



**WESTBROOK CITY COUNCIL  
REGULAR CITY COUNCIL MEETING AGENDA  
MONDAY JUNE 1, 2020 AT 6:00 PM  
WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.**



**I. ROLL CALL**

**II. PLEDGE OF ALLEGIANCE**

**III. EXECUTIVE SESSION**

Request to enter into Executive Session, as provided under 1 M.R.S.A., Chapter 12, Public Records and Proceedings, Section 405, Executive Session, as outlined below:

Sec. 6(C) to discuss an economic development matter where premature disclosure would prejudice the bargaining position of the City, and

Sec. 6(E) to consult with legal counsel concerning legal rights and duties.

Said Executive Session to include the City Council, Mayor, City Solicitor, City Administrator, Assistant City Administrator, and City Clerk, and additionally for the first item the Economic Development Director and the private developer, and for the second item the Tax Collector and Finance Director.

**IV. APPROVAL OF MINUTES**

**V. MAYOR'S MESSAGE**

MS4 Stormwater Program Presentation

**VI. STUDENT REPRESENTATIVE UPDATE**

**VII. PUBLIC COMMENT**

**VIII. UNFINISHED BUSINESS**

**IX. ORDERS OF THE DAY (SECOND AND FINAL READING)**

Order 2020-52            Authorizing Acceptance & Expenditure of COVID-19 Assistance Grant Funds

Order 2020-53            Authorizing Amendment No. 3 to County Road Pump Station Upgrade Project  
Agreement & Authorizing Expenditure

Order 2020-54            Authorizing Contract for Valuation Services

**X. NEW BUSINESS**

Public Hearing

Proposal to pursue one of two options for the Cornelia Warren Outdoor Recreation Area:

Option 1 – Upgrade the existing outdoor pool

Option 2 – Remove the existing outdoor pool and replace it with a splash pad/park

Business Licenses

Liquor License Application (New Owner) – EAT Management, LLC d/b/a Corsetti's, 125 Bridgton Road

Orders (One Reading Required)

Order 2020-55 Amending the Code of Ordinances Chapter 31, Traffic & Master Fine Schedule Regarding Traffic Fines

Orders (Two Readings Required)

Order 2020-56 Authorizing Repeal & Replacement of Chapter 19, *Walker Memorial Library*  
Order 2020-57 Authorizing Expenditure for Walker Memorial Library Floor Replacement  
Order 2020-58 Authorizing Recreation and Conservation Commission Expenditure for Pride Preserve Project, Phase II  
Order 2020-59 Authorizing Award of Bid for Longfellow Street Sewer Replacement Project  
Order 2020-60 Authorizing Expenditure for Sewer Line Inspection Services  
Order 2020-61 Authorizing the Consolidation of the Maine Public Employees Retirement System (MePERS) Reserve Fund into the General Fund Balance and the Repeal of Orders 2015-77 and 2019-79  
Order 2020-62 Authorizing the Use of Undesignated General Fund Balance to Pay Off Lease Purchase Agreements and Authorize Capital Purchases  
Order 2020-63 Authorizing the Use of \$968,105 of Undesignated General Fund Balance for the FY 2021 Payment to the Maine Public Employees Retirement System (MePERS)  
Order 2020-64 Authorizing Amendment to Comprehensive Resource Management Agreement and Contract Member Municipality Waste Handling and Recycling Agreement with ecomaine  
Order 2020-65 Amending Chapter 41, *Property Tax Assistance*, Reducing the Age Eligibility for the Senior Property Tax Assistance Program from 70 to 68  
Order 2020-66 Authorizing the Use of the Unused Balance of School Capital Bond Funds to Pay Debt Service Expenses in the FY 2020, FY 2021 and FY 2022 Budgets  
Order 2020-67 Approving the FY 2020-2021 Annual Budget & Appropriations  
Order 2020-68 Approving the FY 2020-2021 School Budget Warrants  
Order 2020-69 Approving Write-Off of Uncollectable Real Property Taxes

**XI. PUBLIC COMMENT**

**XII. REFERRALS**

**XIII. COMMITTEE REPORTS**

Committee of the Whole

Hours for Construction & Noise Ordinance  
Residential Landlord Registration  
City Council Rules & Procedures

Facilities & Streets Committee

Austin Street Extension  
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

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

To: Honorable City Council  
From: Jerre R. Bryant, City Administrator  
Date: May 28, 2020  
Subject: Position Paper for City Council Meeting of June 1, 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**

2020-52 This approves the acceptance and expenditure of two separate grants, both of which are intended to provide financial assistance in the City's response to COVID-19. The first is a \$5,000 grant from Trans Canada Energy's Build Strong/Community Investment Program, and the second is a \$47,070 grant from the Bureau of Justice Assistance (BJA). This legislation also authorizes the purchase of a \$15,459.70 LUCAS mechanical CPR device from Stryker Medical. The entirety of the \$5,000 Trans Canada grant will be applied toward this purchase, with the remaining \$10,459.70 coming from the BJA grant. The remaining BJA grant funds will be used for personal protective equipment and other supplies necessary for responding to COVID-19. This item is recommended by the Administration, was given first reading on May 18, 2020 and is in order for final City Council action.

2020-53 This approves an amendment to an existing agreement with Wright-Pierce of Portland, ME for engineering services relating to the County Road Pump Station, authorizing a continuation of the existing agreement through the completion of the project at a total cost of \$75,621.55. The City entered into the original agreement with Wright-Pierce on March 9, 2018, and since then has issued two amendments to include construction inspection services, to develop as-built drawings and to create an operation manual for the pump station. The final completion of the project is now seven months overdue, and an extension to the existing agreement is required for completion. Wright-Pierce is uniquely qualified to provide these engineering services as they designed the upgrade to the pump station and are completely familiar with the conditions, operating needs and challenges of this facility and its position in the Westbrook Wastewater System. While it is a completely separate process from this amendment to the engineering services agreement, the City is currently deducting liquidated damages from its payments to the general contractor, Penta Corporation and anticipates that the full cost for the extended agreement will be covered by those penalty payments. In addition, this legislation

authorizes payment in the amount of \$2,907.50 to S.W. Cole Engineering, Inc. of Bangor, ME for inspection services relating to this project. This item is supported by the Administration, was given first reading on May 18, 2020 and is in order for final City Council action.

2020-54 This authorizes a contract with George E. Sansoucy, PE, LLC for valuation and consulting services at a total cost of \$22,000. This firm specializes in engineering and appraisal of electric generation and utility facilities and will be able to provide the City with technical expertise to determine value of such facilities in Westbrook. If there are additional questions, we may want to recess into executive session to discuss legal rights and duties This item is supported by the Administration, was given first reading on May 18, 2020 and is in order for final City Council action.

## **NEW BUSINESS**

### Public Hearing

This is a **public hearing** (scheduled for 7:00pm) on a proposal to pursue one of two options for the Cornelia Warren Outdoor Recreation Area. The first option is to upgrade the existing pool, and the second option is to remove the existing pool and replace it with a splash pad/park. These options were first presented by Community Services Director Greg Post at the Council meeting held on May 18, 2020. Director Post will be present to provide another brief overview of the proposal options, after which the public hearing should be opened. Following the public hearing, Director Post will look for guidance from City Council on how to proceed.

### Business Licenses

This is a **public hearing** (scheduled for 7:00pm) for a new liquor license application submitted by EAT Management, LLC, d/b/a Corsetti's, located at 125 Bridgton Road. Corsetti's recently changed ownership, and as liquor licenses are non-transferrable the new owners must follow the new liquor license application procedures, which requires a public hearing at a City Council meeting. This application has been reviewed by the Police Department, which finds no reason for denial. Following the public hearing, this license is in order for City Council action.

### One-Reading Orders

2020-55 This Order includes several amendments to the Westbrook Code of Ordinances, Chapter 31, Traffic, and Appendix C: Master Fine Schedule, regarding Traffic fines. Staff in the Police Department and City Clerk's Office identified several items which require clarification. Amendments include adjustments to maintain compliance with State law, the elimination of duplicate entries, clarification of conflicting fine amounts, renaming of fine titles and the elimination of a fine dictated by State law rather than municipal ordinance. In addition, this Order reaffirms the adoption of a fine which was included in an attachment to Order 2020-28 (parking at an Electric Vehicle Charging Station), but which was not listed in the body of the legislation. This fine has been included in this

legislation to ensure proper adoption. This item is supported by the Administration and is in order for final Council action.

### Two-Reading Orders

- 2020-56 This is the repeal and replacement of Chapter 19, *Libraries*, which sets forth the management and oversight of the Walker Memorial Library. The Board of Regents, working in conjunction with the two Library Trustees established under the terms of the Joseph Walker Will, have collectively ‘assumed’ a role of primary management of the library, which is a department of the city. In addition to rendering the Director and library staff confused, conflicted and increasingly dysfunctional, the presence and involvement of board members in the workplace has both operational and legal implications. It has also contributed and actually exacerbated divisions among staff members. These activities and behaviors are incompatible with the operation of a municipal department, as identified in the independent report completed in April by Alyssa Tibbetts (copy enclosed). This replacement ordinance establishes a new Advisory Committee, which is explicitly advisory in nature, and clarifies that the Director manages the library and library staff. Current members of the Board of Regents (which will no longer exist) and anyone from the general public are encouraged to apply for membership on the new Advisory Committee. The role and authority of the Trustees remains unchanged and is prescribed in the Will and cannot be altered by municipal legislation, though the Director and Trustees are included as ex officio non-voting members of the new Advisory Committee. These changes are appropriate and necessary to address multiple issues that have been festering at the library for more than a decade. This repeal and replacement ordinance has been reviewed by the City Solicitor, is supported by the Administration and is in order for first reading.
- 2020-57 This is an award of bid for replacement flooring in the new (1989) wing of the Walker Memorial Library. This project was funded in the 2019-2020 Capital Improvement Plan (CIP). With the temporary closure of the library in response to the COVID-19 Pandemic and the public health emergency restrictions enacted by Governor Mills, it was a perfect time to move forward with this project when it would not interfere with employees or patrons. The city obtained two bids for this work with the low bid submitted by Sherwin Williams of South Portland at a total cost of \$43,338.32. This work removes the existing flooring surface and installs 9,216 SF of carpet tile (which we have utilized with great success in other public facilities, including City Hall), 1,750 SF of LVU (vinyl) and rubber treads/vinyl risers in the stairway. Given the uncertainty of the duration of the library closure, the selected vendor was asked to schedule the work as soon as his schedule allowed. Therefore, the work has already been completed. This award of bid is supported by the Administration and is in order for first reading.
- 2020-58 This authorizes the expenditure of \$55,000 from the Open Space Fund with the Presumpscot Regional Land Trust in support of phase II of the Pride Preservation Project, as recommended by the Westbrook Recreation & Conservation Commission.

Phase I of this project included 34 acres, with direct access to Duck Pond Road, which were donated by Wayne Nelson. Phase II covers 154 acres that are being donated by Florence Hawkes and are adjacent to Phase I. This is yet another exciting example of the conservation and public access to open space that is being created by the partnership among Presumpscot Regional Land Trust, Westbrook Recreation & Conservation Commission and the City of Westbrook. The combined 188 acre tract, which also abuts conservation lands in the Town of Falmouth, resulted from the donations of private properties. The Open Space Fund was established and continues to be funded through monetary donations from development projects in lieu of on-site preservation of open space within the project boundaries. The Open Space Fund does not include any property tax dollars. This funding authorization is supported by the Administration and is in order for first reading.

2020-59 This is an award of bid for the construction of a replacement sanitary sewer line in Longfellow Street, extending from Lewis Street to Canal Street. This is a relatively short section of line but due to age and its clay tile construction is in very poor structural condition which is resulting in poor performance. A TV inspection of the line revealed numerous sags and standing water in many of the low points. The low bidder for this project is DDI Construction. This contractor has not worked for the city previously but provided strong recommendations and the scope of this job presents less risk than larger, more complex projects. This award of bid is supported by the Administration and is in order for first reading.

2020-60 This authorizes payment for a post-construction TV inspection of newly installed sewer lines. This is a valuable practice that provides internal visual inspection of completed project and also verifies the slope of the finished lines. The specification on this project was unclear as to the responsibility to pay for a post-construction TV inspection and the contractor has agreed to split the cost with the city. This is a reasonable outcome and we have revised the working of the bid specifications making it very clear that the inspection following completion of such projects is the responsibility of the contractor. This payment authorization is supported by the Administration and is in order for first reading.

2020-61 This authorizes the consolidation of the Maine Public Employee Retirement System reserve fund, with a current balance of \$8,500,292, into the Undesignated General Fund Balance and closes out the MePERS reserve fund. This is being done to provide more flexibility in the potential uses of these reserve funds (all of which would require specific City Council authorization) and further strengthens the city's financial reserves. This was a factor that was cited by the financial rating agency that recently retained the city's Aaa3 bond rating. There are a total of four actions on this agenda regarding this merger and uses of fund balance that are incorporated into the FY 2021 Budget. A financial tabulation of all these changes is attached to this position paper. This action is recommended by the Administration and is in order for first reading.

- 2020-62 This utilized the greatly enhanced Undesignated General Fund Balance to pay off the principle and interest on all outstanding lease /purchase agreements and funds previously approved capital purchases that were to be financed through lease purchasing, at a total cost of 960,132. The plan is to phase in funding in future operating budgets to pay cover the purchase of small and medium size vehicles and equipment, as well as street paving, that have been financed though lease/purchases or bonds. This reduction in the use of multi-year financing for smaller capital purchases is strongly recommended by the Administration and is in order for first reading.
- 2020-63 This authorizes the use of \$968,105 from Undesignated General Fund Balance for the city's annual pension expense for employees enrolled in the Maine Public Employee Retirement System. This authorization is supported by the Administration and is in order for first reading
- 2020-64 This authorizes ten-year contracts with Casella Waste Systems of Saco for the collection and transportation of residential waste and recycling to Ecomaine in Portland (FY21 cost of \$838,656) and with Ecomaine of Portland for disposal of residential waste and processing of residential recycling (\$521,400). This splits what was previously a single vendor service into two separate contracts, one for collection and one for disposal/recycling. This gives us greater control, the ability to hire vendors which each have strengths in complementary components of waste management services and a greater likelihood of sustainability of the service into the future. Authorization of these two agreements is supported by the administration and is in order for first reading.
- 2020-65 This amends the current Senior Property Tax Assistance Program by lowering the minimum age eligibility from 70 to 68. We will also increasing our promotion of this program to increase awareness of the program for potentially eligible tax payers. This amendment is supported by the Administration and is in order for first reading.
- 2020-66 This authorizes the reallocation of surplus bond funds that are available from the bonds used to finance the expansion/renovation projects at the Westbrook Middle School and the Saccharappa Elementary School, and applies those funds to the annual debt payments for the two school projects in fiscal years 2020, 2021 and 2022. Debt service payments are an eligible use of excess bond funds. This helps cover debt costs in the School Budget and helps reduce the need for additional property tax funding. The City Council has to authorize this reallocation as it is the City and not the School Department that has the authority to issue General Obligation Bonds. This authorization is supported by the Administration and is in order for first reading.
- 2020-67 This approves the combined Municipal and School budget and the Cumberland County Tax for Fiscal Year 2021. The numbers for this final budget seem somewhat routine and unremarkable. School spending is up less than 1% and Municipal expenditures are

actually down by 6/10 of a percent. School revenues are up 1.6% and Municipal revenues are down by that same percentage rate. The resulting impact of these expenditure and revenue changes yields growth in funds needed to be raised from property taxes of less than one half of one percent. Net growth in city-wide assessed valuation is also projected a just under a half a per cent over the current year. The FY 2021 budget calls for no change in the current property tax rate of \$17.86 per \$1,000 of assessed valuation. However, such a simple characterization of this year's budget for the City of Westbrook could not be further from reality. From the municipal standpoint, this year brought a myriad of challenges, led by the end of two long standing agreements. The 20-year Tax Increment Financing Agreement with Calpine Power concluded in 2020, resulting in more than a \$1.3 million revenue reduction for the city. The 10-year Residential Waste Management Agreement with Casella Waste Systems also concluded this past year, resulting in a proposed cost increase in excess of \$500,000 for the city's trash and recycling program. Combine those factors with the debilitating economic and financial impacts of the COVID-19 pandemic and the City faced significant hurdles in developing a financial plan for FY 2021. Expenditure reductions were accomplished through workforce reductions (9 positions eliminated), no municipal funding for health and social service agencies, reductions in capital projects and debt financing and the development of a two-vendor approach to residential waste management and recycling that reduces this year's costs and provides for a more sustainable waste management program into the future. Revenue losses have been mitigated in the FY 2021 budget through increased use of general fund balance by the city and capital bond balances by the schools. Some of these solutions are changes that will help us in future years. Others are one time fixes that will require continued financial discipline as we develop future budgets in what will hopefully be improving economic conditions. This budget is strongly recommended by the Administration and is in order for first reading.

2020-68 This is the approval of the School Department Budget Warrants for FY 2021. This is the school budget presented in the format required by the State Department of Education and reflects the financial contained in the FY 2021 Annual Budget & Appropriations for the City of Westbrook. Approval of the School Budget Warrants is supported by the Administration and is in order for first reading. Note: Provide the FY 2021 Budget is given final approval on June 15<sup>th</sup> the school portion of the budget will be on the July 14<sup>th</sup> ballot for voter validation.

2020-69 This authorizes the Tax Collector to write off uncollectable real property taxes in the amount of \$44,857.14 for account #4087. This item is in order for first reading.

**City of Westbrook  
Combine Fund Balance with MEPERS  
Budget FY21**

	<b>MEPERS</b>	<b>Unassigned FB</b>	<b>Total</b>
Beginning Balances	9,308,292	6,749,127	16,057,419
FY20 MEPERS usage	(808,000)		(808,000)
FY20 Use		(375,000)	(375,000)
Est 7/1/20 Beginning Balance(s)	<b>8,500,292</b>	<b>6,374,127</b>	<b>14,874,419</b>
Transfer MEPERS to FB	(8,500,292)	8,500,292	-
Combine Balance	-	<b>14,874,419</b>	<b>14,874,419</b>
FY21 Usage of FB			(1,200,000)
Pay off Lease Purchases and CIP			(960,132)
FY21 MEPERS Pension Usage			(968,105)
			<b>11,746,182</b>

City will maintain a Min FB of 14% and Max of 20%

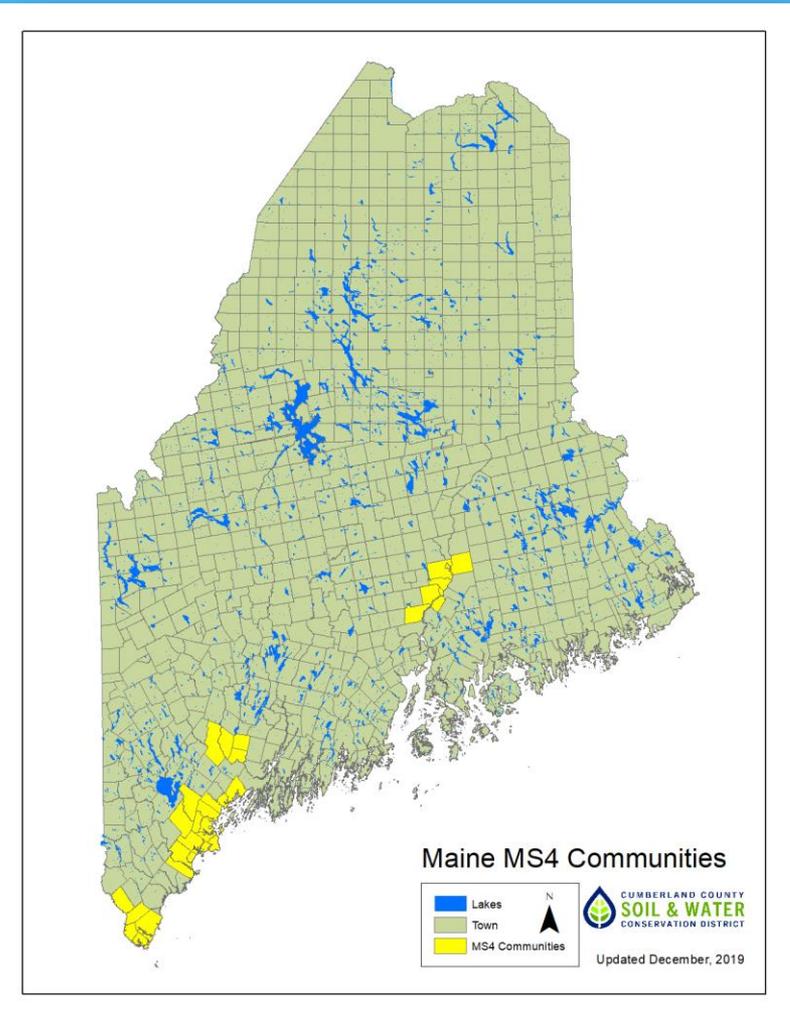
**30%**

City Council  
MS4 Stormwater Program  
Presentation

6/1/2020  
Based on The Annual  
“What Does Lynn Want Us to Do Now?!” Training

# MS4 Regulated Communities

Auburn	Milford
Bangor	OOB
Berwick	Old Town
Biddeford	Orono
Brewer	Portland
Cape Elizabeth	Sabattus
Cumberland	Saco
Eliot	Scarborough
Falmouth	South Berwick
Freeport	South Portland
Gorham	Veazie
Hampden	Westbrook
Kittery	Windham
Lewiston	Yarmouth
Lisbon	York



# Clean Water Act

Regulated communities must:

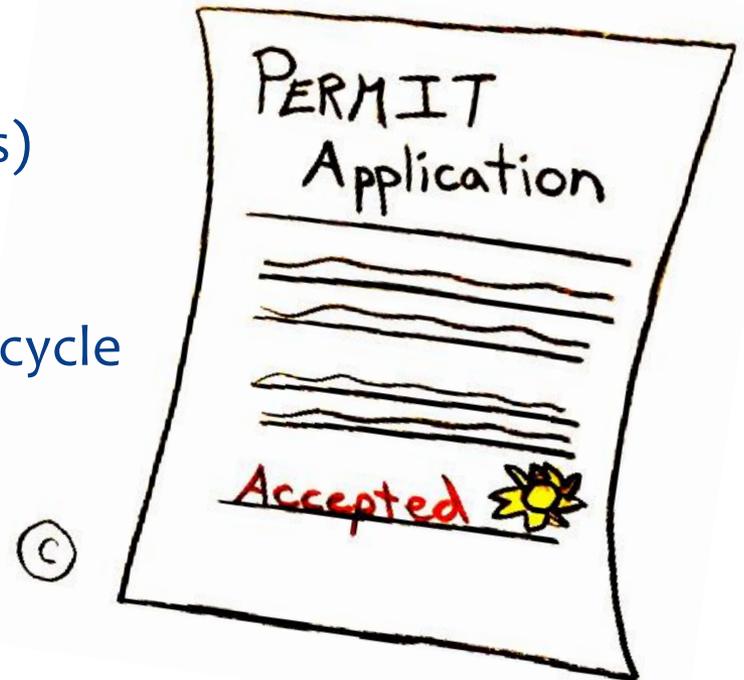
- Have a permit to direct runoff to water bodies within the community
- Meet requirements of permit to minimize pollution using Best Management Practices (BMPs)



Cuyahoga River on fire in 1953

# MS4 Permit

- Municipal Separate Storm Sewer System Permit
  - 5 Year permit cycle
  - Going into Permit Year 8 (oops)
  - First issued in 2003
  - More regulations each permit cycle
  - New permit expected 2021



# MS4 Permit



# MS4 Permit

## 6 categories of regulation (MCMs)

- 1) Public Education & Outreach
- 2) Public Involvement & Participation
- 3) Illicit Discharge Detection & Elimination (IDDE)
- 4) Construction Site Stormwater Runoff Control
- 5) Post-Construction Stormwater Management
- 6) Pollution Prevention & Good Housekeeping

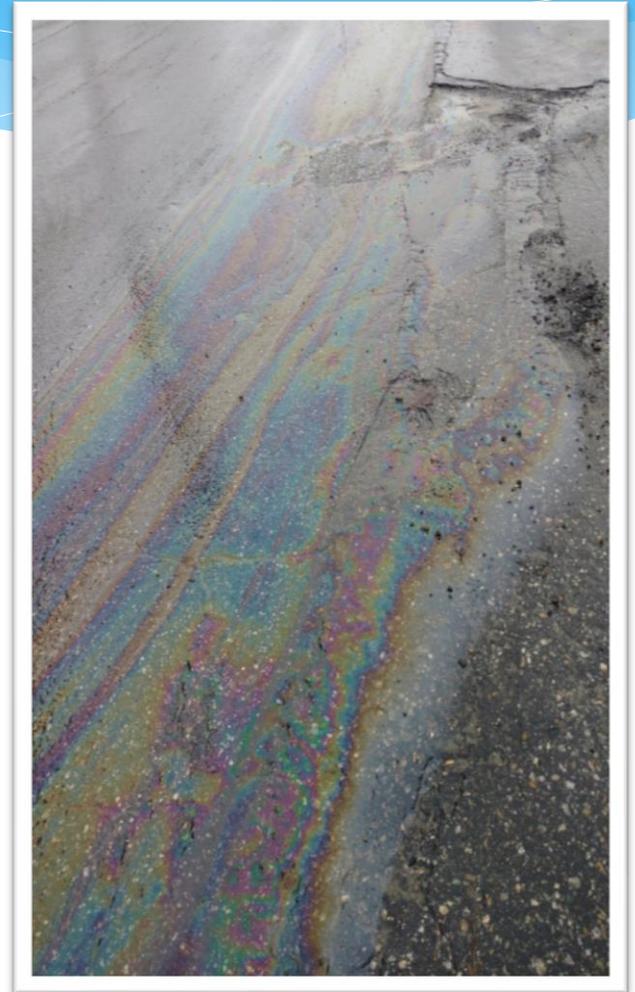
# MCMs 1 & 2

- Public Education/Outreach & Involvement/Participation
  - Many people think storm drains are connected to sewer
  - Handled in large part by our membership in ISWG
  - Educational activities we conduct include:
    - Participation in the Urban Runoff
    - Storm drain marking
    - This presentation!



