviewed on a rolling basis and a second round of submissions may be opened if funding is available. Board members of the Warren Memorial Foundation, elected city officials of the city of Westbrook, Maine and employees of the City of Westbrook, Maine are not eligible to apply.

Any questions, contact:

Daniel Stevenson, Economic Development Director: dstevenson@westbrook.me.us or 207.956.3197.

Any uploaded files may be shared outside of the organization they belong to. All application materials are confidential. However, numbers of awards, and amounts may be reported publicly.

* Required

Legal name of applicant *

Artist Name/Business Name

Residential Street Address *

Unit, Apartment, Suite #

City *

State *

Zip Code *

Mailing Address and business address (if different from above)

Are you age 21 or older? *

Yes

No

Date of Birth

MM

/

DD

/

YYYY

2020

What is your artistic practice?

What genre (musician, dancer, actor, filmmaker, writer, visual artist etc.)? Do you have more than one job? If yes, explain the arts profession and your other job(s). Please be specific. *

Why are you applying to the Westbrook-Warren Memorial Foundation Emergency Arts Fund? *

To recover monetary losses caused by cancelled/postponed events, including but not limited to: performances in all performing arts genres, exhibitions, readings, and speaking engagements.

To counteract lost income as teaching artist from cancelled classes/closures

To recapture self-funded travel expenses related to exhibitions, artist residency, and tours.

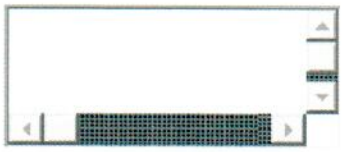
To support my creative endeavors after losing supplemental income, such as service industry work, and while unable to obtain unemployment.

All of the above

Other

Explain why you need funding from the Arts Emergency Fund in detail (500 words max). *

Please be specific as possible and provide a detailed explanation of lost income and artistic opportunity. For example, if your event was cancelled, please detail: Where and when was it supposed to take place? What was the event? How much income was lost? How long did you prepare for the event? How are you coping with these changes and how do they affect your life?



Please attach proof that confirms your loss of income. This includes but is not limited to: emails, screenshots, web pages, service industry closings, etc.