# MCM 3 – Illicit Discharge Detection & Elimination (IDDE)

- Update & Maintain storm drain system maps
  - 2373 catch basins; 669 manholes; >300 outfalls; 90+ miles of pipe
- Continue to implement Illicit Discharge Ordinance
- Dry weather outfall inspections
  - Wet weather work in new permit
- Ditch inspections



# MCM 3 – Illicit Discharge Detection & Elimination (IDDE)

- Develop list of septic systems  $\geq$  20 years old and begin drive by inspections
- Gather information from Portland Water District about hydrants and hydrant flushing (chloride)



# MCM 4 – Construction Site Stormwater Runoff Control

- Notify developers and contractors of Chapter 500 requirements
- Track construction activities disturbing more than 1 acre
- Inspect construction sites disturbing more than 1 acre
- Only hire contractors that are certified in erosion and sediment control to do work in Mill Brook (priority watershed)



# What's the Deal with Sediment?

- Most common cause of water quality problems in rivers, lakes, streams and reservoirs in the US
- Causes cloudy water so animals can't see food and plants can't grow
- Decaying plants/animals use up available oxygen in water
- Destroys habitat of bottom dwelling bugs that fish eat



# What's the Deal with Sediment?

- ↑ the cost of treating drinking water and can cause odor/taste problems
- Clogs fish gills ↓ health
- Carries nutrients and pollutants which can harm swimmers, fish and bugs and cause algae blooms



# Only Rain Down the Drain!



# MCM 5 – Post Construction Maintenance

- Implementing Post Construction Discharge Ordinance and certify that they have inspected BMPs
- Track sites that trigger the Post Construction Ordinance
- Establish a protocol for encouraging developers of LID



# MCM 6 – Good Housekeeping

- Create and update inventory of municipal operations w/ the potential pollute water pollution
- Implement standard SOPs at inventoried facilities
- Identify staff training needs and implement training program



# MCM 6 – Good Housekeeping

- Continue to sweep paved streets and parking lots at least once as soon as possible after snowmelt
- Inspect and clean all catch basins and other structures that accumulate more than 3 inches of sediment. Clean 50% of catch basins per year.



# MCM 6 – Good Housekeeping

- Maintain and upgrade stormwater conveyance system based on catch basin, outfall and ditch inspections.
- Update SWPPP as needed and conduct quarterly housekeeping inspections

# What We Work With



# Sample Standard Operating Procedures

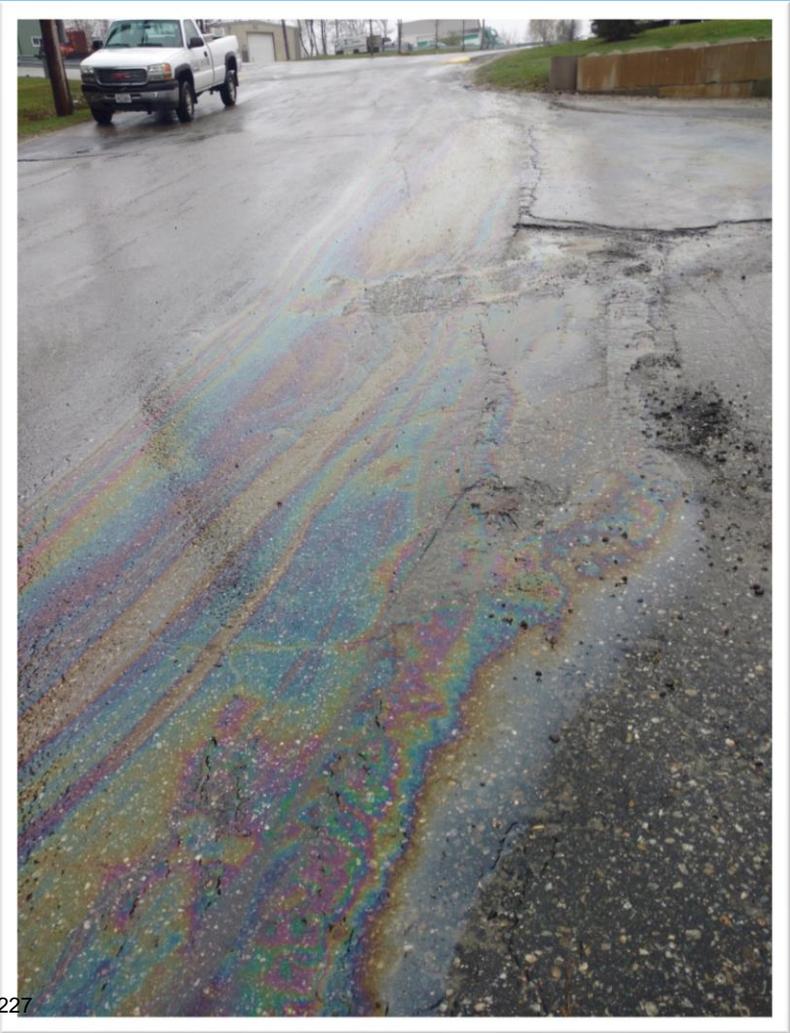
- Goal of SOPs
  - Avoid errors
  - Stop reinventing the wheel
  - Encourage consistency throughout department, City, state
  - Eliminate confusion during difficult conditions (storms, accidents)
  - Ease of record keeping

# Vehicle & Equipment Storage

- **Always:**
  - Inspect parking areas for staining/leaks and REPORT them
  - Cap or connect hydraulic hoses
  - Use drip pans
  - Address a known leak or drip ASAP
- **Whenever Possible:**
  - Store vehicles on paved areas
  - Maintain vehicles to prevent leaks from occurring
  - Perform a pre-trip inspection of vehicle
- **Never:**
  - Never store leaking vehicles over a storm drain.

# Vehicle & Equipment Storage

- If you notice a vehicle is leaking DO NOT just write it on your VCR form and file it
  - Please a drip pan under the leak
  - Let a supervisor or Lynn know so the leak can be contained



# Spills – Non Fuel & Diesel

- **Reporting:**

- Report any size spill.
- Report the spill to your supervisor or Lynn immediately.
- Report any spill to the MDEP within one hour
  - MDEP Petroleum Products: 1-800-482-0777
    - Number is attached to the top of Lynn's monitor. You can call.



# Spills – Non Fuel & Diesel

Reminder: Even small spills must reported

Reminder: Your safety is most important

# Rinsing/Washing

- **Always:**
  - Rinse and wash vehicles in the wash bay
- **Whenever Possible:**
  - Maintain vehicles and equipment to prevent leaks/drips, which would more easily enter wash water.
- **Never:**
  - Never perform washing outside or near a storm drain



# Garbage Storage

- **Always:**
  - Keep dumpster lids closed to keep rubbish and leachate (trash juice) in and wind and rain out.
  - Dumpster drains now have plugs so keeping lids closed is very important as water will collect inside.

**JUST BECAUSE  
YOU'RE TRASH  
DOESN'T MEAN  
YOU CAN'T DO  
GREAT THINGS.**

**IT IS CALLED  
GARBAGE CAN,  
NOT GARBAGE  
CANNOT.**



# And here's the thing...

- Things will get overlooked or goofed up as we change how we do things, That's OK!
  - Let Lynn know. We'll fix it, log it, learn from it and train ourselves better.

# Going Forward

- This is an on-going process. We'll adapt and update procedures as we learn.
- If you have an idea or a question **SPEAK UP**
  - You are on the front line and have a lot of experience to guide the process.
- We have been audited once and will be again



**Thank You!**



**CITY OF WESTBROOK, MAINE**  
**IN CITY COUNCIL**

**Date: May 18, 2020**

**Order: 2020-52**

**AUTHORIZING ACCEPTANCE & EXPENDITURE OF COVID-19 ASSISTANCE GRANT FUNDS**

That the Westbrook City Council hereby authorizes the acceptance and expenditure of two grants intended for the purchase of personal protective equipment and other essential items for the prevention, preparation for and response to the coronavirus pandemic, including a \$47,070 Coronavirus Emergency Supplemental Funding grant through the Bureau of Justice Assistance, and a \$5,000 grant through Trans Canada Energy's Build Strong/Community Investment Program; and further authorizes the purchase of a LUCAS mechanical CPR device from Stryker Medical of Chicago, IL at a total cost of \$15,459.70 as outlined in the attached exhibit.

Trans Canada Energy grant funds in the amount of \$5,000 to be deposited into revenue line 21002210-46400-02121.

Bureau of Justice Assistance grant funds in the amount of \$47,070 to be deposited into revenue line 22002210-43100-COVID

Funds in the amount of \$5,000 to be deducted from budget line 21002210-57301-02121

Remaining funds to be deducted from budget line 22002210-57390-COVID

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First Reading: May 18, 2020

Second and Final Reading: June 1, 2020

Attest:

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City Clerk

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Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## REQUEST FOR COUNCIL ACTION

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

**PROPOSED TITLE:** Acceptance & Expenditure of Bureau of Justice Assistance Grant Funds

**REQUESTED BY:** Chief Andrew Turcotte

**DATE:** 04/28/2020

### SUMMARY:

The Westbrook Fire & Rescue Department administration recently applied for the Coronavirus Emergency Supplemental Funding (CESF) through the Bureau of Justice Assistance (BJA), which is a bureau within the Department of Justice (DOJ). The Administration was notified recently that the City was awarded \$47,070 through this non-match grant. This particular grant must be utilized to prevent, prepare for, and respond to the coronavirus pandemic.

The Fire Department administration respectfully requests that the City Council accept and authorize the expenditure of said funding for the purchase of COVID-19 related items, to include PPE, decontamination equipment, and other essential items as deemed appropriate by the Public Safety Administration.

### BUDGET LINES AFFECTED (IF APPLICABLE):

Funds to be deposited to 22002210-43100-COVID  
Funds to be expended from 22002210-57390-COVID

OK  
TAA

**Andrew Turcotte**

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**To:** Wilson, Latanza (OJP)  
**Subject:** RE: Westbrook FY 20 CESF Application 2020-H1371-ME-VD

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**From:** Wilson, Latanza (OJP) <Latanza.Wilson@usdoj.gov>  
**Sent:** Thursday, April 23, 2020 11:16 AM  
**To:** Andrew Turcotte <aturcotte@westbrook.me.us>  
**Subject:** RE: Westbrook FY 20 CESF Application 2020-H1371-ME-VD

Good Afternoon,

Oh & your maximum eligibility amount is \$47,070.00 so your proposed budget should not go above that amount.

Thank you & have a wonderful day

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**Latanza G. Wilson**



State Policy Advisor  
☎ 202-514-8267

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**\*\*\*FY 2020 Coronavirus Emergency Supplemental Funding Program\*\*\***

**Applications due: May 29, 2020**

Check to see if your locality is eligible for an allocation;  
allocation lists are linked to in the solicitation.

**<https://bja.ojp.gov/CESF20>**

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BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
ME	ANDROSCOGGIN COUNTY	County	\$58,008
ME	AUBURN CITY	Municipal	\$38,979
ME	LEWISTON CITY	Municipal	\$85,314
ME	CUMBERLAND COUNTY	County	\$58,008
ME	PORTLAND CITY	Municipal	\$219,535
ME	SOUTH PORTLAND CITY	Municipal	\$45,597
ME	WESTBROOK CITY	Municipal	\$47,070
ME	KENNEBEC COUNTY	County	\$58,008
ME	AUGUSTA CITY	Municipal	\$77,591
ME	WATERVILLE CITY	Municipal	\$41,186
ME	PENOBSCOT COUNTY	County	\$58,008
ME	BANGOR CITY	Municipal	\$65,825
ME	YORK COUNTY	County	\$58,008
ME	BIDDEFORD CITY	Municipal	\$96,714
ME	SACO CITY	Municipal	\$36,405
ME	SANFORD TOWN	Municipal	\$56,996
ME	LINCOLN COUNTY	County	\$34,565
	<b>Local total</b>		<b>\$1,135,817</b>

AWARD - \$47,070

TURLOTTÉ - APRIL 23, 2020

U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance



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## Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

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The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

### Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

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# Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

## A. Program Description

### Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

**Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

### Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: [https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=22615](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615). Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

## B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award<sup>1</sup>

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

### Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

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<sup>1</sup> For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

<sup>2</sup> The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

### Cost Sharing or Match Requirement

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

## C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

## D. Application and Submission Information

### What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”). The solicitation further expressly modifies the “Application Attachments” section of the OJP Grant Application Resource Guide by **not** incorporating the “Applicant Disclosure of Pending Applications,” “Applicant Disclosure and Justification – DOJ High Risk Grantees,” and “Research and Evaluation Independence and Integrity” provisions.)

### 1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

**Intergovernmental Review:** This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

[https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc\\_1\\_16\\_2020.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf)

If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”)

## 2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

## 3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

**This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide.** Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Please see the OJP Grant Application Resource Guide for information on the following:

### 4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

### 5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

### 6. Disclosure of Lobbying Activities

## How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

## E. Application Review Information

### Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### [Federal Award Notices](#)

#### [Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### [Information Technology \(IT\) Security Clauses](#)

#### **General Information about [Post-Federal Award Reporting Requirements](#)**

Any recipient of an award under this solicitation will be required to submit the following reports and data:

**Required reports.** Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## **H. Other Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

## Appendix A: Application Checklist

### Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

##### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

**Scope Requirement:**

- The eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

**Eligibility Requirement:**

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## REQUEST FOR COUNCIL ACTION

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

**PROPOSED TITLE:** Acceptance & Expenditure of \$5,000 Donation from TC Energy

**REQUESTED BY:** Chief Andrew Turcotte

**DATE:** 04/27/2020

### SUMMARY:

The Westbrook Fire Department administration respectfully requests that that the City Council accept and authorize the expenditure of \$5,000.00 which was recently awarded through Trans Canada (TC) Energy's Build Strong/Community Investment Program.

The administration submitted for the TC Energy Community Investment Program back in early April, specifically requesting funding to assist with the purchase of a LUCAS mechanical CPR device due to the SARS-COV-2 (COVID-19) pandemic.

The cost for the LUCAS mechanical CPR device is \$15,459.70 which includes an additional battery as well as warranty and no cost preventative maintenance until 05/01/2024.

The balance, \$10,459.70 will be covered under the BJA/DOJ grant which we were also recently awarded.

### BUDGET LINES AFFECTED (IF APPLICABLE):

Funds to be deposited to 21002210-46400-02121  
Funds to be expended from 21002210-57301-02121

## Andrew Turcotte

---

**From:** do-not-reply@sponsor.com  
**Sent:** Wednesday, April 22, 2020 4:03 PM  
**To:** Andrew Turcotte  
**Subject:** Donation - W9 Required  
**Attachments:** W9 Form.pdf

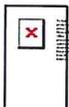
Dear Andrew Turcotte,

We are writing to follow up on our last email that notified you that your organization has been approved for funding through the TC Energy community investment program. In order to process the payment, we require a W9 form to be filled out and returned to us. If you could please fill out the attached W9 form and send it to [community\\_investment@tcenergy.com](mailto:community_investment@tcenergy.com) as soon as possible that would be greatly appreciated! Please note that we are not able to issue payment until we have received a W9 form for each organization.

TC Energy is committed to supporting community organizations that build strong and vibrant communities. Thank you again for the opportunity to be part of this important initiative!

Sincerely,

TC Energy Community Investment



## Andrew Turcotte

---

**To:** Andrew Turcotte  
**Subject:** RE: Donation - W9 Required

---

**From:** Tim Wright <[tim\\_wright@tcenergy.com](mailto:tim_wright@tcenergy.com)>  
**Sent:** Friday, April 24, 2020 12:27 PM  
**To:** Andrew Turcotte <[aturcotte@westbrook.me.us](mailto:aturcotte@westbrook.me.us)>  
**Subject:** RE: Donation - W9 Required

Hi Chief I just confirmed with our groups the award for the CPR device was \$5k. They mentioned a check should be out in the mail hopefully next Thursday (4/30) if not the following Thursday (5/7).

Thanks!

Tim Wright

Public Affairs & Communications

[tim\\_wright@transcanada.com](mailto:tim_wright@transcanada.com)

mobile: 713-899-9485 desk: 832-320-5188



700 Louisiana St.  
Houston, Texas 77002

[TCEnergy.com](http://TCEnergy.com)

---

**From:** Andrew Turcotte <[aturcotte@westbrook.me.us](mailto:aturcotte@westbrook.me.us)>  
**Sent:** Friday, April 24, 2020 11:19 AM  
**To:** Tim Wright <[tim\\_wright@tcenergy.com](mailto:tim_wright@tcenergy.com)>  
**Subject:** [EXTERNAL] RE: Donation - W9 Required

Hi Tim,

I am just circling back to see if you had been able to confirm if the award was 5k or 15k which is what we had applied for specific to the CPR compression device.

Thank you bud

AT

**From:** "do-not-reply@sponsor.com" <[do-not-reply@sponsor.com](mailto:do-not-reply@sponsor.com)>  
**Date:** April 22, 2020 at 4:04:05 PM EDT  
**To:** Andrew Turcotte <[aturcotte@westbrook.me.us](mailto:aturcotte@westbrook.me.us)>  
**Subject:** Donation - W9 Required  
**Reply-To:** [community\\_investment@tcenergy.com](mailto:community_investment@tcenergy.com)

Dear Andrew Turcotte,

We are writing to follow up on our last email that notified you that your organization has been approved for funding through the TC Energy community investment program. In order to process the payment, we require a W9 form to be filled out and returned to us. If you could please fill out the attached W9 form and send it to [community\\_investment@tcenergy.com](mailto:community_investment@tcenergy.com) as soon as possible that would be greatly appreciated! Please note that we are not able to issue payment until we have received a W9 form for each organization.

TC Energy is committed to supporting community organizations that build strong and vibrant communities. Thank you again for the opportunity to be part of this important initiative!

Sincerely,

TC Energy Community Investment



**LUCAS**

Quote Number: 10187094

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Prepared For: CITY OF WESTBROOK

Chicago, IL 60673-3308

Attn:

Rep: Matthew Lampen

Email: matthew.lampen@stryker.com

Phone Number:

Quote Date: 05/01/2020

Expiration Date: 05/29/2020

**Delivery Address**

**End User - Shipping - Billing**

**Bill To Account**

Name: CITY OF WESTBROOK

Name: CITY OF WESTBROOK

Name: CITY OF WESTBROOK

Account #: 1245062

Account #: 1245062

Account #: 1245062

Address: 570 MAIN ST

Address: 570 MAIN ST

Address: 570 MAIN ST

WESTBROOK

WESTBROOK

WESTBROOK

Maine 04092

Maine 04092

Maine 04092

**Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$11,494.90	\$11,494.90
2.0	11576-000060	LUCAS Desk-Top Battery Charger	1	\$988.00	\$988.00
3.0	11576-000071	LUCAS External Power Supply	1	\$312.80	\$312.80
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	1	\$604.00	\$604.00
5.0	11576-000046	LUCAS Disposable Suction Cup (3 pack)	1	\$118.40	\$118.40
6.0	11576-000089	LUCAS Grip Tape for Slim Back Plate	1	\$24.00	\$24.00
Equipment Total:					\$13,542.10

**ProCare Products:**

#	Product	Description	Qty	Start Date	End Date	Sell Price	Total
7.1	78000014	Ship in Prevent (no batteries) for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	05/01/2020	04/30/2024	\$1,917.60	\$1,917.60
ProCare Total:							\$1,917.60

**Price Totals:**

Grand Total: \$15,459.70



**LUCAS**

Quote Number: 10187094

Version: 1

Prepared For: CITY OF WESTBROOK

Attn:

Remit to:

**Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Matthew Lampen

Email:

matthew.lampen@stryker.com

Phone Number:

Quote Date: 05/01/2020

Expiration Date: 05/29/2020

**Comments:**

Please note, this is a special discount rate on demo unit. This pricing expires 5/29/20.

AUTHORIZED CUSTOMER SIGNATURE

**Deal Consummation:** This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

**Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

**Terms:** Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

**Cancellation and Return Policy:** In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

[Print](#)

## Introduction

### Introduction

At TC Energy, building strong communities where we live, work and operate is important to all of us.

Whether it's partnering with community groups, supporting local initiatives or encouraging our employees to get involved in local improvements, the goal is to build strong and vibrant communities across North America. Our Build Strong program provides valuable tools and resources to first responders, helps fund educational programs, supports important community needs, and strengthens environmental stewardship and sustainability through local and regional investments.

### Before Applying

For TC Energy, community investment is a voluntary contribution on behalf of the company in support of a non-profit, registered charity, association or foundation that generates clear and demonstrable value to the communities where we live, work and operate.

We concentrate our community investment efforts in four focus areas: safety, education, environment and community. Please take the time to visit [our website](#) and learn more about our focus areas and funding criteria to better enable you to submit a successful request.

### Application

The online application will take approximately twenty (20) minutes to complete, depending on the scope of your initiative. By clicking 'Next' you can save each page and return to edit those pages before your submission. However, once your application is submitted, you will not be able to go back and make changes. Do not close your browser window before submitting or you will lose your work.

All fields marked with an asterisk (\*) must be completed.

Please note that in order to process any approved investments, we require a W-9 form, dated and signed within the last year, from each organization. Please download the blank W-9 form [HERE](#) and attach it at the end of the application, along with any other supporting documentation you have for your application. Both the W-9 and any relevant supporting documentation will help us to better assess your application.

We strongly recommend that you attach supporting documents, such as written proposals, at the end of your application as this will help us to better assess your application.

Before submitting your request, you may print a copy of your application for your records by clicking 'Printable Forms' at the top right of this screen. You cannot access your application for printing once it has been submitted to TC Energy.

### Timing

Upon submission of your application, you will receive an email from TC Energy indicating that the application has been received. Please check your junk folder if you do not receive this once you have completed the application.

To ensure proper consideration, we require six (6) to ten (10) weeks to review an application and respond to the applicant.

### Confidentiality

All information collected will be used to assess your application and will be kept strictly confidential.

### Help

For technical assistance, please contact our application service provider at [service@sponsor.com](mailto:service@sponsor.com).

For additional inquiries, please contact [community\\_investment@tcenergy.com](mailto:community_investment@tcenergy.com).

# About your Initiative

\*Do you have an Employer Identification Number (EIN)?

- Yes  
 No

\*Employer Identification Number

01-6000038

\*Organization Name

City of Westbrook Fire & Rescue Department

Enter official organization or community name for check processing. This must match the name on the bank account where the check will be deposited.

\*Organization street address

570 Main Street

Enter in your organization or community mailing address.

\*City

Westbrook

\*State

Maine

\*ZIP

04092

\*Organization phone number

207-854-0644

Organization website

www.westbrookmaine.com

\*Type of Organization

- Registered 501(c)(3) with the US Internal Revenue Service  
 Other tax exempt non-profit corporations  
 Association  
 Foundation  
 Municipality/Government entity  
 For-profit organization

\*Name of Initiative

CITY OF WESTBROOK

TC Energy offers the following types of community investment:

- **Charitable donation or grant:** A tax-deductible gift made to a non-profit organization, registered charity, association or foundation, which does not require the recipient to receive goods or services in return.
- **Sponsorship:** A contribution to a non-profit organization which results in the donor receiving some form of commercial benefit. These are typically one-time events, such as galas, conferences, etc.
- **In-kind donation:** Donations of equipment or resources to support an organization or program. These may include furniture, vehicles, computers, employee time, etc.

\*Please indicate whether your organization is applying for a charitable donation or grant, in-kind donation or sponsorship from TC Energy:

- Donation or grant  
 Sponsorship  
 In-kind donation

\*Please indicate the amount (\$) requested:

USD15,000.00

\*Please indicate what kind of financial commitment you are requesting from TC Energy.

Multi-year requests are for larger initiatives that will span over a number of years and require funding for each year of the program. One-time contributions are for general, one payment donations or sponsorships.

- One-time commitment

- Multi-year commitment
- Other

**\*Pending approval of this application, please select the date by which your organization requires the funds in hand.**

Please note, processing of the application could take 6-10 weeks.

6/15/2020

**At TC Energy, we concentrate our community investment efforts in four focus areas: safety, community, environment and education & training.**

- **Safety:** Initiative is safety focused, promoting things like emergency preparedness and response, accident prevention, or safety education and training.
- **Community:** is focused on supporting community/cultural events, local support services, civic enhancements or youth recreation and/or leadership programs.
- **Environment:** Initiatives that help to conserve important habitat, protect species at risk or educate individuals about the importance of the environment.
- **Education & Training:** Initiatives that support early childhood or adult skills development in an effort to build community capacity, develop the next generation of leaders and/or provide a skill workforce for the energy industry.

**\*Based on the definitions above, which of TC Energy's focus areas does your initiative best support?**

- Safety
- Community
- Environment
- Education & Training

**\*Please select the category that best describes your initiative:**

- Emergency response and preparedness initiatives
- Supporting first responders
- Natural disaster preparation/response
- Safety education and awareness
- Other

**\*What is the geographic scope of your initiative?**

- Local
- State
- National
- International

**\*What US region(s) does your initiative impact?**

- US Mid-west
- US Northeast
- US South
- US West

**\*Which state(s) does your initiative impact?**

- PA
- NY
- NJ
- CT
- RI
- MA
- NH
- VT

ME

\*Will any of the following designated groups directly benefit from your initiative? You may select more than one group.

Women

Native Americans

Persons with disabilities

Visible minorities

Veterans

N/A

## Summary of Initiative

\*Please describe your initiative in the comment box below. If you require more than 250 words, please submit a separate attachment at the end of this survey.

Please see attachment

\*Please describe who in the community will benefit from this initiative in the comment box below. e.g. local youth, first responders, etc.

All of our fire and EMS first responders will benefit from this initiative as would those patients that are in sudden cardiac arrest. Our first responders benefit considerably right now because secondary to COVID-19, our first responders cannot safely provide manual compressions during a cardiac arrest event. All patients are considered COVID positive until proven otherwise, but we know that COVID positive patients generate a significant cloud of droplet infection which is highly contagious to those first responders who are attempting to revive using manual chest compressions.

In addition, mechanical CPR has been shown to be much more effective in increasing both return of spontaneous circulation (ROSC) and survival to discharge with better neurological outcomes. Furthermore, there is significant provider fatigue and ineffective/inefficient compression rate and depth during manual compression versus mechanical CPR and with mechanical CPR, it ensures that our EMTs and Paramedics can focus on more pertinent skills, such as advanced airway, IV, pharmacological intervention and defibrillation, thus enhancing patient survival, all while ensuring that our providers can be belted during transport to the hospital.

See attachment FMI on rationale and data

Approximately how many people will directly benefit from your initiative?

20,000

\*Please describe what results/community impacts you hope to achieve with your initiative in the comment box below.

Currently our return of spontaneous circulation (ROSC) or those patients that survive to the ER is less than 10% with very few of these patients actually being able to walk out of the hospital, neurologically intact. With mechanical CPR, the rates for ROSC are much higher, rates above 30% and most of these patients walk out neurologically intact. This is a huge difference and if that means that there are 5 more fathers, mothers, granddads and grandmas, brothers and sisters, being able to go home to their loved ones, every year, than this project is a success. Furthermore, there is a huge cost benefit analysis, because currently a large percentage of those patients that do survive to the hospital often have severe neurological deficits, many of whom have to spend the rest of their lives because they cannot take care of their normal activities of daily lives. Not only does this add a burden on their families, but it adds billions of healthcare dollars back to the taxpayer, year over year.

\*Please describe how you will measure the impacts of the initiative, and whether TC Energy will have access to these metrics.

We will measure this initiative through data collected via our EMS ePCR system. Currently we can collect all cardiac

arrest data and in consult with the hospital, are able to determine whether or not they survived to discharge and what their neurological outcome was and also if they were discharged home, to rehab or to a nursing home. In addition, I plan on taking this one step further and plan to follow patients for the next 5 years to determine whether or not they survive the next 5 years and how well they thrive.

**\*Please indicate the duration/timing of your initiative in the comment box below.**

My hope is that we are notified of this award ASAP, given the devastation of COVID-19 and the fact that this virus substantially impacts patients that are over the age of 65, which happens to be the age group in which we see the majority of our cardiac arrest patients. I have spoken with both vendors, who provide mechanical CPR and we would be able to have a device here within one week and they would not require payment for 90 days. So in essence, there would be no issues if the funding could not arrive until 60-90 after we were notified of the award.

## Additional Information

**\*Please select all recognition opportunities that may be available to TC Energy as a result of our supporting your initiative:**

- News release
- TV or radio coverage
- Print ad(s)
- Social media
- On-site visibility (e.g. logo placement)
- Logo placement on promotional materials (e.g. signage)
- Speaking or presenting opportunities for TransCanada
- Tickets or hosting opportunity for TransCanada
- Other

**\*Does your initiative offer an opportunity for TC Energy employees to volunteer with your organization?**

- Yes
- No

**\*Do you anticipate funding from TC Energy will enable your organization to access matching funds or resources from governments, non-governmental organizations or other corporations? If yes, TC Energy may distribute a survey at a later date in order to improve future partnerships.**

- Yes
- No

**Does your organization have a board of directors? If yes, please specify their name(s) and organization(s) below:**

**\*Do you currently have other funding partners for this initiative?**

- Yes
- No

**\*Have you already been in contact with a representative from TC Energy regarding your request? If yes, please provide the name(s) of the TC Energy personnel in the box below and briefly describe your correspondence.**

Tim Wright - we have been corresponding for months regarding different projects that we could collaborate on. This happens to be one of the most useful projects that would benefit both the public and the Fire, EMS and PD

personnel.

## Contact Information

*Salutation	<input type="text" value="Mr."/>
*First Name	<input type="text" value="Andrew"/>
*Last Name	<input type="text" value="Turcotte"/>
*Job Title	<input type="text" value="Fire/EMS Chief"/>
*Email	<input type="text" value="aturcotte@westbrook.me.us"/>
*Confirm Email	<input type="text" value="aturcotte@westbrook.me.us"/>
*Phone	<input type="text" value="207-854-0644"/>

### Attachments

Please use the form below to attach any documents supporting your application, such as brochures or sponsorship packages. You can upload up to five files, totaling 10 MB. These files can be images (JPEG, GIF, PNG), Microsoft Word/Excel/PowerPoint, PDF, or plain-text files. Please note you can only upload ONE file at a time.

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**CITY OF WESTBROOK, MAINE**  
**IN CITY COUNCIL**

**Date: May 18, 2020**

**Order: 2020-53**

**AUTHORIZING AMENDMENT NO. 3 TO COUNTY ROAD PUMP STATION UPGRADE PROJECT**  
**AGREEMENT & AUTHORIZING EXPENDITURE**

That the Westbrook City Council hereby authorizes Amendment No. 3 for an agreement with Wright-Pierce of Portland, Maine for the continuation of services for the County Road Pump Station Upgrade Project at an additional cost of \$75,621.55; and further authorizes an expenditure in the amount of \$2,908.50 to S.W. Cole Engineering, Inc. of Bangor, ME for inspection services related to said project.

Funds available in budget line 48003250-58900-B1704

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First Reading: May 18, 2020

Second and Final Reading: June 1, 2020

Attest:

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City Clerk

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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 to Authorize Payment and Amend Agreement for County Road PS

**REQUESTED BY:** Katherine Kelley

**DATE:** 05/08/2020

### SUMMARY:

This is a request to authorize a payment of \$2,908.50 to SW Cole for inspection services and amend the construction administration contract with Wright-Pierce to add an additional \$75,621.55 to the contract. The Wright-Pierce contract needs to be amended due to the County Road Pump Station's final completion being 7 months over due. The City anticipates this cost will be covered by liquidated damages being administered per the agreement with Penta Corporation.

**BUDGET LINES AFFECTED (IF APPLICABLE):**

48003250-58900-B1704



# INVOICE

**Remit Payment to:**  
 S. W. Cole Engineering, Inc.  
 37 Liberty Drive  
 Bangor, ME 04401-5784  
 207-848-5714  
**EIN: 01-0363633**

KELLEY, KATHERINE  
 CITY OF WESTBROOK, MAINE  
 2 YORK STREET  
 WESTBROOK, ME 04092

**Invoice: 95824**  
 Invoice Date: 3/27/2020  
 P.O. Number:

Project: 18-0266.2 Westbrook ME - County Road Pump Station - Construction Materials Testing Services

Project Manager: Gimpel, Karl B.

For Professional Services Provided Through 03/21/2020

## Professional Services

Date	Staff Name	Labor Description	Comments	Hours	Rate	Amount
03/06/20	Pennanen, Tyler	Field Density Testing		8.00	65.00	\$520.00
03/09/20	Pennanen, Tyler	Field Density Testing		6.75	66.00	\$445.50
03/10/20	Pennanen, Tyler	Field Density Testing		7.25	66.00	\$478.50
03/10/20	Pennanen, Tyler	Report Preparation and Review		.50	66.00	\$33.00
03/12/20	Pennanen, Tyler	Field Density Testing		9.25	66.00	\$610.50
03/13/20	Pennanen, Tyler	Field Density Testing		2.75	66.00	\$181.50
03/13/20	Pennanen, Tyler	Report Preparation and Review		1.50	66.00	\$99.00
<b>Total Professional Services</b>				<b>36.00</b>		<b>\$2,368.00</b>

## Other Direct Charges

		Expense	Qty	Rate	Amount
3/6/2020	Pennanen, Tyler	Mileage	30.00	.600	\$18.00
	<i>Comment:</i>				
3/6/2020	Pennanen, Tyler	Tolls	2.00	1.050	\$2.10
	<i>Comment:</i>				
3/9/2020	Pennanen, Tyler	Mileage	30.00	.600	\$18.00
	<i>Comment:</i>				
3/9/2020	Pennanen, Tyler	Tolls	2.00	1.050	\$2.10

	<i>Comment:</i>				
3/10/2020	Pennanen, Tyler	Mileage	30.00	.600	\$18.00
	<i>Comment:</i>				
3/10/2020	Pennanen, Tyler	Tolls	2.00	1.050	\$2.10
	<i>Comment:</i>				
3/12/2020	Pennanen, Tyler	Mileage	30.00	.600	\$18.00
	<i>Comment:</i>				
3/12/2020	Pennanen, Tyler	Tolls	2.00	1.050	\$2.10
	<i>Comment:</i>				
3/13/2020	Pennanen, Tyler	Mileage	30.00	.600	\$18.00
	<i>Comment:</i>				
3/13/2020	Pennanen, Tyler	Tolls	2.00	1.050	\$2.10
	<i>Comment:</i>				
3/21/2020	S. W. Cole Engineering, Inc. Laboratory	Field Density Test - ASTM D6938	44.00	10.000	\$440.00
	<i>Comment:</i>				
<b>Total Other Direct Charges</b>					\$540.50
PROJECT SUBTOTAL					\$2,908.50
<b>INVOICE AMOUNT</b>					<b>\$2,908.50</b>

**AMENDMENT NO. 3**  
**TO**  
**AGREEMENT BETWEEN**  
**CITY OF WESTBROOK**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**COUNTY ROAD PUMP STATION UPGRADE**

**AMENDMENT NO. 3**  
**TO**  
**AGREEMENT BETWEEN**  
**CITY OF WESTBROOK**  
**AND**  
**WRIGHT-PIERCE**  
**FOR**  
**COUNTY ROAD PUMP STATION UPGRADE**

This AMENDMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between CITY OF WESTBROOK, (hereinafter called CLIENT), and WRIGHT-PIERCE (hereinafter called ENGINEER).

WHEREAS, an Agreement was entered on March 9, 2018 between the CLIENT and ENGINEER, which Agreement is entitled Agreement Between City of Westbrook and Wright-Pierce for County Road Pump Station Upgrade (hereinafter referred to as AGREEMENT).

WHEREAS, Additional construction phase engineering services are required due to the extension of the project construction schedule.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to amend the AGREEMENT as follows:

1. The AGREEMENT shall be amended to include this AMENDMENT, a copy of which shall be attached thereto and made a part thereof.
2. Additions to the Scope of Services, Compensation, and Schedule are summarized in the attached Exhibit A.

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

CLIENT:

ENGINEER:

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

\_\_\_\_\_  
By:  
\_\_\_\_\_  
Title:  
\_\_\_\_\_  
Date:  
\_\_\_\_\_

**EXHIBIT A**  
**AMENDMENT NO. 2**  
**COUNTY ROAD PUMP STATION UPGRADE**

**IV. Additional Services.**

Continuation of services per the scope of work in Amendment 2 – V. A Construction Administration. Additional time includes 5.5 months of services:

Project Manager at 40 hrs/mo
Building Services, coordination items, 8 hrs/mo
RPR at 80 hrs/mo

**SCHEDULE**

We will continue construction administration services through July of 2020.

**COMPENSATION**

**Payments to ENGINEER**

For Scope Items above, a fee based on ENGINEER’s Billing Rates, plus Reimbursable Expenses times a factor of 1.0, and charges for Consultants’ services times a factor of 1.10. Total estimated compensation and a breakdown of the estimated hours, labor, and expenses per task are presented in the table below. The budget will not be exceeded without prior written approval.

Scope Item	Est. Hours	Total
V - Construction Phase – CA & RPR	723	\$ 73,500
VI. A. Operations – O&M Manual	42	\$ 4,400
VI. B. Operations – Record Drawings	53	\$ 5,300
Additional Services (Construction Administration)	662	\$ 75,600
<b>TOTAL BUDGET (REVISED)</b>		<b>\$ 158,800</b>

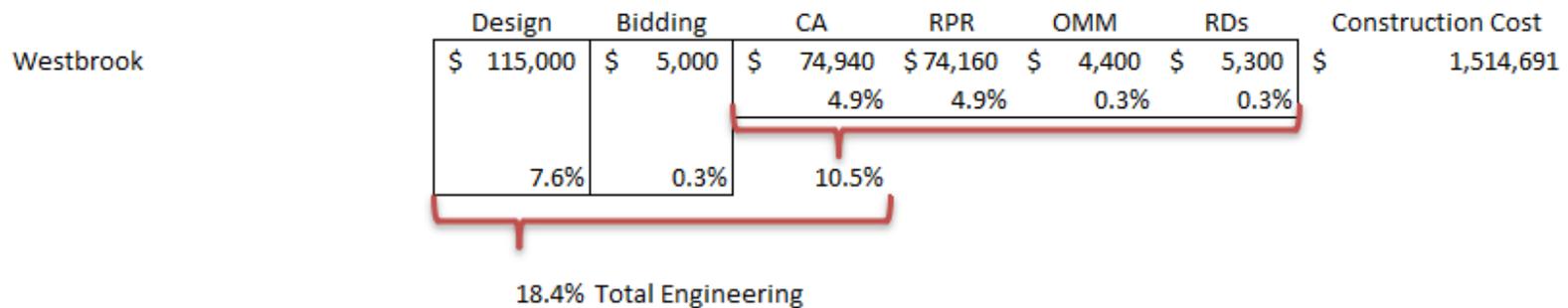
If it becomes apparent to ENGINEER at any time before the budgeted compensation has been about eighty percent expended that the total amount of compensation to be paid to ENGINEER for these services will exceed the estimate, ENGINEER will so notify CLIENT in writing. CLIENT and ENGINEER will then promptly meet to review the status of the Project, and the CLIENT will either agree to an increase in the estimated total compensation or CLIENT and ENGINEER will agree on a reduced Scope of Services so that the total compensation remains

within the original estimate. Unless CLIENT informs ENGINEER promptly upon notification of a possible fee overrun to suspend work on the Project, CLIENT will pay ENGINEER for all services rendered prior to reaching agreement on a revised Scope or compensation estimate.

For authorized Additional Services, ENGINEER will bill CLIENT a fee based on ENGINEER's Standard Billing Rates, plus Reimbursable Expenses and charges for Consultants' services.

COST TABLE 1 - CONSTRUCTION PHASE SERVICES

Tasks	Description	Technical Advisor	Project Manager	Lead Project Engineer	Process Tech / Cadd	Civil	Architect	Architect Designer	Structural Engineer	Mechanical Engineer	Instrument. & Controls	Electrical Engineer	Electrical Designer	Admin Support	RPR	Total Hours
V.	Construction Phase Services															
	Conformed Set Review		1													1
	Submittal Review (shop drawings)	4	4	24		2	4	8	4	4	8	24				86
	Submittal Exchange Coordination		8													8
	Review of Payment Applications (8 applications)		8	16												24
	RFIs, WCDs, Change Orders, Test Reports		8	24		2	2	2	2	2	4	4				50
	Construction Meetings - NONE															0
	RPR														384	384
	RPR Coordination			16												16
	Startup & Checkout		2	8							8	8				26
	Substantial Completion Inspection, Cert. and Punchlist		2	2							2	2				8
	Project Management & Misc Coordination (8 months)	8	96											16		120
	Additional Services (added 4/10/2020)															0
	Project Manager @ 40 hrs/mo for 5.5 months		220													220
	Building Services, coordination items					4	8		12	4	8	8				44
	RPR @ 80 hrs/mo														440	440
																0
	Total Hours	12	349	90	0	8	14	10	18	10	30	46	0	16	824	1427
VI. A.	O&M Manual															
	Draft O&M Manual	2	4	24						2	2	2				36
	Finalize O&M Manual		2	4												6
																0
	Total Hours	2	6	28	0	0	0	0	0	2	2	2	0	0	0	42
VI. B.	Record Drawings															
	Draft Record Drawings		2	8	18		2	2	2	1	2	2	2			41
	Finalize Record Drawings		1	2	4											7
	AutoCAD export			2	3											5
																0
	Total Hours	0	3	12	25	0	2	2	2	1	2	2	2	0	0	53





**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

**Date: May 18, 2020**

**Order: 2020-54**

**AUTHORIZING CONTRACT FOR VALUATION SERVICES**

That the Westbrook City Council hereby authorizes the Mayor or his designee to enter into a contract with George E. Sansoucy, PE, LLC of Portsmouth, NH for valuation services at a total cost of \$22,000.

Funds available in budget line 10001310-5999.

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First Reading: May 18, 2020

Second and Final Reading: June 1, 2020

Attest:

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City Clerk

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Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## 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 Contract for Valuation Services

**REQUESTED BY:** Administration

**DATE:** 05/13/2020

**SUMMARY:**

This is a request to enter into a contract with George E. Sansoucy, PE, LLC for valuation and consulting services at a total cost of \$22,000.

**BUDGET LINES AFFECTED (IF APPLICABLE):**

10001310-59999



George E. Sansoucy, PE, LLC  
Engineers & Appraisers

*Via Electronic Mail*

May 4, 2020

Jim Thomas, CMA  
City of Westbrook Assessor  
2 York Street  
Westbrook, ME 04092

**RE: Budget Estimate to Provide Valuation and Consulting Services Relating to the Westbrook Energy Center in the City of Westbrook, Maine**

Dear Jim:

Thank you for the opportunity to offer you and the City of Westbrook, Maine (City) a budget estimate for valuation and consulting services relating to the Westbrook Energy Center (Facility) located in the City. The proposed services will include an estimate of market value for the Facility along with additional consulting services relating to discussing the value with the owner of the Facility.

### **Introduction**

George E. Sansoucy, P.E., LLC (GES) is an engineering and appraisal firm with its primary office located in Portsmouth, New Hampshire. We specialize in electric generation and utility related consulting, engineering, and valuation services. Our work includes real and personal property valuation, *ad valorem* tax related issues, and regulatory issues. The firm is comprised of engineers, appraisers, and professionals specializing in energy and regulatory matters.

In performing the services set forth below, our firm will draw upon its knowledge of the electric marketplace in New England and throughout the country. This knowledge base includes not only in-house research and analysis but also various relationships with third parties that provide a wide range of information to the firm. These sources provide our firm with access to price forecasting and analysis similar to most market participants. This knowledge and access to market data makes us uniquely qualified for the services provided.

### **Scope of Services**

The goal of this scope and budget is to assist the City in establishing an *ad valorem* value for the Facility that can be used for assessment purposes.

George E. Sansoucy, PE, LLC  
148 Main Street, Lancaster, NH 03584 Tel: 603-788-4000 [gsansoucy@sansoucy.com](mailto:gsansoucy@sansoucy.com)  
7 Greenleaf Woods Drive, Unit 102, Portsmouth, NH 03801 Tel: 603-431-7636 [mail@sansoucy.com](mailto:mail@sansoucy.com)  
419 SE Main Street, Suite 201, Simpsonville, SC 29681 Tel: 864-757-9575  
Remittance Address 86 Reed Road., Lancaster, NH 03584

Jim Thomas, CMA  
Page 2  
May 4, 2020

### **Task 1**

Task 1 will be the preparation of a market value range for the Facility that can be used by the City in establishing an *ad valorem* tax value. The value range will be based on information in our files, information in the public record, and information provided by the Facility's owner, should it be available. The summary of our research and analysis will be provided in a Power Point presentation that will include sufficient details to allow the reader to understand the valuation analysis and value range for the Facility. This phase shall include one meeting with the City to discuss our findings.

The budget estimate for Task 1 is **\$15,000**.

### **Task 2**

Task 2 involves working with the City to discuss the value conclusion with the owner of the Facility and will likely include at least one meeting. The scope of this task would be at the discretion of the City and might include other research and analyses.

The budget estimate for Task 2 is **\$7,000** but could be higher depending on the level of discussions with the owner of the Facility and the requirement to attend multiple meetings in the City.

### **Schedule**

The schedule for completion of all work will be based upon a mutually acceptable date. All work will be performed upon request and billed monthly pursuant to the attached rate sheet.

We hope this budget estimates meets with your approval. If acceptable, please contact my office and we will prepare a formal Agreement for your signature.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Glenn C. Walker

GCW/dal

Attachment

George E. Sansoucy, PE, LLC



George E. Sansoucy, PE, LLC  
Engineers & Appraisers

2020

**ENGINEERING AND APPRAISAL RATE SCHEDULE\***

Principal engineers and senior appraisers, MBAs, including court testimony and deposition attendance .....	\$300.00/hour
Research engineers, associates, appraisers .....	\$250.00/hour
Technical personnel .....	\$175.00/hour
Clerical personnel .....	\$125.00/hour

\* All rates are portal to portal from Lancaster, N.H. or Portsmouth, N.H. Rates include general office expenses, such as: non-specific in-house copies, meals, non-specific mileage, office supplies, non-specific postage, telecommunications charges, and tolls.

Job-specific and identifiable expenses are billed at cost in addition to the rates shown, including but not limited to: transportation (air fare, car rental, taxi fare, specific parking, specific mileage, etc.), lodging, document printing and reproduction, research materials such as publications, subscriptions, and database purchases.

Rev. 9/10/2019-OS



WESTBROOK COMMUNITY CENTER



**Greg Post**  
*Director of Community Services*  
426 Bridge Street  
Westbrook, Maine 04092  
Phone: 207-854-0676  
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# **PUBLIC HEARING – June 1, 2020 – 7pm**

## **Outdoor Pool or Splash Pad/Park**

Westbrook City Council is soliciting community feedback on a proposal to pursue one of two options to upgrade the Cornelia Warren Outdoor Recreation Area

**Option 1** – Upgrade the existing outdoor pool

**Option 2** – Remove existing outdoor pool and replace it with a splash pad/park

**In 2016, the City was awarded grants and donations to help fund the redevelopment of the Cornelia Warren Recreational Area, which currently includes:**

- Outdoor Pool + Bathhouse + Pump House
- New Basketball Courts
- Softball Field + Abutting Baseball Field (not shown)
- Trail Network
- Gravel Entrance + Parking Lot



# Grants + Funding Commitments

\$300K	Land + Water Conservation Fund (LWCF)
\$100K	Cornelia Warren Community Association
\$50K	Community Development Block Grant (CDBG)
\$35K	Westbrook Environmental Improvement Corp.
\$15K	Westbrook Recreation + Conservation Commission
\$100K	City's Capital Improvement Plan (CIP)

# Grant + purchase agreements are in place to complete the following tasks:

- Construct + Rehabilitate Existing Bathhouse
- Reconstruct Parking Area
- Redevelop Ballfields
- Enhance Aquatic Facilities, Utilities, Landscaping + Signage



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## Next Steps in Redevelopment Process:

- Draft Request for Proposals (RFP) for Survey + Design Services
- Prepare design with construction cost estimate
- Solicit contractor bids later in 2020



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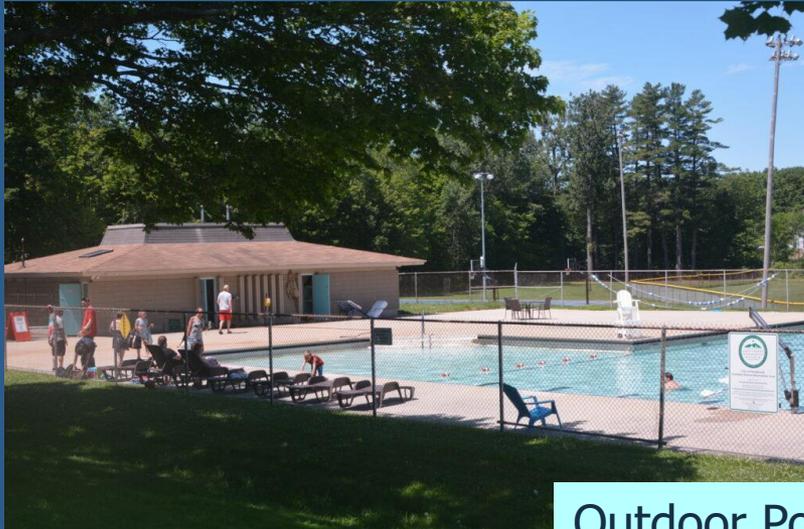


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# REQUEST FOR COUNCIL CONSIDERATION

Before moving forward with design + construction in 2020, the City is weighing all options to maximize this community investment, especially as it pertains to the outdoor aquatics facility.

Specifically, two options for the aquatics facility at the recreational area are being presented to you for consideration ...



Outdoor Pool or Splash Pad/Park?

# History of the Outdoor Pool

1905-1949

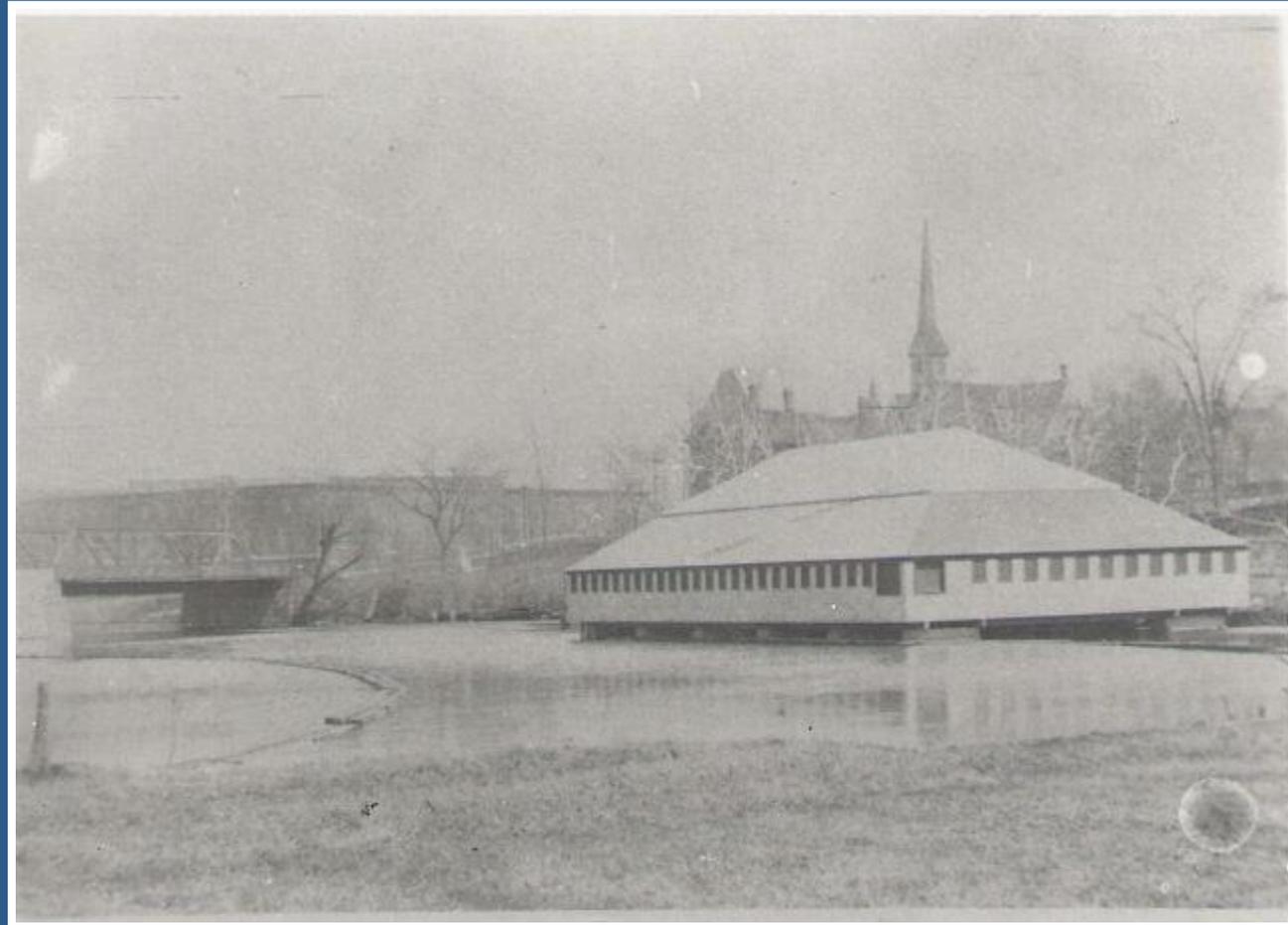


Photo Courtesy of Westbrook Historical Society

# History of the Outdoor Pool

1949-1984

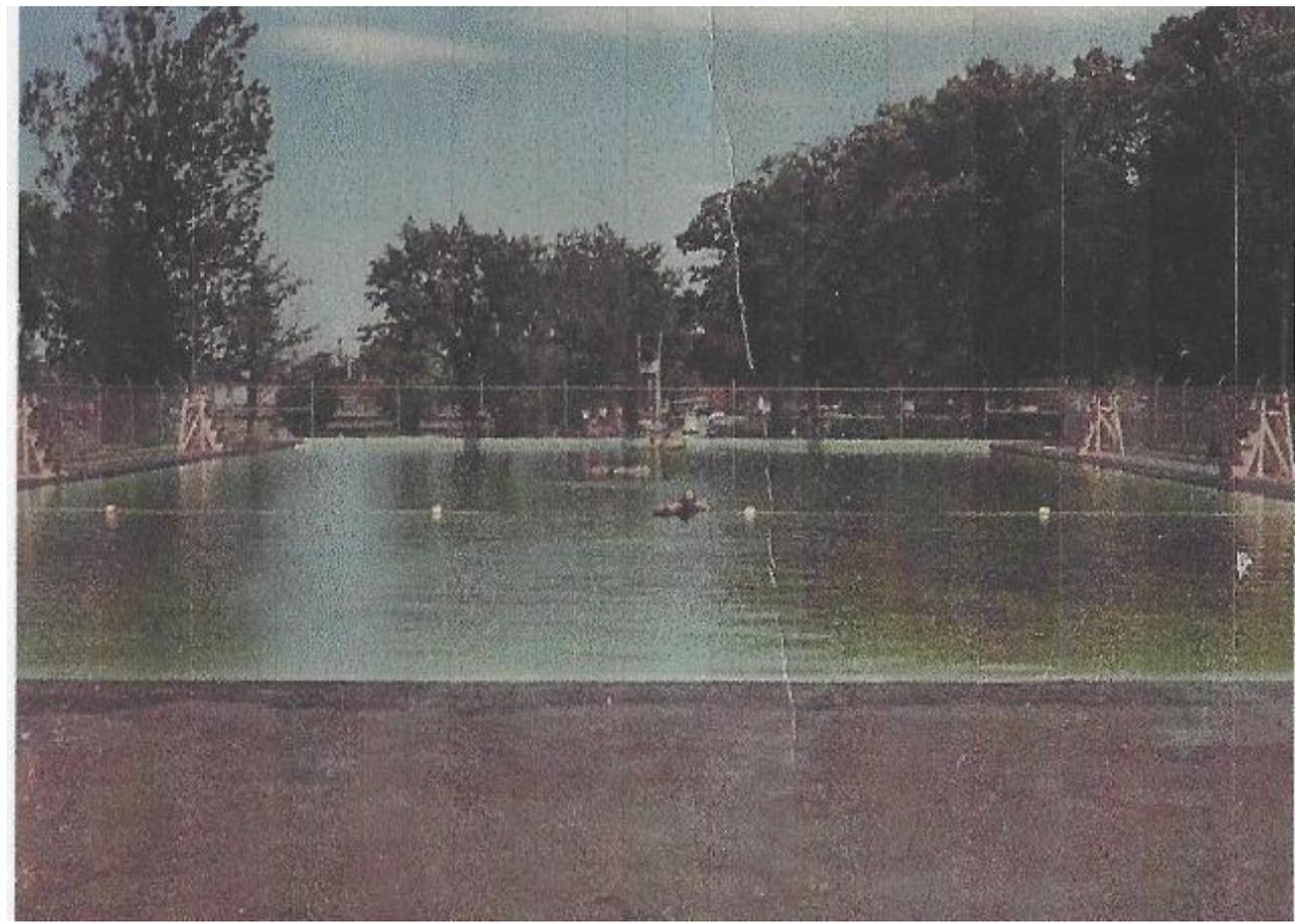


Photo Courtesy of Westbrook Historical Society



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# History of the Outdoor Pool

## 1984-Present



# Outdoor Pool Usage

**2018**

**VS**

**2019**

**2018** – 2,827 paid visitors  
(2,623 drop-ins | 199 w/ a group)

**2019** – 2,541 paid visitors [-10%]  
(2,088 drop-ins | 453 w/ a group)

**2019** - Averaged 39 paid visitors per day,  
down from 50 per day in 2018 [-22%]

**2019** - Averaged 2.39 persons per paid  
visit, which equates to about 16 paying  
families or groups using the pool each day

# Outdoor Pool Operational Expenses & Revenues

\$26,205	Lifeguards
\$13,646	Recreation Coordinator
\$8,000	Water & Sewer
\$6,600	Repairs & Maintenance
\$5,200	Attendants
\$4,560	Chemicals
\$1,170	Supplies
\$1,000	Staff Training
\$800	Uniforms

**Total Expenses = \$67,181 (41%)**

**Total Revenue from Paid Visits = \$15,227 (17%)**

**Net = \$51,954 Loss**

**FY2021**

# How Do We Cover Losses?

Annual Deficit at Outdoor Pool	<b>\$51,954</b>
<u>Annual Deficit at Indoor Pool</u>	<b>\$24,971</b>
<b>Total Aquatics Deficit</b>	<b>\$76,925</b>
Current Fund Balance Amount	\$107,059
<u>Less One Year of Aquatics Deficit</u>	<b>\$76,925</b>
<b>Remaining Fund Balance</b>	<b>\$30,134</b>

How do we cover losses in future years without it being a tax-payer burden? This is why we're trying to maximize the investment and reduce the annual deficit.

# OPTION #1: Upgrade Existing Outdoor Pool

Details in grant agreement include:

- Replacing gutter + pump house, in hopes of providing pool with necessary upgrades to function properly + prevent future leakage

Water usage at the pool is upwards of 650,000 gallons of water each year. It takes 250,000 to fill, so we're currently losing about 400,000 gallons per season



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Although grant funds are allotted to cover these capital + construction costs to upgrade the existing outdoor pool, the LWCF program is open to alternatives, like...



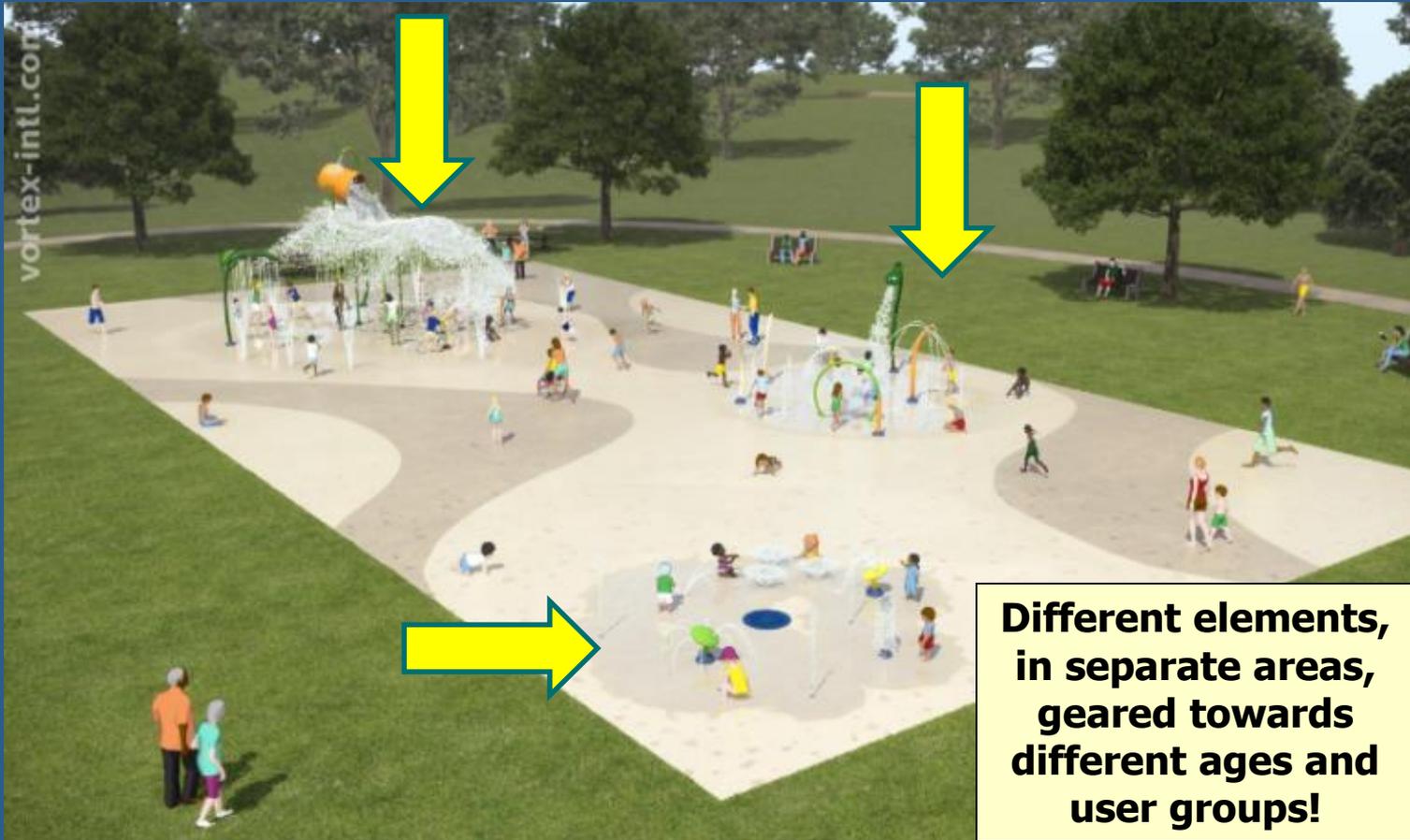
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## OPTION #2:

Follow a growing national trend to remove outdoor pools and replace them with splash pads, or splash parks, like the one depicted in these photos from Manchester, NH.



**Different elements,  
in separate areas,  
geared towards  
different ages and  
user groups!**



**Above left:** Director of Parks + Recreation, Don Pinard, in front of the splash pad at DuPont Park in Manchester, NH, shortly after the grand opening in 2017.



**Above right:** Mr. + Mrs. Fradette, who met when they were 13 years old at the former Manchester pool, have been married for 70 years and still enjoy returning to DuPont Park.

## Vortex Warranties

Unlike playground surfaces, the “poured-in-place rubber” surfacing for wet locations is typically installed on a solid concrete base or surface. A properly installed and maintained resilient surface should provide a long-lasting, reliable, slip-resistant, non-abrasive, soft, and safe environment for patrons to enjoy the benefits of water-play amenities for many years.

Posts/Bollards	100 yrs
Molds	20 yrs
Face Plates	15 yrs
Plastic Parts	15 yrs



# Local Splash Pads

Deering Oaks



Payson Park



Kiwanis Pool



Portland, ME

# Local Splash Pads

Stone Street



Peppermint Park



Portland, ME

# Local Splash Pads

Caribou



Lewiston





Westbrook, Maine

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**Shedd Park  
Lowell, MA**

# OPERATIONAL COST COMPARISON

Annual operational costs associated with OPTION #2 are much lower than OPTION #1.

The estimated savings of \$20-\$40K annually is largely due to the following considerations:

**Staffing requirements** are significantly higher to operate the outdoor pool.

- Lifeguards are required whenever there is standing water, which is eliminated w/OPTION #2.
- In fact, seasonal staffing could be eliminated altogether with a splash pad, leaving routine check-ins to a CPO that's already on staff (3 that are certified)



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**Water usage** may be reduced with a splash pad versus continually refilling an upgraded pool.

**Chemicals**, testing, and backwashing are eliminated by using a flow-thru splash pad. Water is treated in advance by Portland Water District.

## PROS + CONS

In addition to substantial cost savings of up to \$40K annually to the City for OPTION #2, there are some very specific advantages to replacing the outdoor pool with a splash pad, or splash park.

Advantages of a splash pad are presented hereinafter (*with direct experiences in italics shared from the City of Manchester's Recreation + Enterprise Manager, Janet Horvath, during a call on 5/7/2020*).

**ADA accessibility will be maximized.** Although the outdoor pool has an ADA-compliant lift, it is rarely used. A splash park removes any barriers for handicapped patrons + provides much needed recreational space + resources for underserved populations.

- *Janet Horvath with the City of Manchester (pop: 110,000) recommended offering special hours for special needs groups, including elderly populations.*

Cyclists  
Refreshing



Dog-Specific  
Times



**A wider audience can be served** with a splash pad. In addition to special needs concerns, a splash pad/park allows special opportunities for all ages: toddlers to seniors. The splash pad/park is especially helpful for those that have not been taught to swim (underserved + low-income communities, New Americans, etc.).

- *Based on our conversation with Janet Horvath, the demographic of the population served at a splash park is much different than a pool. In her experience, attentive + interactive play is more plentiful at a splash park, and the City has had far less incidents of drug overdoses and criminal activity since converting their park to a splash pad.*

**A splash park expands the aquatic season** to almost 6 months (from 10-12 weeks as a pool) thus allowing more recreational opportunities for residents + non-residents alike. Motion-activated jets and sprayers are programmed on a preset timer/sequence for children + adults of all ages to enjoy throughout the extended aquatic season.

- *The City of Manchester confirmed this assumption + provided information on the chemicals + maintenance that is performed, which is minimized with a splash pad.*

**Costs to residents + non-residents are minimized.** In addition to the annual savings to the general fund (i.e., reduced tax burden), free admission is anticipated for a splash park. Currently, admission to the pool is \$6 for adults and \$3 for children + seniors.

- *Residents in the City of Manchester enjoy free admission + exclusive use during peak hours. Non-residents must pay a fee and are only allowed to enter the park during non-peak hours.*

**The space for recreation is maximized.** The required space for a bathhouse + mechanical room can be minimized allowing more of the space + grant funds to be directed toward modernized recreational areas + security lighting to reduce crime + improve the evening experience.

- *Although fencing is not required for a splash pad, Janet Horvath strongly recommended that a fence be used to control access while implementing/enforcing the rules (i.e., no food allowed within the fenced in area) to maximize the life of the equipment.*



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## Derry (NH) Splash Pad at Don Ball Park



**Out of service time is minimized.** A splash park does not have to close for the day if/when an afternoon storm rolls through, unlike the pool that currently closes + remains closed for the day, regardless of the timing of the storm.

- *Janet Horvath recounted an instance when the City of Manchester spent over \$7,000 just in chemicals to counteract a fecal incident at a pool, which resulted in days of down time and the pool eventually having to be drained. This level of response + downtime is eliminated with a splash pad.*

**Risk + costs to the City are minimized** by eliminating standing water, which translates into:

- **lower staffing costs** since no lifeguards are needed;
- **minimized water throughput + need for pool chemicals** since less water is used + water is pre-treated by PWD;
- **reduced maintenance + repairs;** and
- **minimized liability concerns** (i.e., mitigate risk of drowning) providing peace of mind for City staff and officials alike.

## The City has another pool indoors at the Westbrook Community Center.

- Historically, at least in recent years, **open swim** has been the only summer program offered at the outdoor pool. **Swim lessons, lap swim, group classes, and party rentals** tend to rely on good weather and very-warm temperatures. All too often these programs had to be postponed or cancelled, or even moved inside if the schedule allowed, which ultimately led to confusion and irritability.
- These programs would remain at the indoor pool, where they're not subjected to unpredictable elements, and additional time would be provided for open swim.



Westbrook, Maine

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## John P. Davan Indoor Pool at the Westbrook Community Center





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When asked what the most important benefit of a splash pad is, Janet Horvath quickly responded with:

*... "lowered stress + added peace of mind" since installing the splash pad. A second one will be installed soon in Manchester across town from Dupont Park.*



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Please keep in mind that the enhancement of the outdoor aquatics facility is only one element of the overall project that is underway to redevelop the Cornelia Warren Outdoor Recreational Area.

As such, we hope that a decision to adopt either option can be made during this public hearing process.



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The grant was awarded + a contract was executed with the City in July 2019. It expires in September 2021. This translates into the grant timeline in Column A, but the City's current timeline is proposed in Column B.

<b>PROJECT MILESTONE</b>	<b>COLUMN A LWCF Grant Timeline (completed by)</b>	<b>COLUMN B Actual Timeline (in progress)</b>
<b>Grant agreement executed</b>	July 2019	July 2019
Project Manager: Getting up to speed	--	Mar-Apr 2020
Public Process: Pool vs. Splash Pad	--	May-June 2020
<b>Survey/Design/Engineering RFP Developed + Advertised</b>	Oct-Nov 2019	June-July 2020
Designer Chosen	Nov 2019	Aug 2020
Permitting + Design Plans developed	Dec 2019 – May 2020	Aug-Sept-Oct 2020
<b>Solicitation of Contractor Bids Developed + Advertised</b>	June-July 2020	Nov 2020
Contractor Award	July 2020	Dec 2020
Contract Executed	Aug 2020	Jan 2021
<b>Construction Underway</b>	Sept 2020	Feb 2021
Site Prep	Sept-Oct 2020	Mar-Apr 2021

<b>PROJECT MILESTONE</b>	<b>COLUMN A LWCF Grant Timeline (completed by)</b>	<b>COLUMN B Actual Timeline (in progress)</b>
Installation of Equipment	Mar-April 2021	May-June 2021
Finalize project / release contractor	May-June 2021	July – Aug 2021
<b>Ribbon Cutting</b>	June 2021	Sept 2021  (if construction is not delayed + completed within 6 months)
Close out contract(s) + project	July-Sept 2021	?? – beyond the life of the grant
Request grant contract extension	N/A	May-June 2021
<b>Annual Inspections</b>	REQUIRED PER TERMS OF LWCF GRANT	
Year 1	Sept 2021	Circa Aug 2022
Year 2	Sept 2022	Aug 2023
Year 3	Sept 2023	Aug 2024
Year 4	Sept 2024	Aug 2025
Year 5	Sept 2025	Aug 2026



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# QUESTIONS?

## Project Contacts:

Greg Post  
Director of Community Services  
[gpost@westbrook.me.us](mailto:gpost@westbrook.me.us)

Robyn Saunders  
Project Manager  
[rsaunders@westbrook.me.us](mailto:rsaunders@westbrook.me.us)



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# Thank You!



MEMO

DATE: May 21, 2020

TO: Mayor, City Council

FROM: Jennie P. Franceschi, City Planner & Rebecca Spitella, Asst. Planner

Cc: City Administrator, City Clerk, City Solicitor

RE: Recreation and Conservation Commission – Cornelia Warren Recreation Area

Per the request of City Council, the Recreation and Conservation Commission reviewed a proposal for the redevelopment of the Cornelia Warren Recreation Area during their meeting on 5/20/2020. This area currently includes an outdoor swimming pool, basketball courts and a softball field. The topic of discussion was specific to the option of repairing the existing outdoor swimming pool vs the infill of the pool and construction of a public splash park. As discussed during the 5/11/2020 Facilities & Streets Committee, the City Council is seeking a recommendation from the Recreation and Conservation Commission in consideration of the direction of the project.

A summary of the discussion is provided below.

Opportunities in removing the outdoor swimming pool:

- Potential for demographic specific programming (ex: special needs hours)
- Support comments made by Police Chief during the 5/11/2020 Facilities + Streets Committee
- Cost savings to the City

Concerns raised regarding the loss of the swimming pool:

- Loss of summer jobs for high school/college students
- Loss of community asset; children who may not have access to safe swimming options outside of community pool
- Example of Manchester, NH pool to splash pad conversion is not equivalent as Manchester has three other outdoor public pools
- Indoor summer programming at the Community Center does not replicate outdoor swimming experience
- Splash pad experience is specific to toddlers/young children and does not align with the initial concept design of Cornelia Warren Recreation Area for LWCF grant application
- Not enough information is provided in the budget – possible cost savings associated with pool repair not adequately depicted, when compared to construction costs.

The Recreation and Conservation Commission voted 4-2-1 in favor of proceeding with the design that is representative of the initial conceptual design and includes upgrades to the existing outdoor swimming pool and the installation of an accessory splash pad. Noting the above concerns, the Recreation and Conservation Commission found more information and public input would be needed to make a determination in the complete elimination of the outdoor swimming pool.



4. Indicate the type of license applying for: (choose only one)

- |                                                                                                                    |                                                                             |                                                       |
|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Restaurant<br>(Class I, II, III, IV)                                                      | <input checked="" type="checkbox"/> Class A Restaurant/Lounge<br>(Class XI) | <input type="checkbox"/> Class A Lounge<br>(Class X)  |
| <input type="checkbox"/> Hotel<br>(Class I, II, III, IV)                                                           | <input type="checkbox"/> Hotel – Food Optional<br>(Class I-A)               | <input type="checkbox"/> Bed & Breakfast<br>(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)<br>(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary                                          | <input type="checkbox"/> Mobile Cart                  |
| <input type="checkbox"/> Tavern<br>(Class IV)                                                                      | <input type="checkbox"/> Other: _____                                       |                                                       |
| <input type="checkbox"/> Qualified Caterer                                                                         | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only)    |                                                       |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

125 Brighton Rd, Westbrook, ME 04062

6. Is the licensee/applicant(s) citizens of the United States?  Yes  No

7. Is the licensee/applicant(s) a resident of the State of Maine?  Yes  No

**NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.**

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes  No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes  No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes  No

If yes, please provide details: \_\_\_\_\_

11. Do you own or have any interest in any another Maine Liquor License?  Yes  No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
Cozzetti's	RET-2019-11455	125 Bridgton Rd, Westbrook Rd 04062

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Eli Small	12/29/75	Portland, ME
Thomas Jordan	2/14/77	Portland, ME
Adam Cope	11/21/75	Portland, ME

Residence address on all the above for previous 5 years	
Name Eli Small	Address: 34 Ludlow St. Portland, ME 04103
Name Thomas Jordan	Address: 154 Concord St. Portland, ME 04103
Name Adam Cope	Address: 172 Concord St. Portland, ME 04103

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes  No

If Yes, provide name of law enforcement officer and department where employed:

\_\_\_\_\_

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States?  Yes  No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States?  Yes  No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: MAN COPE Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: SEE ATTACHED

16. Has the licensee/applicant(s) formerly held a Maine liquor license?  Yes  No

17. Does the licensee/applicant(s) own the premises?  Yes  No

If No, please provide the name and address of the owner:

\_\_\_\_\_

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: N/A

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Roughly 20x40 (775 sf) of interior space w/ a bar,  
two bathrooms and 22 seats as well as a  
similarly sized covered patio area w/ picnic tables.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Community of Grace

Distance: approx 2000 ft.

**Section II: Signature of Applicant(s)**

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 5/5/2020

Eli N. Small  
Signature of Duly Authorized Person

Eli N. Small  
Printed Name Duly Authorized Person

[Signature]

[Signature]  
Signature of Duly Authorized Person

ADAM COPE  
Printed Name of Duly Authorized Person

Thomas Jordan

**Section III: For use by Municipal Officers and County Commissioners only**

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: \_\_\_\_\_

Who is approving this application?  Municipal Officers of \_\_\_\_\_

County Commissioners of \_\_\_\_\_ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine’s liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

**B.** The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

**C.** If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

**D.** If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

**2. Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

**A.** Conviction of the applicant of any Class A, Class B or Class C crime;

**B.** Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

**C.** Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

**D.** Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

**D-1.** Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

**E.** A violation of any provision of this Title;

**F.** A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

**3. Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

#### **Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine**

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
  - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its [Retail Beverage Alcohol Dealers](https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers) permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

## Section V: Fee Schedule

**Filing fee required.** In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

**Please note:** For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

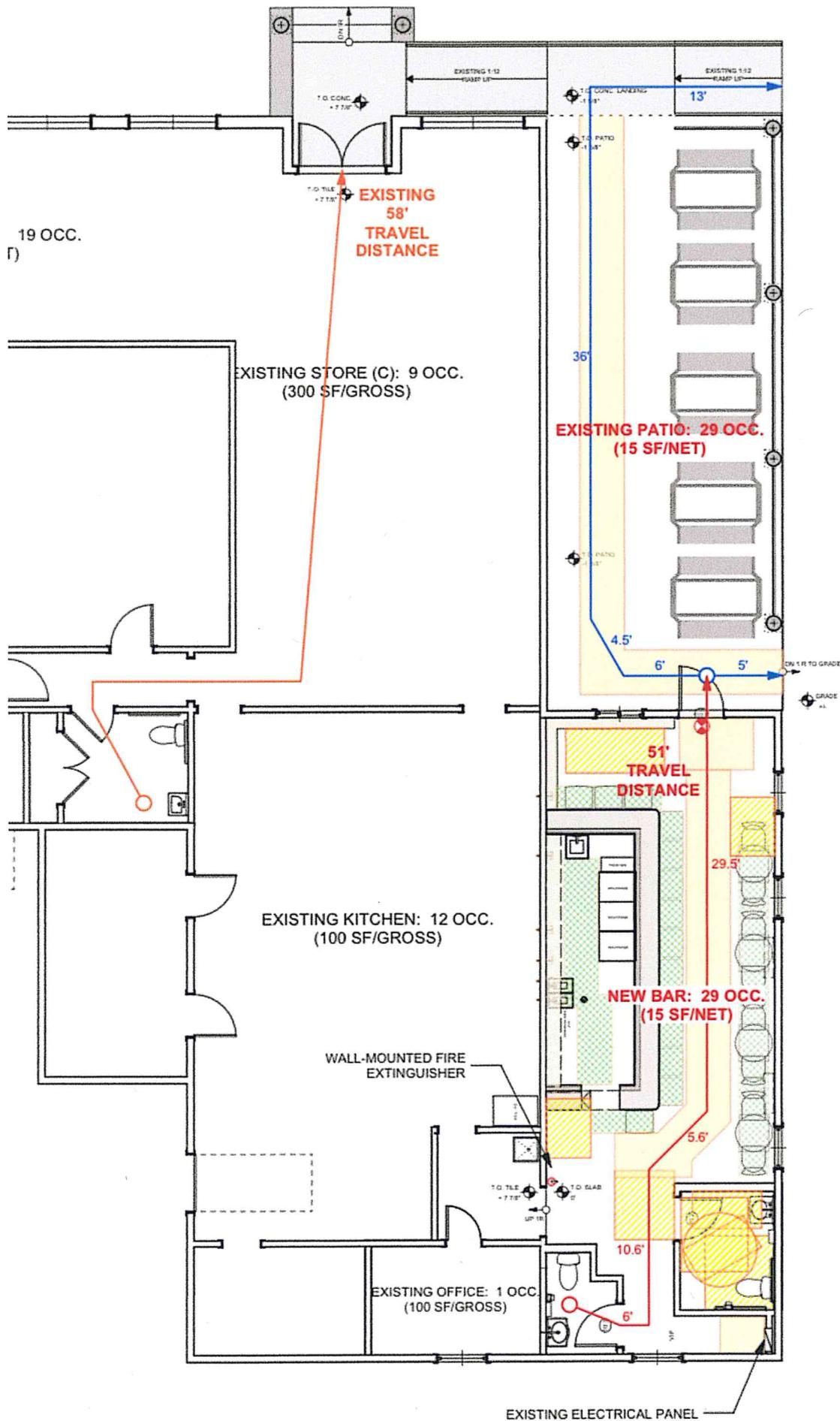
<u>Class of License</u>	<u>Type of liquor/Establishments included</u>	<u>Fee</u>
<b>Class I</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
<b>Class I-A</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only hotels that do not serve three meals a day.	\$1,100.00
<b>Class II</b>	<b>For the Sale of Spirits Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
<b>Class III</b>	<b>For the Sale of Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class IV</b>	<b>For the Sale of Malt Liquor Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
<b>Class III and IV</b>	<b>For the Sale of Malt Liquor and Wine Only</b> This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
<b>Class V</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Club without catering privileges.	\$ 495.00
<b>Class X</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Class A Lounge	\$2,200.00
<b>Class XI</b>	<b>For the sale of liquor (malt liquor, wine and spirits)</b> This class includes only a Restaurant Lounge	\$1,500.00

## Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.

SEE ATTACHED



**Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities**

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: EAT Management, LLC
2. Doing Business As, if any: Corsetti's
3. Date of filing with Secretary of State: 9/27/18 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
ADAM COPE	172 Concord St. Portland ME, 04103	11/26/75	OWNER	33.3%
EZRI SMULL	214 Ludlow St. Portland ME, 04103	12/29/75	OWNER	33.3%
THOMAS JORDAN	154 Concord St. Portland ME, 04107	2/14/77	OWNER	33.3%

(Ownership in non-publicly traded companies must add up to 100%.)

# 912 Explanation Form

A Positive Response to SBA Form 912, Statement of Personal History, was given by the referenced principal. Please provide the following information:

1) Name of Offense: ASSAULT  
 Felony  Misdemeanor

2) Date of Charge or Arrest 11-11-2000

3) City, County, State of Arrest PORTLAND, CUMBERLAND, ME

4) Court Decision  Guilty  Not Guilty  Dismissed  Nolo Contendere

5) Sentence 10 DAYS IN JAIL  
 Jail Time \_\_\_\_\_ Yrs/Months  Probation \_\_\_\_\_ Yrs/Months  
 Fine \$ \_\_\_\_\_  Class or Workshop \_\_\_\_\_

6) Date Sentence or Fine Imposed: 5-5-2002

7) Final Disposition Date for Sentence/Probation/Parole/Fine/Class 5-5-2003

8) Explanation of the Occurrence: FIGHT W/ EX-BOYFRIEND OF GIRLFRIEND AT THE TIME  
- OCCURRED SAME NIGHT AS OUI -

9) All conditions of the court have been satisfied  Yes  No

I certify that the explanation in all documentation provided to GSDC/SBA includes full disclosure of all criminal offences.

Name: ADAM COPE

Signature:  Date: 11/7/18

5/30/17  5/5/2020

# 912 Explanation Form

A Positive Response to SBA Form 912, Statement of Personal History, was given by the referenced principal. Please provide the following information:

1) Name of Offense: OPERATING UNDER THE INFLUENCE  
 Felony  Misdemeanor

2) Date of Charge or Arrest 11-11-2000

3) City, County, State of Arrest PORTLAND, CUMBERLAND, ME

4) Court Decision  Guilty  Not Guilty  Dismissed  Nolo Contendere

5) Sentence PROBATION / 40 HRS JAIL TIME  
 Jail Time \_\_\_\_\_ Yrs/Months  Probation \_\_\_\_\_ Yrs/Months

Fine \$ 600.00  Class or Workshop \_\_\_\_\_

6) Date Sentence or Fine Imposed: 5-5-2002

7) Final Disposition Date for Sentence/Probation/Parole/Fine/Class 5-5-2003

8) Explanation of the Occurrence: PULLED OVER DRIVING HOME

— OCCURRED SAME NIGHT AS ASSAULT —

9) All conditions of the court have been satisfied  Yes  No

I certify that the explanation in all documentation provided to GSDC/SBA includes full disclosure of all criminal offences.

Name: ADAM COPE

Signature: [Signature] Date: 11/7/19

5/30/17 [Signature] 5/5/2020

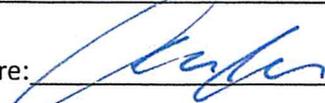
# 912 Explanation Form

A Positive Response to SBA Form 912, Statement of Personal History, was given by the referenced principal. Please provide the following information:

- 1) Name of Offense: ASSAULT  
 Felony  Misdemeanor
- 2) Date of Charge or Arrest 6-5-1999
- 3) City, County, State of Arrest PORTLAND, CUMBERLAND, ME
- 4) Court Decision  Guilty  Not Guilty  Dismissed  Nolo Contendere
- 5) Sentence PROBATION - 60 DAYS IN JAIL  
 Jail Time 2 Yrs/Months  Probation \_\_\_\_\_ Yrs/Months  
 Fine \$ \_\_\_\_\_  Class or Workshop \_\_\_\_\_
- 6) Date Sentence or Fine Imposed: 1-24-2000
- 7) Final Disposition Date for Sentence/Probation/Parole/Fine/Class 5-5-2003
- 8) Explanation of the Occurrence: FIST FIGHT IN OLD PORT  
W/ HIGH SCHOOL RIVAL
- 9) All conditions of the court have been satisfied  Yes  No

I certify that the explanation in all documentation provided to GSDC/SBA includes full disclosure of all criminal offences.

Name: ADAM COPE

Signature:  Date: 11/7/18

5/30/17  5/5/2020



MAINE STATE BUREAU OF IDENTIFICATION  
45 Commerce Drive, Suite 1 / STATE HOUSE STATION # 42  
AUGUSTA, ME 04333  
(207) 624-7240 (VOICE)

STEVEN COPE  
23 OCEAN AVENUE  
PORTLAND, ME 04103

Transaction Response #: MIQ99D79131

## Criminal History Record

### Introduction

This criminal history record was produced in response to the following request ( Produced on 2018-11-06 ) :

Inquiries Name(s) ADAM J COPE (1975-11-21)

The information in this criminal history record is provided subject to the following caveats:

Important! When a criminal history record and juvenile crime information record check is processed by the State Bureau of Identification using personal identifiers such as name and date of birth, it is possible that the record supplied belongs to another person with the same or essentially similar name and date of birth. Confirmation that convictions relate to person whose record has been requested requires fingerprint comparison. If the information contained in this response will be used to disqualify an applicant for employment, housing, credit, or other benefits or programs, the person making the eligibility determination using this record should provide the applicant with an opportunity to complete or contest the accuracy of the criminal history information in the response. An individual may request amendment or correction of criminal history record information by a criminal justice agency pursuant to 16 M.R.S. section 709.

\*\*THIS RESPONSE IS BEING PRODUCED FOR YOUR REQUEST SENT: 2018-11-06

This record, effective September 1, 2000, contains information relating to persons arrested as fugitives from justice, 15 M.R.S section 201.4 or arrested or charged with Maine crimes. It does not include former crimes no longer classified as criminal, or Class D and E crimes in Title 12 or Title 29-A, former Title 29, unless the crime is alcohol-related or drug-related 25 M.R.S. section 1541.4-A.A. For information regarding excluded Marine Resources crimes in Title 12, contact the Department of Marine Resources. For information regarding excluded Inland Fisheries and Wildlife crimes in Title 12, contact the Department of Inland Fisheries and Wildlife. For information relating to excluded crimes in Title 29-A former Title 29, contact the Secretary of State, Motor Vehicle Division. A list of former crimes is available from this Bureau.

THE FOLLOWING ATN(S) ARE UNSUPPORTED BY FINGERPRINTS IN STATE BUREAU OF IDENTIFICATION FILES: (005890A, 012741A).

## Identification

Subject Name/or potential Alias Name(s)

DOPE, ADAM J  
DOPE, ADAM JOSIAS (AKA)

Subject Description (date information provided listed in parentheses)

**State ID Number**

MEA013806

**DOC Number**

Unknown/NA

**Sex**

Unknown/NA

**Race**

Unknown/NA

**Skin Tone**

Unknown/NA

**Height**

Unknown/NA

**Weight**

Unknown/NA

**Date of Birth**

1975-11-21

**Hair Color**

Unknown/NA

**Eye Color**

Unknown/NA

**Scars, Marks, and Tattoos**

Unknown/NA

**Place of Birth**

Unknown/NA

**Citizenship**

Unknown/NA

**Residence**

Residence as of  
Address

2004-05-13  
13 HUNT ST #6  
PORTLAND, ME

Residence as of  
Address

2004-05-13  
172 CONCORD ST  
PORTLAND, ME

**Caution Information**

Firearms Disqualified

X - Unknown

## Criminal History

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**Cycle 001**

---

**ATN/Tracking Number**

012741A

**Earliest Event Date**

1999-06-05

**Arrest/Charge**

(Cycle 001)

**Arrest/Charge Date**

1999-06-05

**Arresting/Charging Agency**

PORTLAND PD; ME0030500

Subject Name(s)

COLE, ADAM

Arrest Type

Adult

Charge 1

Charge Number 012741A 001

Charge Tracking Number 012741A

Agency PORTLAND PD; ME0030500

Offense Date 1999 06-05

Charge Description ASSAULT (Charge Class D)

Statute 17-A MRSA SUBSECTION 207

State Sequence Code 5064

Severity Misdemeanor

Prosecutor Disposition

No data supplied

Court Disposition

(Cycle 001)

Court Case Number

CR 1999-08911

Court Agency

9TH DISTRICT COURT PORTLAND; ME003035J

Charge 1

Charge Number 012741A 001

Charge Tracking Number 012741A

Agency 9TH DISTRICT COURT PORTLAND; ME003035J

Offense Date 1999-06-05

Charge Description ASSAULT (Charge Class D)

Statute 17-A MRSA SUBSECTION 207

State Sequence Code 5064

Severity Misdemeanor

Disposition 2000-01-24; GUILTY

2002-09-12; PROBATION VIOLATED

Sentencing

(Cycle 001)

Sentencing Agency

9TH DISTRICT COURT PORTLAND; ME003035J

Court Case Number CR 1999-08911

Charge Number 012741A 001

Charge Sequence Number 1

Charge Tracking Number 012741A

Sentence 2000-01-24: INCARCERATED 60 days COUNTY JAIL

2000-01-24: PROBATION

2002-09-12: PROBATION PARTIALLY REVOKED 10 days

CUMBERLAND COUNTY JAIL

Corrections

No data supplied

**Cycle 002**

ATN/Tracking Number

005890A

Earliest Event Date

2000-11-11

Arrest/Charge Date (Cycle 002) 2000-11-11  
Arresting/Charging Agency PORTLAND PD; ME0030500  
Subject Name(s) COPE, ADAM  
Arrest Type Adult

**Charge 2**

Charge Number 005890A 002  
Charge Tracking Number 005890A  
Agency PORTLAND PD; ME0030500  
Offense Date 2000-11-11  
Charge Description ASSAULT (Charge Class D)  
Statute 17-A MRSA SUBSECTION 207  
State Sequence Code 5064  
Severity Misdemeanor

**Charge 3**

Charge Number 005890A 003  
Charge Tracking Number 005890A  
Agency PORTLAND PD; ME0030500  
Offense Date 2000-11-11  
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)  
Statute 29-A MRSA SUBSECTION 2411(1)  
State Sequence Code 1197  
Severity Misdemeanor

---

**Prosecutor Disposition** No data supplied

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**Court Disposition** (Cycle 002)  
**Court Case Number** CR 2000-11024  
**Court Agency** 9TH DISTRICT COURT PORTLAND; ME003035J

**Charge 2**

Charge Number 005890A 002  
Charge Tracking Number 005890A  
Agency 9TH DISTRICT COURT PORTLAND; ME003035J  
Offense Date 2000-11-11  
Charge Description ASSAULT (Charge Class D)  
Statute 17-A MRSA SUBSECTION 207  
State Sequence Code 5064  
Severity Misdemeanor  
Disposition 2001-02-02; TRANSFER FOR JURY TRIAL

**Charge 3**

Charge Number 005890A 003  
Charge Tracking Number 005890A  
Agency 9TH DISTRICT COURT PORTLAND; ME003035J  
Offense Date 2000-11-11  
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)  
Statute 29-A MRSA SUBSECTION 2411(1)

State Sequence Code 1107  
Severity Misdemeanor  
Disposition 2001-02-02; TRANSFER FOR JURY TRIAL

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**Court Disposition** (Cycle 002)  
**Court Case Number** CR 2001-00155  
**Court Agency** SUPERIOR COURT PORTLAND; ME003015J  
**Charge 2**

Charge Number 005890A 002  
Charge Tracking Number 005890A  
Agency SUPERIOR COURT PORTLAND; ME003015J  
Offense Date 2000-11-11  
Charge Description ASSAULT (Charge Class D)  
Statute 17-A MRSA SUBSECTION 207  
State Sequence Code 5064  
Severity Misdemeanor  
Disposition 2002-05-07; GUILTY  
2003-05-05; PROBATION VIOLATED

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**Court Disposition** (Cycle 002)  
**Court Case Number** CR 2001-01155  
**Court Agency** SUPERIOR COURT PORTLAND; ME003015J  
**Charge 3**

Charge Number 005890A 003  
Charge Tracking Number 005890A  
Agency SUPERIOR COURT PORTLAND; ME003015J  
Offense Date 2000-11-11  
Charge Description OPERATING UNDER THE INFLUENCE (Charge Class D)  
Statute 29-A MRSA SUBSECTION 2411(1)  
State Sequence Code 1197  
Severity Misdemeanor  
Disposition 2002-05-07; GUILTY

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**Sentencing** (Cycle 002)  
**Sentencing Agency** 9TH DISTRICT COURT PORTLAND; ME003035J  
Court Case Number CR 2000-11024  
Charge Number 005890A 002  
Charge Sequence Number 2  
Charge Tracking Number 005890A  
Sentence 2001-02-02: RESTITUTION \$465.00

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**Sentencing** (Cycle 002)  
**Sentencing Agency** 9TH DISTRICT COURT PORTLAND; ME003035J  
Court Case Number CR 2001-00155  
Charge Number 005890A 002  
Charge Sequence Number 2





**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-55

**AMENDING THE CODE OF ORDINANCES CHAPTER 31, TRAFFIC & MASTER FINE SCHEDULE REGARDING TRAFFIC FINES**

That the Westbrook City Council hereby approves several amendments to the City of Westbrook Code of Ordinances Chapter 31, *Traffic*, and Appendix C, *Master Fine Schedule*, Chapter 31 – Traffic, as outlined in the attached exhibit.

---

First and Final Reading: June 1, 2020

Attest:

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City Clerk

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Mayor

# AMENDMENTS TO CODE OF ORDINANCES & APPENDIX C: MASTER FINE SCHEDULE

## SECTION 1: TRAFFIC FINE CLARIFICATIONS

Upon reviewing the “Traffic” section of the Code of Ordinances Appendix C, *Master Fine Schedule*, staff found several duplicate and conflicting entries that require clarification. This Order proposed to enact amendments to this section to address the following issues:

- (1) Remove a duplicate entry for parking in a handicapped space. Two entries currently exist, with two fine amounts listed (\$40 and \$100). However, 29-A M.R.S.A. § 521(9-A) dictates that the penalty must be a minimum of \$200, with a maximum fine of \$500. This amendment consolidates the two entries and amends the fine amount to \$200.
- (2) Eliminate a duplicate entry for “other” parking violations.
- (3) Order 2020-28 amended the Uniform Traffic Ordinance to limit parking at Electric Vehicle Charging Stations to vehicles connected to Charging Stations. The attachment to the legislation also outlined a fine for vehicles found in violation of this provision. However, the fine was not referenced in the body of the legislation, and to avoid confusion this Order reaffirms the inclusion of this amendment in the Master Fine Schedule.
- (4) Renaming “Parking all night” to “Parking at night during the overnight winter parking ban”, as parking at night is only an offense when it occurs during the overnight winter parking ban, November 15 – April 15.
- (5) Clarify that the Police Department may, at its discretion, tow vehicles that are obstructing snow removal.
- (6) Eliminate “failure to yield to pedestrians on crosswalks.” This is an offense under State motor vehicle laws, rather than local ordinance, and Police Officers issue State tickets for offenses of this nature.

### Appendix C: Master Fine Schedule

Chapter 31 – Traffic		
§ 31-3	Maximum penalty for violation of ordinance	\$250.00 plus costs
§ 31-90	<del>Parking in handicapped spot</del> <u>Parking in handicapped space (police discretion to tow vehicle)</u>	<del>\$40.00</del> <u>\$200.00</u>
§ 31-111	Parking exceeding time limit	\$40.00
	Parking in taxi stand, bus stop or loading zone	\$60.00
	Parking <del>all night</del> <u>at night during the overnight winter parking ban</u>	\$40.00
	Parking double	\$60.00
	Parking too near fire hydrant (police discretion to tow vehicle)	\$80.00

	Parking in prohibited area	\$60.00
	Parking on wrong side of street	\$40.00
	Parking too near cross or corner	\$40.00
	Parking in fire lanes (police discretion to tow vehicle)	\$80.00
	Parking on a crosswalk	\$60.00
	Obstructing snow removal ( <u>police discretion to tow vehicle</u> )	\$80.00
	<del>Parking in handicapped space (police discretion to tow vehicle)</del>	<del>\$100.00</del>
	Parking in front of a public or private driveway	\$60.00
	<del>Failure to yield to pedestrians on crosswalks</del>	<del>\$60.00</del>
	Other <u>parking violations</u>	\$40.00
<u>§ 31-120</u>	<u>Parking violations</u>	<u>\$40.00</u>
	<u>Parking in Electric Vehicle Charging Station space</u>	<u>\$40</u>

## SECTION 2: CHAPTER 31 CLARIFICATIONS

In addition, the City Solicitor has recommended two minor amendments within the Code of Ordinances Chapter 31, *Traffic*, to maintain consistency with State law. These amendments are outlined below:

### Sec. 31-3. General penalty.

Whenever in this chapter any act is prohibited or is made or declared to be unlawful ~~or a misdemeanor~~, or whenever in this chapter the doing of an act is required or the failure to do any act is declared to be unlawful ~~or a misdemeanor~~, where no specific penalty is provided therefor, the violation of such provision of this chapter shall be punished by a fine of not more than ~~than~~ the maximum fine found in the Master Fine Schedule attached hereto as Appendix C. All fines shall be recovered on complaint to the use of the city. Each day any violation of any provision of this chapter shall continue shall constitute a separate offense. (Ord. of 3-1-04)

### Sec. 31-7. Department to maintain records.

~~The police department shall keep a record of all violations of the traffic ordinances of the city or of the state vehicle laws of which any person has been charged, together with a record of the final disposition of all such illegal offenses. Such record shall be so maintained as to show all types of violations and the total of each. Such record shall accumulate during at least a five (5) year period and from that time on the record shall be maintained complete for at least the most recent five (5) year period. Police Department records shall be maintained in accordance with the~~ Local Government Records Retention Schedule.

(Ord. of 7-13-65, § 2-3)



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-56

**AUTHORIZING REPEAL & REPLACEMENT OF CHAPTER 19, LIBRARIES**

That the Westbrook City Council hereby approves the repeal and replacement of the City of Westbrook Code of Ordinances, Chapter 19, *Libraries*, as outlined in the attached exhibit.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

---

City Clerk

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Mayor



MAYOR'S OFFICE



**Mayor Michael T. Foley**  
2 York Street  
Westbrook, Maine 04092  
Phone: 207-591-8110  
Fax: 877-688-9553

To: President Rairdon & Members of the Westbrook City Council  
Walker Memorial Library Board of Regents  
Joseph Walker Trustees  
Director, Walker Memorial Library

From: Mayor Michael T. Foley

Re: Walker Memorial Library Organizational Structure & Governance

During the initial weeks of assuming the role as Mayor, the Administration was presented with a personnel matter at the Walker Memorial Library. As we did not feel equipped or have the staff available to complete such an investigation, we engaged with an attorney from the City's law firm to conduct an investigation into the matter, which ultimately was unfounded.

In the course of conducting this investigation into the personnel matter, during which the Director, Library staff, Regents, Trustees, and former holders of some of these positions were interviewed, information not directly related to the personnel matter was presented by interviewees regarding conflict and dysfunction at the Walker Memorial Library. Many of the issues identified are long standing conditions and date back multiple years (and multiple directors).

The Administration is in the process of developing changes to both the organizational structure and the governance of the Walker Memorial Library that will better clarify the roles, responsibilities and authority of boards and personnel within those structures. Some of these changes will be implemented administratively through the Mayor's office while others will involve ordinance and/or policy changes that will require the approval of the City Council. All changes will be compliant with the terms of the Joseph Walker Trust.

This is a high priority item that we had hoped to complete prior to final approval of the FY 2021 budget, but has been delayed due to the emergency conditions that have resulted from the COVID-19 pandemic. We hope to present these operational and policy changes to the City Council within the near future.

I have enclosed a copy of the report completed by Alyssa C. Tibbetts, Esq. dated April 2, 2020 for your review prior to presenting the proposed changes.

Should you have any questions, please do not hesitate to contact me directly.

Sincerely,

Mayor Michael T. Foley

**Report Regarding Governance of Walker Memorial Library**  
**Alyssa C. Tibbetts, Esq.**  
**April 2, 2020**

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I was contacted on December 23, 2019 by City Administrator Jerre Bryant and asked to conduct an investigation into various complaints and concerns regarding personnel matters that are deemed confidential under Maine law. Following that investigation, I issued a report that is also deemed confidential under Maine law as a personnel record. While the specific personnel-related matters were the primary focus of my investigation and are not subject to public disclosure, there were other complaints and concerns raised through the course of the investigation that relate more generally to the management and governance of the Walker Memorial Library. It is my opinion that these issues warrant further review and would benefit from the perspective of other members of City government. As such, I have drafted the following report as a summary of the non-personnel-related matters that were raised during the investigation for the City's use in a broader discussion of the operations of Walker Memorial Library.

The Library is managed by a Board of Regents who are appointed by the Mayor, two Trustees who have been appointed by the Probate Court and a Director who is an employee of the City. The Director is responsible for various staff of the Library, who are also employees of the City. Lastly, there is a Friends of the Library group that provides volunteer support for Library fundraising and activities. Exclusive of the two Trustees, Walker Memorial Library is a department of the City of Westbrook and the hiring of the Library Director and the appointment of members to the Board of Regents clearly falls within the purview of the Mayor.

The Trustees and some of the current members of the Board of Regents believe that the Trustees are responsible for overseeing the building, books and policies and that the Library Director is responsible for programs and staff. The Director, City administration and some of the Library staff believe that the City is responsible for the building and the Library Director is responsible to a certain degree for all of the items listed above, with the assistance of the Board of Regents and Trustees. Some individuals interviewed believe that the Board of Regents was established to serve as representatives of the City in the management of the Library and that the Trustees appointed by the Probate Court are always voting members of the Board of Regents. Others believe that the Trustees role is more limited to building preservation and specified book purchases, and that the Board of Regents were established to serve in an advisory-only capacity. Obviously, there is no shared understanding here.

It was abundantly clear throughout the investigation that there is a considerable lack of clarity regarding the respective roles and authority of each of these individuals or

groups. This has resulted in several conflicts among the parties holding the positions listed above. Some of the parties interviewed held very firm beliefs as to their respective role as it relates to management of the Library, while others were very unsure. Among those that were certain, there was disagreement, which suggests the matter is not as clear as it could be.

While there were many issues raised during the course of this investigation, there were four certain conclusions common among those issues:

1. Everyone involved believes they want what is best for Walker Memorial Library;
2. There are different views on what is best for Walker Memorial Library;
3. There is an ongoing power struggle with regard to the management of Walker Memorial Library; and
4. There is a clear division among the staff of Walker Memorial Library.

In my opinion, the City is fortunate to have so many people who care about Walker Memorial Library and who want to dedicate their time and energy to seeing it succeed. That includes an active Board of Regents, dedicated Trustees, a highly qualified and motivated Director and loyal staff. While all of these people are involved in the management and operation of the Library to varying degrees, there is no question that the Library is a department of the City of Westbrook and the building in which it is housed is a facility owned by the City of Westbrook. As such, it should be the responsibility of the City of Westbrook, through its governing body the City Council and Mayor, to establish the rules and regulations by which the Walker Memorial Library operates, including the assignment of roles and responsibilities to the various parties involved in such operations.

There was some belief expressed among those interviewed during this investigation that, over time, the Board of Regents and Trustees have grown frustrated with the City's response, or their perceived lack thereof, to specific issues related to the management and maintenance of the Library building in particular. I believe that is true. As a result, some members of the Board of Regents and the Trustees have begun to assert more authority over tasks that they had not previously been involved with in an effort to advance those building-related initiatives. From my perspective, it appears that those individuals have also influenced new members of the Board of Regents with respect to their understanding of the scope of authority of the Board and because they have largely been responsible for selecting new members of the Board, those beliefs have been perpetuated. I also believe that this historical evolution has taken the Board of Regents' and the Trustees' focus away from more global policy issues and long-term strategic initiatives for the Library and has caused them to operate in a manner that is generally adversarial with respect to any member of the City government or Library staff that does not support the specific building-related initiatives they seek to complete. This has led to

a palpable division among the Library staff, tension between the Regents/Trustees and the City, and constant conflict with the Library Director.

It is critical to the success of the Library that the Board and the Trustees work well together and that, collectively, that group works well with the Director and City administration respectively. It is also critical that the Director works well with all of the staff, that the staff work well together, that the City administration and the Director work well together, and that the Board members and Trustees generally respect and trust the staff. Currently, it appears that the Board and the Trustees work well together; that the Director and most of the staff work well together; and that the City administration and the Director work well together. However, it's clear that the Board, the Trustees and the Director do not work well together and that the Director and some of the staff are not working well together currently. It's also clear that some members of the Board, the Trustees and the City administration are currently at odds. As a result of these failing relationships, Walker Memorial Library is not currently a productive, collaborative or respectful work environment for many of its employees or volunteers.

All parties involved in the management and governance of Walker Memorial Library would benefit from a better understanding as to what is expected of them. As the Library is a department of the City of Westbrook and the Mayor and City Council are the governing body of the City, it is my recommendation that the Mayor and City Council prepare and adopt amendments to the existing policies, regulations and/or ordinances related to Walker Memorial Library and/or new policies, regulations and/or ordinances that bring further clarity to the governance structure of the Library, as well as the scope of authority, roles, responsibilities and expectations of all parties involved. The areas of responsibility as outlined in these regulations should be drafted in a manner that enables all parties to clearly delineate authority for specified tasks. For example, does the designation of meeting space fall within the scope of building management or program management? Who then is responsible for making decisions regarding where meeting space is permitted in the Library and who is responsible for making decisions regarding how that meeting space is to be set up or used? Examples of other issues to consider when drafting regulations related to the management of the Library include:

1. Who does the Library Director report to? Who evaluates the Library Director's performance?
2. Who do the staff report to? Who determines what staffing levels are appropriate and what positions are necessary?
3. Should the Trustees or members of the Board of Regents be able to work directly with staff? If so, to what degree?
4. Who is responsible for drafting, adopting and implementing Library policies?
5. Who is responsible for creating and managing Library programs?
6. Who is responsible for management of the Library facility?

7. Who is responsible for setting long term goals for programs, policies and the building? Who is responsible for implementing those?
8. How will members of the Board of Regents be selected? What kind of training/orientation will they have? Will they have term limits?

These issues should not be left open to interpretation. Once these policies, ordinances and/or regulations are in place, I recommend that the City provide initial and ongoing education regarding the same for the Trustees, the members of the Board of Regents, the Director and the staff. Everyone who holds one of these roles should be acutely aware of the expectations of him/her and his/her scope of authority in said role. Moreover, these individuals must be willing to accept the boundaries of his/her role as it relates to the management and operations of the Library. Based on the structure of Walker Memorial Library, no one person should be entirely responsible for all matters related to its operation. However, some will (and should) have more authority than others, and everyone who chooses to continue to be involved must accept that in order for the parties to work together successfully.

Lastly, I would also recommend that in the course of adopting regulations related to the various roles and authority in the management of Walker Memorial Library, that the City develop more formal processes for the selection and appointment of members of the Board of Regents, which include a diverse interview panel, thorough training and ongoing support that enables Board members to fulfil their clearly defined roles. Going forward, the City should be focused on which members of the Library management will be responsible for strategic planning and ensuring that such a plan establishes clear, measurable and achievable goals for the Library that reflect the current needs of the community. There should be clearly communicated expectations as to what resources should be utilized in this planning process, when that should be completed and how frequently it should be updated, and who will be responsible for implementing resulting strategic initiatives. All parties should be working toward the same clearly defined mission and should understand their respective roles in achieving that mission.

## ~~Chapter 19~~

### ~~LIBRARIES<sup>1</sup>~~

#### ~~Sec. 19-1. Board membership of Walker Memorial Library.~~

~~The mayor, by virtue of his/her office, and seven (7) persons to be appointed by him/her, one (1) from each ward of the city and two (2) appointed at large, shall constitute and be known as the Board of Regents of the Walker Memorial Library. (1942 Rev. Code, Ch. XXIII, § 1)~~

#### ~~Sec. 19-2. Board's duties generally.~~

~~The board of regents as established in the preceding section shall discharge all duties incumbent upon the city respecting the Walker Memorial Library, so called, which has been established in the city under the provisions of the last will and testament of Joseph Walker, deceased.~~

~~The board shall meet at the library building, or some other suitable place in the city at such stated time as the majority of the board shall fix, shall keep a full record of their proceedings and provide suitable persons to act as librarians and care for the library building and grounds.~~

~~The board shall, with the cooperation and advice of the trustees appointed by the Judge of Probate for the County of Cumberland under the twenty eighth item of said will, make and adopt suitable rules and regulations respecting the care, use and control of the grounds, building and books belonging to the library; and in the discharge of their official duties may incur such expenses from the appropriations made for the library by the council as are reasonable and proper.~~

~~The compensation of library personnel shall be established by the city council, after considering the recommendations of the board of regents, in a manner consistent with the provisions set forth in a city personnel policy. (1942 Rev. Code, Ch. XXIII, § 1; Ord. of 2-20-73)~~

#### ~~Sec. 19-3. Procedure for filling board vacancies.~~

~~If by reason of death, resignation or removal from the city or removal from office by the mayor, a vacancy in the Board of Regents of the Walker Memorial Library shall occur at any time, the same shall be filled for the unexpired term by appointment from the ward in which the person causing such vacancy resided at the time of his appointment, except that a vacancy in an at large seat may be filled by the appointment of any resident of the city. (1942 Rev. Code, Ch. XXIII, § 1)~~

#### ~~Sec. 19-4. Annual appointment of board members.~~

~~On the first Monday of December, or as soon as may be thereafter, the mayor shall annually appoint one (1) person to serve on the Board of Regents of the Walker Memorial Library, such appointment shall be for five (5) years and shall be made from the ward in which the person lives whose expired term of service caused such vacancy, except for at large members, who may be appointed from any ward. The appointment of at large members shall occur in accordance with Section 19-9. (1942 Rev. Code, Ch. XXIII, § 1)~~

<sup>1</sup> ~~State law reference~~ Public libraries, 27 M.R.S.A. §§ 101-10

~~**Sec. 19-5. Board to submit annual estimate of expenses, report of preceding year.**~~

~~The Board of Regents of the Walker Memorial Library shall annually, in the month of January, lay before the council a careful and detailed estimate of the amount of money that will be needed to defray the expenses of the library for the year ensuing; and shall, on or before the last day of February in each year, submit a full report of their doings for the year preceding, which shall be included in and printed with the city reports. (1942 Rev. Code, Ch. XXIII, § 2)~~

~~**Sec. 19-6. Treasurer's, auditor's duties generally.**~~

~~The city treasurer and the auditor of accounts of the city shall serve in the same capacities for the Board of Regents of the Walker Memorial Library and shall keep separate accounts with the library, which shall be submitted with their annual reports to the city and printed with the same. (1942 Rev. Code, Ch. XXIII, § 3)~~

~~**Sec. 19-7. Chairperson.**~~

~~Each year the Board of Regents shall elect a Chairperson from its membership. The Chairperson, in consultation with the Library Director, shall prepare and distribute an agenda for each meeting. Upon the request of the Mayor, the Chairperson shall submit a report on the performance of the Library Director. The Chairperson or his/her designee shall serve as a member of any search committee for the Library Director.~~

~~**Sec. 19-8. Meetings; quorum.**~~

~~The Board of Regents shall meet monthly or as otherwise determined necessary by the membership. The quorum for conducting business shall consist of four (4) members, but a smaller number may adjourn a meeting to another time and shall provide notice of the new date to those members not in attendance.~~

~~**Sec. 19-9. Transition provision for appointment of at large members.**~~

~~The initial appointment of the two (2) at large members shall occur within ninety (90) days after the adoption of the amendments creating those positions. One member shall be appointed for a term that shall expire in December of the fifth year immediately following the appointment and the other shall be appointed for a term that shall expire in the fourth year immediately following the appointment. After that initial appointment, all appointments, other than those to fill unexpired terms, shall be for five (5) years.~~

~~(Amed 05/02/2016, Order 2016-045)~~

Chapter 19 of the City's Code of Ordinances is hereby repealed and replaced with the following:

## **CHAPTER 19 WALKER MEMORIAL LIBRARY**

### **Sec. 19-1. Walker Memorial Library.**

The Walker Memorial Library is a department of the City of Westbrook and is subject to all terms and conditions of said departments under the City Charter, Code of Ordinances and other rules and policies established by the City.

### **Sec 19-2. Library Director.**

The Mayor shall appoint a Library Director, who shall discharge all duties incumbent upon the city respecting the Walker Memorial Library which has been established in the City under the provisions of the last will and testament of Joseph Walker.

### **Sec. 19-3. Governance.**

The Mayor, the City Council and the Library Director shall make and adopt suitable rules and regulations respecting the care, use and control of the grounds, building and collection of the Walker Memorial Library, with the cooperation and advice of the trustees appointed by the Judge of Probate for the County of Cumberland under the twenty-eighth item of said will.

### **Sec. 19-4. Advisory Committee.**

- a. Establishment of the Advisory Committee. There shall be an Advisory Committee consisting of five (5) members appointed by the Mayor and approved by the City Council. The members of the Advisory Committee shall serve staggered three (3) year terms. For the first set of appointments, one (1) member shall be appointed for a one (1) year term, two (2) members shall be appointed for a two (2) year term and two (2) members shall be appointed for a three (3) year term. New members shall be appointed to hold office from the first Monday in December of each year. The Library Director and the trustees appointed by the Judge of Probate for the County of Cumberland under the twenty-eighth article of the will of Joseph Walker shall serve as ex officio, non-voting members of the Advisory Committee.
- b. Officers. The Advisory Committee shall elect one of its appointed members as the Chair and another of its appointed members as the Vice-Chair at its first meeting after annual appointments occur.
- c. Meetings. The Advisory Committee shall meet four (4) times per year or as otherwise deemed necessary by the Library Director. The Library Director shall prepare and distribute an agenda for each meeting.
- d. Responsibilities of committee. The Advisory Committee shall serve as an advisory board to the Mayor and the City Council. The Advisory Committee will assist the Library Director in identifying community interests and needs as well as in

developing long- and short-term goals for the library, as well as assisting the Library Director in developing library policies for consideration and approval by the City Council. The Advisory Committee shall also have the following responsibilities:

- i. Encourage the public to use the library and its resources.
- ii. Promote cooperation with the Friends of the Walker Memorial Library, members of the public and other interested parties.
- iii. Serve as an advocate for the library with respect to resource allocation and fundraising.

**Sec. 19-5. Fluett Trust.**

The Westbrook City Council shall serve as the trustee of the Gerald C. Fluett Walker Memorial Trust. Financial management responsibilities of said Trust shall be the responsibility of the City of Westbrook's Finance Director, consistent with the provisions of Gerald C. Fluett Walker Memorial Library Trust established by City Council Order 1991-73, adopted on July 1, 1991.



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-57

**AUTHORIZING EXPENDITURE FOR WALKER MEMORIAL LIBRARY FLOOR REPLACEMENT**

That the Westbrook City Council hereby authorizes an expenditure in the total amount of \$43,338.32 to Sherwin-Williams of South Portland, ME for flooring removal and replacement at the Walker Memorial Library.

Funds available in budget lien 40001000-58900-C1907.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## 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: Library Flooring Renovations

REQUESTED BY: Administration

DATE: 05/28/2020

### SUMMARY:

Requesting authorization for flooring removal and replacement at the Walker Memorial Library with Sherwin Williams not to exceed \$43,338.32.

### BUDGET LINES AFFECTED (IF APPLICABLE):

40001000-58900-C1907

*SMM*  
*OK*



SHERWIN-WILLIAMS.  
Floorcovering

## FLOORCOVERING PRICE QUOTATION

Account #: 6776-1923-1

WESTBROOK F/C\*CITY OF  
2 YORK ST  
WESTBROOK, ME 040924750  
(207) 854-0638

02/23/2017

Quote #: 4856967

INSTALLATION ADDRESS:  
800 MAIN STREET  
WESTBROOK, ME 04092

**Project:** LIBRARY-CARPET TILE AREAS

We are pleased to quote you as follows:

AREA	DESCRIPTION	COLOR/ PATTERN	SIZE	SQ FT QTY	PRICE/ SQ FT	EXT. PRICE	TAX %
ADHESIVE	5001 TILE ADHESIVE	-	4 GL PLS	15	\$95.00	\$1,425.00	0.0
CARPET TILE	CARPET TILE-5 OPTIONS	TBD	192 BOX	9216	\$2.35	\$21,657.60	0.0
TRANSITIONS	TRANSITION/STAIR NOSE	TBD/SILVER	5 PIECES	5	\$24.00	\$120.00	0.0
COVE BASE	4" COVE BASE W/TOE	TBD	800 LFT	800	\$0.65	\$520.00	0.0

MISC ACCESSORIES / LABOR CHARGES	QTY	UNIT PRICE	EXT. PRICE	TAX %
*FURNITURE/BOOKS ETC...TO BE MOVED BY CUSTOMER	1	\$0.00	\$0.00	0.0
LABOR-RIP UP/DISPOSAL EXISTING CARPET-TILE/PREP/INSTALL NEW	1	\$9,216.00	\$9,216.00	0.0
*AFTER HOURS/WEEKEND INSTALL.....	1	\$0.00	\$0.00	0.0

SUBTOTAL: \$32,938.60

TAX: \$0.00

TOTAL: \$32,938.60

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

Note: All prices are per gallon/unit.

### TERMS OF THE SALE

Quotation Expires: 10/31/2019

Terms: As Agreed

By: Christopher Wirth

Store Address: 2325 BROADWAY STE 2

City: SOUTH PORTLAND State: ME Zip: 04106 3362

Store Number: 5342

Phone: (207) 773-5462

Territory #: 100

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by SHERWIN-WILLIAMS. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by SHERWIN-WILLIAMS. We request that it not be copied or shared with others outside your firm.



## FLOORCOVERING PRICE QUOTATION

Account #: 6776-1923-1

09/23/2019

WESTBROOK F/C\* CITY OF  
2 YORK ST  
WESTBROOK, ME 040924750  
(207) 854-0638

Quote #: 4856996

INSTALLATION ADDRESS:  
800 MAIN STREET  
WESTBROOK, ME 04092

**Project:** LIBRARY-STAIR TREADS/RISERS

**We are pleased to quote you as follows:**

AREA	DESCRIPTION	COLOR/ PATTERN	SIZE	SQ FT QTY	PRICE/ SQ FT	EXT. PRICE	TAX %
4' STAIR TREADS	RSD RND RUBBER TREADS	BLACK	22 @ 4'	22	\$50.35	\$1,107.70	0.0
4' RISERS	7" VINYL RISERS	BLACK	7" RISER	2	\$105.00	\$210.00	0.0
TREAD ADHESIVE	965 ADHESIVE	-	1 PAIL	1	\$150.00	\$150.00	0.0
NOSE EPOXY	NOSE EPOXY TREADS	-	-	2	\$37.50	\$75.00	0.0
LANDING	RSD RND RUBBER TILE	BLACK	15 TILES	15	\$28.50	\$427.50	0.0
LANDING	4" COVE BASE W/TOE	BLACK	32 LFT	32	\$0.65	\$20.80	0.0

MISC ACCESSORIES / LABOR CHARGES	QTY	UNIT PRICE	EXT. PRICE	TAX %
RIP UP/DISPOSAL EXISTING TREADS/RISERS/TILE-INSTALL NEW	1	\$500.00	\$500.00	0.0

SUBTOTAL: \$2,491.00

TAX: \$0.00

TOTAL: \$2,491.00

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

Note: All prices are per gallon/unit.

**TERMS OF THE SALE**

Quotation Expires: 11/30/2019

Terms: As Agreed

By: Christopher Wirth

Store Address: 2325 BROADWAY STE 2

City: SOUTH PORTLAND State: ME Zip: 04106 3362

Store Number: 5342

Phone: (207) 773-5462

Territory #: 100

**NOTICE:** Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by SHERWIN-WILLIAMS. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by SHERWIN-WILLIAMS. We request that it not be copied or shared with others outside your firm.



## FLOORCOVERING PRICE QUOTATION

Account #: 6776-1923-1

09/23/2019

Quote #: 4857004

WESTBROOK F/C\*CITY OF  
2 YORK ST  
WESTBROOK, ME 040924750  
(207) 854-0638

INSTALLATION ADDRESS:  
800 MAIN STREET  
WESTBROOK, ME 04092

**Project:** LIBRARY-KIDS ROOM

**We are pleased to quote you as follows:**

AREA	DESCRIPTION	COLOR/ PATTERN	SIZE	SQ FT QTY	PRICE/ SQ FT	EXT. PRICE	TAX %
KIDS ROOM	COMMERCIAL LVP 28 MIL	TBD	50 BOXES	1750	\$2.39	\$4,182.50	0.0
MEETING SPACE	LVP ADHESIVE	-	-	1750	\$0.25	\$437.50	0.0
COVE BASE	4" COVE BASE W/TOE	TBD	240 LFT	240	\$0.65	\$156.00	0.0
TRANSITIONS	TRANSITIONS	TBD	1 PIECE	1	\$24.72	\$24.72	0.0
PATCH/PRIMER	ECO 2 PRIMER/FINAL FIN	-	6/4	1	\$250.00	\$250.00	0.0

MISC ACCESSORIES / LABOR CHARGES	QTY	UNIT PRICE	EXT. PRICE	TAX %
*subfloor work extra if needed	1	\$0.00	\$0.00	0.0
INSTALL COVE BASE	1	\$120.00	\$120.00	0.0
RIP UP EXISTING DG CARPET (PREP FOR PLANK)	1	\$550.00	\$550.00	0.0
INSTALL LVP	1	\$2,188.00	\$2,188.00	0.0
*CAN SUBSTITUTE FOR 12 MIL LVP DEDUCT \$2100.00	1	\$0.00	\$0.00	0.0

SUBTOTAL: \$7,908.72  
TAX: \$0.00  
TOTAL: \$7,908.72

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.  
Note: All prices are per gallon/unit.



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-58

**AUTHORIZING RECREATION AND CONSERVATION COMMISSION EXPENDITURE FOR PRIDE PRESERVE  
PROJECT, PHASE II**

That the Westbrook City Council hereby authorizes a Recreation and Conservation Commission expenditure in an amount not to exceed \$55,000 to the Presumpscot Regional Land Trust to support Phase II efforts of the Pride Preserve Project as outlined in the attached exhibit.

Funds available in the budget lines described in the attached exhibit.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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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:** Pride Preserve Phase II - PRLT Funding Request - Open Space Funds

**REQUESTED BY:** Jennie Franceschi

**DATE:** 05/22/2020

### SUMMARY:

See Attached Memo

### Budget Lines Affected:

- 28001820-59000-02803 - Vance/Fox Knoll - \$3,958.00
- 28001820-59000-02805 - Riverfront Lofts - \$140.00
- 28001820-59000-02806 - CR Dev/Wilson Drive - \$1,211.00
- 28001820-59000-02807 - HW Land Co/Victoria Drive - \$4,400.00
- 28001820-59000-02813 - Longfellow - \$3,845.00
- 28001820-59000-02816 - Mayberry Heights Condo - \$2,459.00
- 28001820-59000-02817 - Knight Street - \$2,181.00
- 28001820-59000-02819 - Grace Estates - \$1,718.38
- 28001820-59000-02820 - Profenno's - \$2,458.00
- 28001820-59000-02821 - Harrisburg - \$1,857.00
- 28001820-59000-02828 - East Bridge Street - \$4,202.00
- 28001820-59000-02830 - 261 Pride Street - \$4,438.62
- 28001820-59000-02829 - Berkshire Way Subdivision Ext - \$22,132

*Funds Available*

### BUDGET LINES AFFECTED (IF APPLICABLE):

See above



**PLANNING & CODE ENFORCEMENT**

**MEMO**

DATE: May 22, 2020

TO: Mayor, City Council  
FROM: Jennie P. Franceschi, City Planner & Rebecca Spitella, Asst. Planner  
Cc: City Administrator, City Clerk

RE: Recreation & Conservation Commission – Presumpscot Regional Land Trust – Funding Request

Attached: – Memo and budget from Presumpscot Regional Land Trust dated May 21, 2020

At their May 20, 2020 meeting, the Recreation and Conservation Commission heard a request for a funding proposal prepared by the Presumpscot Regional Land Trust (PRLT) regarding Phase II of the ongoing Pride Preserve Project.

**Background:**

The Pride Preserve began as a donation to PRLT of approximately 34 acres of land Wayne Nelson to satisfy the open space requirement associated with a 7-lot subdivision along Duck Pond Road (approved December 2018) and now 154 acres of private land owned by Florence Hawkes is set to be donated to add to this project.

On May 6, 2020, the City Council, with support by the Recreation and Conservation Commission, approved the allocation of \$16,000 of open space fees to Pride Preserve Phase I for the costs associated with the acquisition of the 34-acres of land associated with the Nelson subdivision and the construction of a 1-mile trail loop.

The Presumpscot Regional Land Trust has since expanded the project beyond Phase I due to the proposed donation of the Hawkes land, which provides a contiguous connection between the Nelson land and approximately 60-acres of conserved land located in Falmouth. Upon completion, the Pride Preserve project will provide an additional 188-acres of conserved land, doubling the current amount of conserved land located within the City, and provide over 3-miles of loop trail systems for public recreation. As part of the 2018 subdivision approval, trail access is provided via an 8-vehicle parking lot located off of Duck Pond Road.

On May 20, 2020 the Recreation and Conservation Commission voted unanimously in favor to allocate open space funds to the Presumpscot Regional Land Trust in an amount not to exceed \$55,000 to cover costs related to the Pride Preserve Project.

**Request:**

The Recreation and Conservation Commission is requesting the City Council approve the disbursement of open space funds in an amount not to exceed \$55,000 for the following purposes:

\$15,000	Land Survey
\$20,000	Stewardship & Legal Fund (ongoing stewardship)

\$5,000	Project management and land management plan
\$15,000	Recreation (Trailhead, 3-miles of multi-use trail, kiosks, bridges and signage)

**Budget Lines Affected:**

- 28001820-59000-02803 – Vance/Fox Knoll - \$3,958.00
- 28001820-59000-02805 – Riverfront Lofts - \$140.00
- 28001820-59000-02806 – CR Dev/Wilson Drive - \$1,211.00
- 28001820-59000-02807 – HW Land Co/Victoria Drive - \$4,400.00
- 28001820-59000-02813 – Longfellow - \$3,845.00
- 28001820-59000-02816 - Mayberry Heights Condo - \$2,459.00
- 28001820-59000-02817 – Knight Street - \$2,181.00
- 28001820-59000-02819 – Grace Estates - \$1,718.38
- 28001820-59000-02820 – Profenno’s - \$2,458.00
- 28001820-59000-02821 – Harrisburg - \$1,857.00
- 28001820-59000-02828 – East Bridge Street - \$4,202.00
- 28001820-59000-02830 – 261 Pride Street - \$4,438.62
- 28001820-59000-02829 – Berkshire Way Subdivision Ext - \$22,132



# Presumpscot Regional Land Trust

May 21, 2020

To: City of Westbrook, City Council

From: Presumpscot Regional Land Trust, Rachelle Curran Apse, Executive Director

Re: Pride Preserve Phase Two

## INTRODUCTION

The Presumpscot Regional Land Trust engages with communities to conserve, steward, and provide access to local lands and clean water for current and future generations to enjoy. We are a community-based nonprofit primarily serving Westbrook, Gorham, Gray, Standish, and Windham. We hold 1,650 acres of conserved lands with 14 free public access preserves that include trails and water access. We are the water stewards of the Presumpscot River watershed and we coordinate the Sebago to the Sea Trail, a 28-mile trail from Standish through Westbrook to Portland.

## PRIDE PRESERVE PROJECT

The Land Trust has been offered an incredible opportunity to forever conserve 188 acres of land in Westbrook: for outdoor recreation, to protect diverse wildlife habitat and clean water, and to provide a place for youth to experience the outdoors, for generations to come.

This is the largest remaining undeveloped forestland in Westbrook. With few large undeveloped parcels left in the city, the Pride Preserve project is an opportunity to nearly double the conserved land in the city - this type of opportunity will not come again.

Thanks to the large size of this potential sanctuary within an urban area, the diverse forested land provides important habitat for mammals like deer and fox. Minnow Brook meanders through the property, contributing clean water to the Presumpscot River and providing valuable habitat for species such as muskrat, otter, great blue heron, songbirds, brook trout, and American eels. Ponds and wetlands provide habitat for species such as spring peepers, spotted salamanders and leopard frogs – amphibians that are declining quickly, due to habitat loss.

The public can also look forward to a three-mile multi-use trail network for walking, trail running, mountain biking, bow hunting, snowmobiling, snowshoeing, and skiing. The land abuts the Hardy Road Conservation Area in Falmouth and these new trails will connect to 60 acres of conserved land and existing trails in Falmouth.

## PROJECT PHASE ONE

The Pride Preserve project is composed of two adjacent parcels. In 2018 Wayne Nelson the owner of land along Duck Pond Road asked us to consider accepting 34 acres of open space land he plans to donate to satisfy his open space requirement. At the same time Florence Hawkes who owns 154 acres of adjacent land informed us she would like to generously donate her land for conservation to the Land Trust in her will. We expected this to be a two phased project and came to WRCC in October 2018 with a request for \$16,000 to fund phase one of the Pride Preserve project. The City of Westbrook through WRCC generously donated these funds.

## PROJECT PHASE TWO

We received great news this winter that Florence Hawkes decided she wants to make her generous land donation to the Land Trust now. This project is urgent because Florence Hawkes is 96 years old. The Land Trust could not be more delighted and responded by kicking off the public campaign for the project in March, which unfortunately coincided with the beginning of the shelter in place order in Maine. As part of launching the public campaign this project was featured in the American Journal on March 11<sup>th</sup> with a quote from City Administrator, Jerre Bryant, "The Pride Preserve project is an exceptional opportunity to conserve land and create a new recreational area in Westbrook that may never happen at this magnitude

again.” Even during the pandemic, this project has inspired widespread support with over 100 individuals giving \$25,000 in the last two months. The Land Trust now has \$55,000 to raise to fund this project.

The Land Trust had planned to raise the remaining funds from two private foundations. Prior to the pandemic, both foundations stated this project is exactly the type of project they wanted to fund. Since the pandemic, Fields Pond Foundation announced they would not fund our request and they stopped funding all projects until further notice. Cornelia Warren Community Association’s funding is currently on hold and they will not consider funding any projects until their board decides to meet again, with no date set. For the foreseeable future, private foundations are typically either not funding projects at all or only funding emergency pandemic relief funds.

FUNDING REQUEST TO THE CITY OF WESTBROOK THROUGH WRCC

We are now coming to the City of Westbrook through WRCC to ask you to consider in this unprecedented time funding the remainder of the Pride Preserve campaign: \$55,000. If funded the Land Trust will be able to close within two weeks of final funding approval, as a result, Pride Preserve can open to the public by fall 2020. While we know this is a significant ask, we also recognize this conservation project is larger than any the City of Westbrook has ever seen before or will ever see again. This project is twice the acreage of the City Forest. In a unique time where our usual funding sources have disappeared, we are asking the City of Westbrook through WRCC to consider providing the final funding to make this project a reality. If funded, as a thank you, the Land Trust will be glad to prominently feature the City of Westbrook and WRCC on the trailhead kiosk as we did with Cornelia Warren Community Association who donated to our Mill Brook Preserve South project last year.

PRIDE PRESERVE PROJECT BUDGET

COSTS

- \$427,000 Acquisition of 188 acres (Nelson 34 acres, Hawkes 154 acres)
- \$10,000 Closing costs: legal fees, title insurance
- \$35,000 Land survey
- \$31,000 Stewardship & legal fund: ongoing stewardship
- \$10,000 Project management and land management plan
- \$5,000 Wildlife habitat enhancements (pollinator gardens, bat roosting boxes, native plants)
- \$30,000 Recreation (Trailhead, 3 miles of multi-use trail, kiosks, bridges, and signage)

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\$548,000 Total Pride Preserve Project Costs

FUNDS

- \$277,000 In-kind donation from Florence Pride Hawkes for land
- \$170,000 In-kind donation from Wayne Nelson for land and parking area
- \$16,000 City of Westbrook Recreation and Conservation Commission, phase one
- \$3,000 Morton-Kelly Charitable Trust
- \$2,000 Margaret E. Burnham Charitable Trust
- \$25,000 Individuals gifts from Westbrook and surrounding town residents

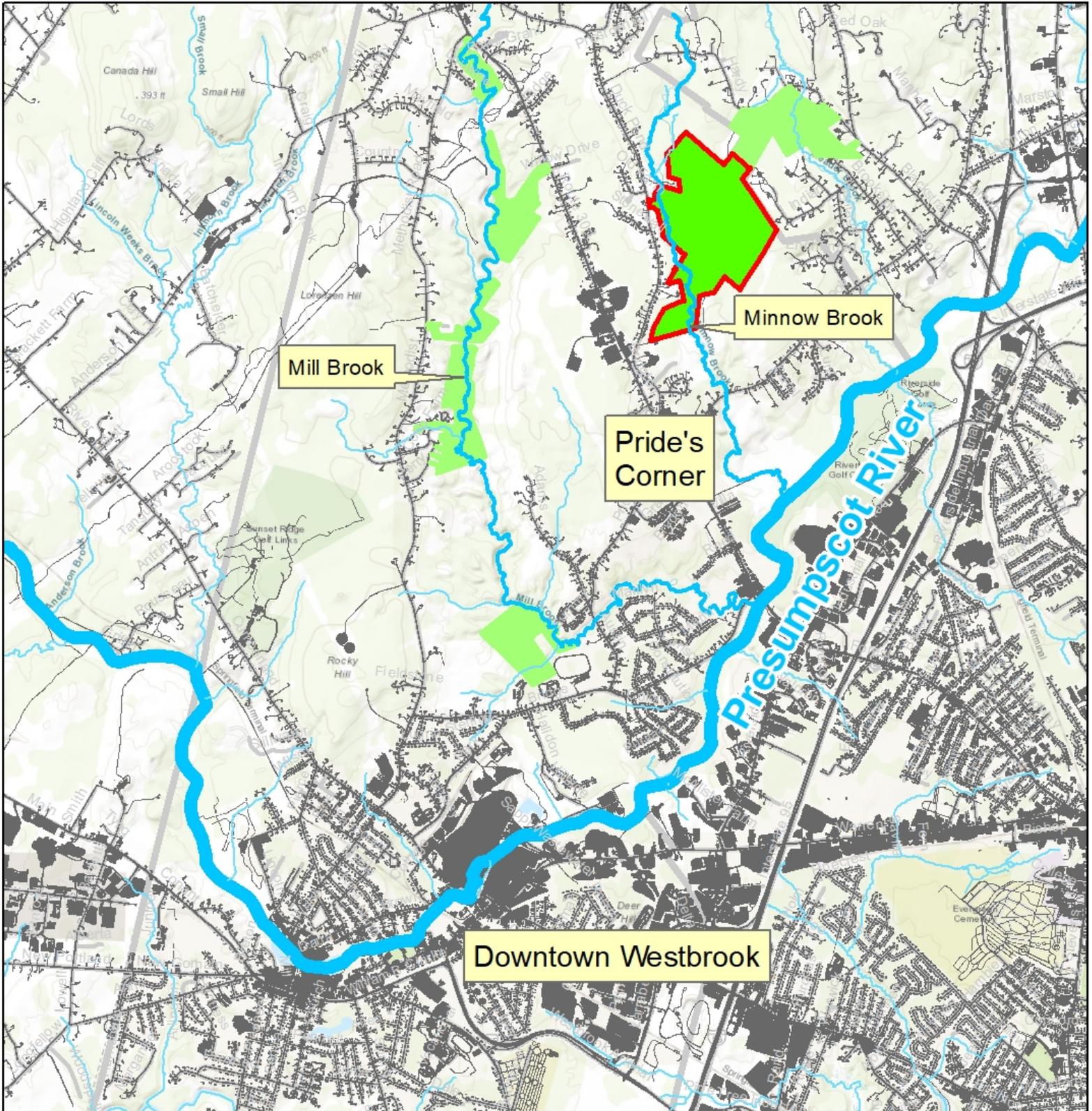
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\$493,000 Pride Preserve Project Income as of May 13, 2020

\$55,000 Remaining Pride Preserve Project Income needed and request to the City of Westbrook through WRCC

- For more information on this project, photos, news articles, and maps go to: [www.prlt.org/pridepreserve](http://www.prlt.org/pridepreserve)
- To watch the virtual tour, go to: [www.prlt.org/pridevirtualltour](http://www.prlt.org/pridevirtualltour)

# Pride Preserve Project, Westbrook

## Geographic Context and Development



 Potential Pride Preserve  Other Conserved Land

0 0.5 1 2 Miles

# Pride Preserve Project, Westbrook Habitat and Recreation Values



- - - Family-Friendly Trail
- - - Walking and Mountain Biking Trail
- - - Multi-Use and Snowmobile Trail
- American Eel Habitat
- Significant Wetlands
- Adjacent Conserved Land
- Potential Pride Preserve



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

**Date: June 1, 2020**

**Order: 2020-59**

**AUTHORIZING AWARD OF BID FOR LONGFELLOW STREET SEWER REPLACEMENT PROJECT**

That the Westbrook City Council hereby authorizes an award of bid for the Longfellow Street Sewer Replacement project to DDI Construction, LLC of Gorham, ME in the total amount of \$99,500.

Funds available in budget line 80003250-57400.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## 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 Longfellow Street Sewer Replacement

**REQUESTED BY:** Katherine Kelley

**DATE:** 05/21/2020

### SUMMARY:

The Department of Engineering & Public Services requests authorization to contract with DDI Construction, LLC of Gorham in the amount of \$99,500.00. DDI Construction, LLC was the lowest of four bidders with Dearborn Construction, Inc. of Buxton being the second lowest. This work consists of open trench work to replace approximately 365 LF of sewer pipe and two manholes.

**BUDGET LINES AFFECTED (IF APPLICABLE):**

80003250 57400

*OK GMM*

## ADVERTISEMENT FOR BIDS

City of Westbrook

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Westbrook, ME

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2020 Longfellow Street Sewer Replacement

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### **Overview**

The City of Westbrook, Maine is seeking proposals from qualified contractor to perform sewer replacement work. The work consists of replacement of approximately 365 LF of sewer pipe on Longfellow Street and two manholes. All lines have been closed caption televised (CCTV) and videos will be made available to Contractors by contacting Katherine Kelley, Wastewater Division Manager, by email at [kkelley@westbrook.me.us](mailto:kkelley@westbrook.me.us). A thumb drive will be sent with all the videos to the provided address.

Bids will be received for a single prime Contract. Bids shall be on a lump sum basis.

The Issuing Office is City of Westbrook City Hall, 2 York Street, Westbrook, ME 04092, ATTN: Katherine Kelley. Digital Copies of the Bidding Documents should be obtained by contacting Katherine Kelley at [kkelley@westbrook.me.us](mailto:kkelley@westbrook.me.us).

To be considered a responsive Bidder, the Contractor shall have obtained at least one set of Bidding Documents from the Issuing Office. The Bid will not be awarded to a Bidder unless a record for obtaining at least one set of Bidding Documents exists in the Issuing Office. To meet this requirement and to establish the record of receipt, a prospective Bidder must obtain Bidding Documents using the name that is to appear on the Bid Form.

All questions shall be directed, in writing, to Katherine Kelley at least three (3) business days before the opening date. Questions received after this time will not be addressed. Responses from the City that substantially alter this RFP will be issued in the form of a written addendum to all those that have expressed interest in the project. Oral explanations or interpretations given before the award of contract will not be binding.

The City of Westbrook reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interests of the City.

### **Deadline**

Bids for the 2020 Longfellow Street Sewer Replacement will be received by the City of Westbrook until **10:00 AM on Friday May 15, 2020**, at which time the bids will be publicly opened.

### **Submission Details**

All bids must be placed in sealed envelopes marked "Longfellow St Sewer Bid".

Bids may be submitted in one of two ways:

- **Drop Off.** Sealed bid envelopes may be placed in the drop box located at City Hall (2 York Street) at the Code Enforcement entrance to the building. Please ring the doorbell to alert staff to your submission. The drop box is available Monday – Friday during the hours of 7:30 AM – 4:00 PM.
- **Mail.** Sealed bids envelopes may be submitted by mail to: City Clerk’s Office, 2 York Street, Westbrook, ME 04092.

**Public Opening**

The public opening of the sealed bids will occur through the Zoom videoconferencing platform. Click the following link to access the public meeting at 10:00 AM on Friday May 15, 2020:

<https://zoom.us/j/96300716074>

DDI CONSTRUCTION LLC  
166 Narragansett Street  
Gorham, Maine 04038  
207-839-2631  
E-mail [chris@ddihomes.com](mailto:chris@ddihomes.com)

Date May 15, 2020

Proposal-Bid: Longfellow Street Sewer Replacement

Location: Longfellow Street- Town of Westbrook- Maine

To City of Westbrook- Maine

Scope of work:

Work includes: Replace the section of sewer MH 101\_386A to 101\_391 approx. 365 LF of pipe and two manhole structures. *Per Specs in Bidding packet*

1 week for completion

See our website: Rates charged for any additional task(s) that may be added to the scope of the project.

See attached sheet for references

Base Price \$ 99,500.00

This proposal may- be withdraw by contractor if not accepted with 30 days. All materials are guaranteed to be specified, all work to be completed in a professional manner in accordance to standard practice. Any alterations or deviation from above specifications involving extra costs will be executed only upon written change orders. All change orders will need to be signed. Owner to carry all necessary insurance. Our workers are fully covered by workers compensation insurance.

Authorized Signature  
DDI Construction, LLC.

Owner

 Susan Duchaine  
*President*

Date 5-15-2020

Date \_\_\_\_\_

DDI CONSTRUCTION  
166 NARRAGANSETT STREET  
GORHAM, MAINE 04038  
207-839-2631

REFERENCES:

Zachau Construction      Chad Merritt      207-865-9925  
Project: Maine Optometry Gorham

Benchmark Construction Sam Rush      207-591-7600  
Project: Larrabee Commons

Top Fuels      Dana Lampron      207-310-0035  
Project: Car Wash



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

**Date: June 1, 2020**

**Order: 2020-60**

**AUTHORIZING EXPENDITURE FOR SEWER LINE INSPECTIONS**

That the Westbrook City Council hereby authorizes an expenditure in the amount of \$3,232.48 to EcoClean The Sewer & Drain Specialist of Portland, ME for inspection of the new sewer lines on New Gorham Road and Fairlawn Avenue, of which \$1,616.24 representing half of the total bill shall be reimbursed by Gorham Sand & Gravel.

Funds available in budget line 480003250-58900-B702

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

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## 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 to Authorize Payment for 2018 CSO Project

**REQUESTED BY:** Katherine Kelley

**DATE:** 05/21/2020

**SUMMARY:**

The Department of Engineering & Public Services requests authorization to pay EcoClean of Portland \$3,232.48 for televising the lines on New Gorham Road and Fairlawn Avenue. Half of this payment will be divided with Gorham Sand & Gravel.

**BUDGET LINES AFFECTED (IF APPLICABLE):**

480003250 58900 B1702

OK SM



EcoClean The Sewer & Drain Specialist  
 P.O. Box 10255  
 Portland, ME 04104

**Invoice #**  
**36961051320**

Phone # 207-310-8429 Fax # 207-467-3166  
 E-mail office@ecoclean1.com  
 Web Site www.ecoclean1.com

Date	5/13/2020
Terms	Net 30

Billing Information		Service Address		Due Date	6/12/2020
City of Westbrook Wastewater Division Diana Brown 2 York Street Westbrook, ME 04092		City of Westbrook New Gorham Rd Westbrook, ME 04092		P.O. #	
				W.O. #	
				Rep	G&C
Customer Contact	Katherine Kelle ext. 3012	Customer Alt. Contact	Katherine Kelle Cell		
Customer Phone	(207) 854-0660	Customer Alt. Phone	(207) 805-4124		
Customer Fax		Add. Contact			
Customer E-mail	dbrown@westbrook.me.us	Add. Phone			
				Project	
				Mainline TV New Gorham Rd - 12907	

Description	Qty	Rate	Amount
Mainline Pan and Tilt Color Camera for 6"- 68"+ Lines, Minimum Charge, includes technicians	1	450.00	450.00
Mainline Pan and Tilt Color Camera for 6"- 68"+ Lines Per Foot Charges	3,440.6	1.00	3,440.60
Hourly charges to produce thumb drive reports containing: top view report with photos.pdf, video.mpg & inspection data.ptd files. Per 3,000'. NASSCO PACP certified.	1	150.00	150.00
Use mainline camera to televise and inspect the new sewer on New Gorham Rd. -minor sags, grease and material, deformed -trough in 101_716 is high holding water back upstream -30% sag 101_713-101_712 -50% sag 101_711-101_710 -30% sag 101_702-101_701 -heavy material 101_700-101_384 -heavy infiltration around inlet pipe to 101_384 Fairlawn Ave. -20% sags with no water flow 101_708-101_706 Left thumb drive: Westbrook 20% Discount			-808.12

Thank you for your business.

All jobs are COD at time of service unless stated otherwise. All costs of collection, including but not limited to lien costs, collection commissions, and attorney fees, shall be the responsibility of the customer and shall be paid by the customer in addition to the outstanding balance and interest owed. All late payments will incur a fee of 1.7% per month (20.4% per year). Also, a fee of \$25.00 will be added to any returned checks.

Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$3,232.48</b>

EcoClean, LLC - P.O. Box 10255 - Portland, Maine 04104 - Fax: (207) 467-3166 - Email: office@ecoclean1.com



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-61

**AUTHORIZING CONSOLIDATION OF MAINE PUBLIC EMPLOYEES RETIREMENT SYSTEM (MEPERS)  
RESERVE FUND INTO GENERAL FUND BALANCE AND REPEAL OF COUNCIL ORDERS 2015-77 AND 2019-**

**79**

That the Westbrook City Council hereby authorizes the consolidation of the Maine Public Employees Retirement System (MePERS) Reserve Fund into the General Fund, and further orders that City Council Orders 2015-77 adopted on August 24, 2015 and 2019-79 adopted on May 6, 2019 are hereby repealed.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-62

**AUTHORIZING THE USE OF UNDESIGNATED GENERAL FUND BALANCE TO PAY OFF LEASE PURCHASE AGREEMENTS AND AUTHORIZED CAPITAL PURCHASES**

That the Westbrook City Council hereby authorizes the use of undesignated general fund balance to pay off outstanding lease/purchase agreements and authorized capital purchases at a total cost of \$960,132.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor

## ISSUER COMMENT

4 May 2020

### RATING

#### General Obligation (or GO Related) <sup>1</sup>

Aa3 No Outlook

### Contacts

Enrique Cavazos +1.212.553.1976  
Associate Lead Analyst  
enrique.cavazos@moodys.com

Thomas Jacobs +1.212.553.0131  
Senior Vice President/Manager  
thomas.jacobs@moodys.com

### CLIENT SERVICES

Americas 1-212-553-1653  
Asia Pacific 852-3551-3077  
Japan 81-3-5408-4100  
EMEA 44-20-7772-5454

## City of Westbrook, ME

### Annual Comment on Westbrook

#### Issuer Profile

The City of Westbrook is located in Cumberland County in southern Maine, just west of the Portland metro area. The county has a population of 290,944 and a moderate population density of 348 people per square mile. The county's median family income is \$89,887 (1st quartile) and the February 2020 unemployment rate was 3% (1st quartile) <sup>2</sup>. The largest industry sectors that drive the local economy are health services, retail trade, and professional/scientific/technical services.

We regard the coronavirus outbreak as a social risk under our environmental, social and governance framework, given the substantial implications for public health and safety. We do not see any material immediate credit risks for Westbrook. However, the situation surrounding coronavirus is rapidly evolving and the longer term impact will depend on both the severity and duration of the crisis. If our view of the credit quality of Westbrook changes, we will update our opinion at that time.

#### Credit Overview

Westbrook has a solid credit position, and its Aa3 rating is equal to the US cities median of Aa3. Key credit factors include a robust financial position, an average wealth and income profile and a sizable tax base. It also reflects an manageable pension liability and an elevated debt burden.

**Finances:** The financial position of Westbrook is solid and is consistent with respect to the assigned rating of Aa3. The cash balance as a percent of operating revenues (54.2%) is above the US median, and increased between 2015 and 2019. However, the city's fund balance as a percent of operating revenues (24.8%) is slightly below the US median. That said, the nominal size of the city's reserves is well above average.

**Economy and Tax Base:** The coronavirus pandemic is driving an unprecedented economic slowdown. We currently forecast real US GDP to decline significantly over the first and second quarters of 2020, but a more moderate decline for the full year. Local governments with the highest exposure to the tourism, health care, consumer and international trade sectors could suffer particularly severe impacts.

Westbrook has a healthy economy and tax base, which are aligned with its Aa3 rating. The full value per capita (\$113,015) is roughly equivalent to the US median, and grew from 2015 to 2019. Moreover, the median family income equates to 101.7% of the US level. Lastly, the total full value (\$2.1 billion) is consistent with other Moody's-rated cities nationwide.

**Debt and Pensions:** The pension liability of Westbrook is low and is favorable in comparison to the assigned rating of Aa3. The Moody's-adjusted net pension liability to operating revenues (0.48x) is materially below the US median, but rose slightly from 2015 to 2019. On the other hand, the city has a sizable debt burden that is unfavorable with respect to its Aa3 rating. The net direct debt to full value (3%) is much higher than the US median.

**Management and Governance:** Maine Cities have an institutional framework score <sup>3</sup> of "Aa", which is strong. The sector's major revenue source of property taxes are subject to a cap, which can be overridden at the local level. The cap is based on statewide personal income growth and local property growth. The cap allows for moderate revenue-raising ability. Taxes raised for school purposes, including school debt service, are not subject to the cap. Unpredictable revenue fluctuations tend to be minor, or under 5% annually. Across the sector, fixed and mandated costs are generally less than 25% of expenditures. Fixed costs are driven mainly by debt service. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

### Sector Trends - Maine Cities

Maine's economy continues to underperform, resulting in slow state revenue growth and therefore marginal increases in state aid to cities. As a result, cities will continue to increase property taxes, within the limits of the state-wide property tax cap, to fund expenditure growth. Positively, most cities have excess levy capacity under the cap that could mitigate future unexpected declines in state aid. Property values are stable, but new growth remains limited. Cities will only experience slight benefits from employment growth as this growth is primarily in low paying jobs.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody.com](http://www.moody.com) for the most updated credit rating action information and rating history.

## EXHIBIT 1

Key Indicators [4](#) [5](#) Westbrook

	2015	2016	2017	2018	2019	US Median	Credit Trend
<b>Economy / Tax Base</b>							
Total Full Value	\$1,838M	\$1,884M	\$1,945M	\$2,017M	\$2,144M	\$1,904M	Improved
Full Value Per Capita	\$103,568	\$102,415	\$107,171	\$106,340	\$113,015	\$94,106	Improved
Median Family Income (% of US Median)	90%	100%	102%	102%	102%	111%	Improved
<b>Finances</b>							
Available Fund Balance as % of Operating Revenues	13.6%	27.2%	29.3%	27.3%	24.8%	34.6%	Improved
Net Cash Balance as % of Operating Revenues	48.5%	50.8%	41.3%	81.8%	54.2%	39.6%	Improved
<b>Debt / Pensions</b>							
Net Direct Debt / Full Value	2.7%	2.9%	2.5%	3.5%	3.0%	1.1%	Stable
Net Direct Debt / Operating Revenues	0.84x	0.76x	0.79x	1.06x	0.93x	0.84x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.7%	1.1%	1.5%	1.6%	1.6%	1.9%	Weakened
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.21x	0.30x	0.48x	0.50x	0.48x	1.56x	Stable

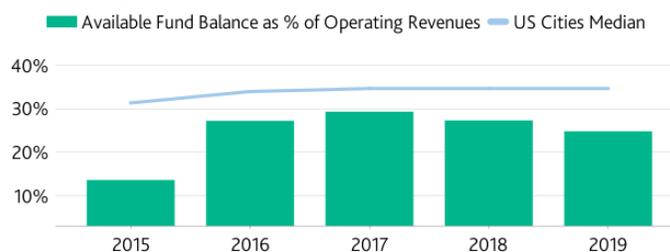
  

	2015	2016	2017	2018	2019	US Median
<b>Debt and Financial Data</b>						
Population	17,754	18,402	18,156	18,974	18,974	N/A
Available Fund Balance (\$000s)	\$8,014	\$19,389	\$18,311	\$18,148	\$17,390	\$8,028
Net Cash Balance (\$000s)	\$28,494	\$36,181	\$25,832	\$54,370	\$37,985	\$9,530
Operating Revenues (\$000s)	\$58,732	\$71,280	\$62,498	\$66,481	\$70,105	\$23,172
Net Direct Debt (\$000s)	\$49,466	\$54,166	\$49,252	\$70,635	\$64,917	\$19,139
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$12,428	\$21,480	\$29,882	\$33,140	\$33,628	\$35,448

Source: Moody's Investors Service

## EXHIBIT 2

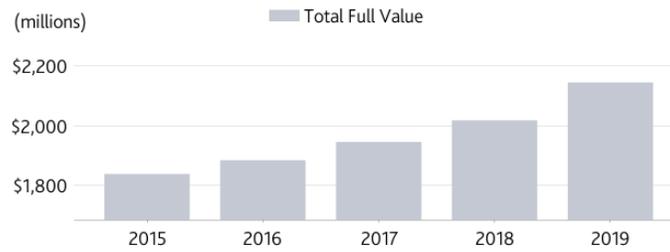
## Available fund balance as a percent of operating revenues increased from 2015 to 2019



Source: Issuer financial statements; Moody's Investors Service

## EXHIBIT 3

## Full value of the property tax base increased from 2015 to 2019



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## EXHIBIT 4

## Moody's-adjusted net pension liability to operating revenues increased from 2015 to 2019



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## Endnotes

- The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
  - The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.
- The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.
- The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(December 2016\)](#) methodology report for more details.
  - For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
  - The medians come from our most recently published local government medians report, [Medians - Tax base growth underpins sector strength, while pension challenges remain \(May 2019\)](#) which is available on Moody's.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

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## CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

**City of Westbrook**  
**Pay off Lease Purchase Agreements and Authorized Capital Purchases**  
**Budget FY21**

<b>LEASES</b>		<b>Council Orders</b>	<b>Total Lease Amount</b>	<b>1st pmt</b>	<b>Timing</b>	<b>Buyout</b>
<b>Police:</b>						
<b>10002110-54420</b>						
1 - 2018 Ford Expedition Cruisers	Androscoggin Bank	2018-032	\$49,877.00	9/6/2019	Annual	18,708.67
1 - 2018 Dodge Charger	Androscoggin Bank	2017-140	\$41,666.00	8/1/2019	Annual	14,450.26
2017 Ford Explorer Interceptors	Androscoggin Bank	2018-156	\$56,730.00	4/25/2019	Annual	19,690.26
1-2018 Dodge Charger	Androscoggin Bank	2018-156	\$53,530.00	4/19/2019	Annual	18,577.66
Watchguard Camera Sys	Androscoggin Bank	2019-093	\$101,310.95	7/2/2019	Annual	76,459.70
						<b>147,886.55</b>
<b>Fire:</b>						
<b>10002210-54420</b>						
2019 Ambulance Remount	Androscoggin Bank	2018-091	\$ 127,050.00	3/1/2019	Annual	73,817.96
						<b>73,817.96</b>
<b>Public Services:</b>						
<b>10003110-54420</b>						
2018 Kubota RTV	Androscoggin Bank	2018-098	\$22,576.00	9/6/2018	Annual	8,948.34
Sidewalk Plow Unit	Androscoggin Bank	2017-141	\$149,153.28	12/19/2017	Annual	57,286.18
2017 Ford F350-Super Duty	Androscoggin Bank	2018-071	\$49,163.75	10/26/2019	Annual	16,448.68
2019 MT Trackless Sidewalk Tractor	Androscoggin Bank	2019-103	\$147,506.88	7/7/2019	Annual	111,712.95
						<b>\$ 194,396.15</b>
					Total Buyout	416,100.66
					2 Ford Interceptor Utility Patrol Vehicles (2019-158)	113,646.60
					FY21 New Interceptor Patrol Vehicles	115,384.80
					Ambulance Remount	130,000.00
					Street Sweeper (Replacement)	185,000.00
						<b>960,132.06</b>



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-63

**AUTHORIZING FUNDING AND EXPENDITURE FOR FY 2021 PAYMENT TO MAINE PUBLIC EMPLOYEES  
RETIREMENT SYSTEM (MEPERS)**

That the Westbrook City Council hereby authorizes an expenditure in the total amount of \$968,105 for the FY 2021 payment to the Maine Public Employees Retirement System (MePERS).

Funds available in Undesignated General Fund Balance.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-64

**AUTHORIZING AMENDMENT TO COMPREHENSIVE RESOURCE MANAGEMENT AGREEMENT AND  
CONTRACT MEMBER MUNICIPALITY WASTE HANDLING AND RECYCLING AGREEMENT WITH  
ECOMAINE**

That the Westbrook City Council hereby authorizes the Mayor, or his designee, to enter into the Amendment to Comprehensive Resource Management Agreement with Casella Waste Systems, Inc. and Pine Tree Waste, Inc., and into the Contract Member Municipality Waste Handling and Recycling Agreement with ecomaine, as outlined in the attached exhibits.

---

First Reading: June 1, 2020

Second and Final Reading:

Attest:

---

City Clerk

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Mayor

**AMENDMENT TO COMPREHENSIVE RESOURCE  
MANAGEMENT AGREEMENT**

This Amendment to Comprehensive Resource Management Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and among the City of Westbrook, a Maine municipal corporation (the "City"), Casella Waste Systems, Inc., a Delaware corporation with a principal place of business in Rutland, Vermont ("Casella") and Pine Tree Waste, Inc., a Maine corporation ("PTW" and together with Casella, collectively herein the "Contractor").

WHEREAS, the City and the Contractor entered into the Comprehensive Resource Management Agreement (the "Agreement") on September 22, 2008; and

WHEREAS, the Agreement provided that the Contractor would construct and establish a resource recovery complex on property located on County Road in Westbrook; and

WHEREAS, the Agreement established that the Contractor would provide municipal curbside pickup of municipal solid waste (the "MSW Curbside Program") and a municipal curbside automated and semi-automated single-stream recycling program (the "Recycling Curbside Program") for a period of ten (10) years commencing on April 1, 2010; and

WHEREAS, the City and the Contractor wish to extend the MSW Curbside Program and the Recycling Curbside Program for an additional term of ten (10) years, subject to certain changes to the terms of the original Agreement; and

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

**3. MUNICIPAL CURBSIDE PICKUP BY CONTRACTOR**

3.1 Start Date. The MSW Curbside Pickup Program and the Municipal Recycling Pickup Program shall be extended for a period starting on April 1, 2020 and ending on March 31, 2030. The first year of the extension period shall be known as "Year one."

3.2 Routes and Schedules. The routes and schedules for the MSW Curbside Pickup Program and the Municipal Recycling Pickup Program are attached hereto as Exhibit \_\_\_\_.

3.3 Fees. The City shall pay the following combined annual fee for the MSW Curbside Pickup Program and for the Municipal Recycling Pickup Program:

Year one: Eight Hundred Thirty-Eight Thousand, Six Hundred Fifty-Six Dollars (\$838,656.00).

Year two: Eight Hundred Sixty-Three Thousand, Eight Hundred Sixteen Dollars (\$863,816.00).  
Year three: Eight Hundred Eighty-Nine Thousand, Seven Hundred Thirty Dollars (\$889,730.00).  
Year four: Nine Hundred Sixteen Thousand, Four Hundred Twenty-Two Dollars (\$916,422.00).  
Year five: Nine Hundred Forty-Three Thousand, Nine Hundred Fifteen Dollars (\$943,915.00).  
Year six: Nine Hundred Seventy-Two Thousand, Two Hundred Thirty-Two Dollars (\$972,232.00).  
Year seven: One Million, One Thousand, Three Hundred Ninety-Nine Dollars (\$1,001,399.00).  
Year eight: One Million, Thirty-One Thousand, Four Hundred Forty-One Dollars (\$1,031,441.00).  
Year nine: One Million, Sixty-Two Thousand, Three Hundred Eighty-Four Dollars (\$1,062,384.00).  
Year ten: One Million, Ninety-Four Thousand, Two Hundred Fifty-Six Dollars (\$1,094,256.00).

3.4 Collection of waste. The Contractor shall pick up only acceptable waste and Acceptable Recyclable Materials as defined in Schedule 4.2 pursuant to the MSW Curbside Pickup Program and the Municipal Recycling Program.

2. Section 4 of the Agreement is hereby amended to read as follows:

#### **4. DELIVERY OF MSW AND RECYCLABLES**

4.1 Delivery of waste and materials to ecomaine. Commencing upon the Effective Date, the Contractor will deliver or cause to be delivered all MSW and recyclables collected under the terms of this Agreement to the ecomaine facility located on Blueberry Road in Portland, Maine.

4.2 Payment to ecomaine. The City shall be responsible for the payment to ecomaine of all tipping or other fees associated with the terms of this Agreement.

4.3 Compliance with regulations. The Contractor shall apply with all applicable ecomaine regulations concerning the delivery of materials and billing procedures.

3. Section 6.3 of the Agreement is hereby amended to add the following sentence at the end of subsection a: The dates of implementation of the MSW Curbside Program and Recycling Curbside Program shall be extended for an additional ten-year period running from April 1, 2020 through March 31, 2030.

4. Section 8.2 shall be amended to read: This Agreement shall terminate on March 31, 2030.

5. All other provisions of the Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**THE CITY OF WESTBROOK**

**PINE TREE WASTE, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael Foley

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CASELLA WASTE SYSTEMS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**CONTRACT MEMBER MUNICIPALITY**  
**WASTE HANDLING AND RECYCLING AGREEMENT**

This AGREEMENT, dated as of July 1, 2020, is entered into by and between the **CITY OF WESTBROOK**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the “MUNICIPALITY”) and **ECO Maine**, a Maine non-capital stock nonprofit corporation organized and existing under the laws of the State of Maine (hereinafter referred to as “**ecomaine**”).

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** owns and operates a waste-to-energy plant located at 64 Blueberry Road in Portland, Maine that is licensed by the Maine Department of Environmental Protection as a solid waste disposal facility; and

WHEREAS, **ecomaine** and is willing and able to accept and handle the MUNICIPALITY’s solid waste at its waste-to-energy plant upon the terms contained herein; and

WHEREAS, **ecomaine** owns and operates a single-sort recycling facility located at 64 Blueberry Road in Portland, Maine; and

WHEREAS, **ecomaine** encourages and promotes regional recycling in accordance with the State’s solid waste management and recycling plan; and

WHEREAS, recycling is to the benefit of the economy and environment of the MUNICIPALITY; and

WHEREAS, the MUNICIPALITY generates recyclable materials within its boundaries and provides for a method of collection of those recyclable materials; and

WHEREAS, the MUNICIPALITY is seeking a cost-effective and environmentally sound manner for the processing of recyclable materials; and

WHEREAS, **ecomaine** is willing and able to accept and process the MUNICIPALITY’s recyclable materials for processing at its single-sort recycling facility;

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

**ARTICLE I**  
**DEFINITIONS**

In addition to any terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings:

**“Acceptable Waste”** means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the MUNICIPALITY characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

- (1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and
- (2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be Acceptable Waste and is explicitly excluded therefrom. Furthermore, any substances which, as of the date of this Agreement, are included as Acceptable Waste, but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be Acceptable Waste under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of Acceptable Waste because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered Acceptable Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered Unacceptable Waste or Hazardous Waste.

**“Agreement”** means this Agreement, as it may be amended from time to time.

**“Business Day”** means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday that is not a holiday as may be designated by **ecomaine**.

**“Contaminant”** means any material, including free flowing liquid, included within a load of Recyclable Materials that is not included in **ecomaine**’s Program List (defined below).

**“Delivery Hours”** means the period of time on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Facility. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so.

**“Effective Date”** means July 1, 2020.

**“Facility”** means the waste-to-energy plant and the recycling facility (consisting of all ancillary buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

**“Food Waste”** means source-separated food scraps that are discarded from a household.

**“Handle”** means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

**“Hauler”** means any entity or person that performs solid waste services on behalf of the MUNICIPALITY, including, without limitation, the delivery of Municipal Waste or Recyclable Materials to the Site. “Hauler” shall also mean the MUNICIPALITY when the MUNICIPALITY delivers Municipal Waste or Recyclable Materials to the Facility with its own employees or agents.

**“Hazardous Waste”** means Waste that, by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility. Hazardous Waste shall also mean Waste that is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§ 1301 et seq., as amended; and (iii) any other federal, state, or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials that are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered Hazardous Waste unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction. “Hazardous Waste” shall include, without limitation, medical waste.

**“Municipal Waste”** means Acceptable Waste, excluding Recyclable Materials, which is collected by or on behalf of the MUNICIPALITY and for which Tipping Fees are paid by the MUNICIPALITY to **ecomaine** under this Agreement.

**“Pit”** means the storage area or areas at the Site from which Municipal Waste will be extracted for disposal or other Handling.

**“Processed Waste”** means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

**“Processing Fee”** means the per-ton fee paid by the MUNICIPALITY for the processing of Recyclable Materials by **ecomaine** at the Facility.

**“Program List”** means a list of Recyclable Materials accepted by **ecomaine** for processing at the Facility, as indicated on Attachment A.

**“Recyclable Materials”** means materials that are separated from waste, either at the source of such waste or at any transfer station, recycling facility or other location, and which, in the reasonable judgment of **ecomaine**, are capable of being returned to the economic mainstream in the form of raw materials or products, provided that Recyclable Materials shall not include Hazardous Waste.

**“Residue”** means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessable Wastes.

**“Shutdown”** means a full or partial cessation of operation of the Facility.

**“Single Sort Recycling Program”** means the single category recycling program owned and operated by **ecomaine** at the Facility, whereby materials to be recycled are not required to be sorted into categories.

**“Site”** means, collectively, the Facility and ancillary buildings and operations located at 64 Blueberry Road, Portland, Maine.

**“Solid Waste”** means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

**“Substitute Facility”** means any properly licensed solid waste disposal facility not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to Handle any Acceptable Waste of the MUNICIPALITY during periods that Facility is not in operation.

**“Tipping Fee”** means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Section 5 hereof.

**“Ton”** means a quantity of 2,000 pounds.

**“Unacceptable Waste”** means that portion of Solid Waste that is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

“*Waste*” means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

“*Weight Slip*” means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

## **ARTICLE II** **REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 Representations of **ecomaine**. **ecomaine** warrants and represents to the MUNICIPALITY the following:

- (a) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.
- (b) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors’ rights, and by application of equitable principles if equitable remedies are sought).
- (c) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine**’s by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.
- (d) To the best of the knowledge of **ecomaine**, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against **ecomaine** by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect **ecomaine** or its financial condition.

2.2 Representations of MUNICIPALITY. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

- (a) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar

laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(b) To the best of the knowledge of the MUNICIPALITY, there is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or any basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(c) As of the effective date of the Agreement, the MUNICIPALITY will not be a party to another waste disposal agreement (other than this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(d) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

### **ARTICLE III** **OPERATION OF THE SYSTEM**

3.1 **Waste Handling.** **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

3.2 **Benefits.** Except as otherwise provided herein, **ecomaine** shall be exclusively entitled to any benefits derived from Municipal Waste and Recyclable Materials delivered to the Facility by or on behalf of the MUNICIPALITY.

3.3 **Residue Handling.** **ecomaine** shall be obligated to Handle all Residue generated by the processing of Municipal Waste and Recyclable Materials at the Facility.

3.4 **Compliance with Law.** At all times during the term of this Agreement, **ecomaine** shall operate the Facility and the Site and Handle all Municipal Waste, Recyclable Materials and Residue in compliance with all federal, state and local laws and regulations applicable thereto.

3.5 Program List for Recycling. **ecomaine** shall provide the MUNICIPALITY with the Program List, which may be revised by **ecomaine** up to twice per year upon 60 days' prior notice to the MUNICIPALITY.

#### **ARTICLE IV** **DELIVERY AND HANDLING OF ACCEPTABLE WASTE**

4.1 Obligations of the MUNICIPALITY. The MUNICIPALITY agrees to deliver or cause to be delivered to the Site all Acceptable Waste, including all Recyclable Materials on the Program List, generated by residential households within the boundaries of the MUNICIPALITY and under the MUNICIPALITY's control. The MUNICIPALITY shall be responsible for all costs associated with collection and transportation of Acceptable Waste to the Site. Notwithstanding anything herein to the contrary, the MUNICIPALITY is not required to deliver source-separated Recyclable Materials during the first year of the term of this Agreement (*i.e.*, from July 1, 2020 until June 30, 2021).

4.2 Obligations of ecomaine. **ecomaine** agrees to receive and Handle, as provided herein, all Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY, and agrees to receive and process all such Recyclable Materials through the Single Sort Recycling Program, except as otherwise provided herein.

4.3 Delivery Requirements. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles that are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours and may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste during Delivery Hours for all Business Days.

4.4 Weighing of Loads. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total tonnage of loads of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Municipal Waste or Recyclable Materials to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such loads. Tare weights may be utilized if agreeable to both parties. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

4.5 Estimating Tonnage. **ecomaine** shall estimate the quantity of Municipal Waste and Recyclable Materials delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, that the MUNICIPALITY, at its expense, may have such loads weighed at an alternate State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

4.6 Title. Municipal Waste that is delivered to the Site and that is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit, and Recyclable Materials shall be deposited at the recycling facility. No Municipal Waste or Recyclable Materials may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and

aesthetic requirements are satisfied. Except as otherwise provided in this Agreement, title to and responsibility for all Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

4.7 Hazardous Waste. Neither **ecomaine** nor the MUNICIPALITY shall knowingly permit deliveries of Hazardous Waste to the Site by the MUNICIPALITY or its employees, agents, Haulers or contractors.

4.8 Unacceptable Waste. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, Haulers or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

4.9 Responsibility of the MUNICIPALITY. Until delivery to the Facility by the MUNICIPALITY or its Hauler, all Waste shall remain the property of the MUNICIPALITY and all responsibility for safe and lawful Handling of the same rests with the MUNICIPALITY.

4.10 Responsibility of ecomaine. Upon acceptance of Waste by **ecomaine** from the MUNICIPALITY or its Hauler, all responsibility belongs to **ecomaine**, provided that any Hazardous Waste delivered by the MUNICIPALITY to the Facility and inadvertently accepted by **ecomaine** shall remain the responsibility of the MUNICIPALITY.

4.11 Contamination of Recyclable Materials.

(a) The MUNICIPALITY shall use its best efforts to ensure that Contaminants are not included with loads of Recyclable Materials. Upon inspection, **ecomaine** may downgrade loads that contain Contaminants. Downgraded loads will incur a contamination fee for the entire load as follows:

- 3-5% contaminants by volume will receive a warning.
- 6-10% contaminants by volume will incur an additional \$15 per ton fee.
- 11-15% contaminants by volume will incur an additional \$25 per ton fee.
- 16-20% contaminants by volume will incur an additional \$45 per ton fee.
- 21-25% contaminants by volume will incur an additional \$55 per ton fee.
- 26% or higher contaminants by volume will incur a contamination fee in the amount of the current commercial waste disposal gate rate per ton fee for the entire load.

(b) For loads of Recyclable Materials containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** prior to tipping, **ecomaine** will immediately reject such loads and the MUNICIPALITY or its Hauler shall promptly remove such loads from the Facility for disposal at an appropriate facility. For loads containing any portion of Hazardous Waste, including medical waste, to the extent detected by **ecomaine** after tipping, **ecomaine** will segregate such loads and dispose of them at an appropriate facility designated by **ecomaine**. All costs associated with the disposal of Hazardous Waste delivered to the Site by the MUNICIPALITY will be at the sole expense of the MUNICIPALITY.

(c) The MUNICIPALITY will not receive payment under Section 5.3(c) for any load of Recyclable Materials containing a level of contamination greater than ten percent (10%) or for

any load containing Hazardous Waste. Any contamination fees charged will be in addition to net processing costs.

4.12 Alternative Disposal. In the event that no market for Recyclable Materials exists at any point during the term of the Agreement, **ecomaine** may, in its sole discretion, utilize alternative disposal methods for some or all of the Recyclable Materials, including without limitation disposal at a waste-to-energy plant or landfill.

## ARTICLE V FEES

5.1 Municipal Waste. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site for Handling by **ecomaine** as follows:

- (1) From the Effective Date until June 30, 2021, the Tipping Fee for Municipal Waste shall be equal to the sum of Seventy-Nine Dollars (\$79.00) per Ton.
- (2) On July 1, 2021, and annually thereafter, the Tipping Fee for Municipal Waste shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.

5.2 Food Waste. To the extent that **ecomaine** maintains its existing program to receive Food Waste at the Site, the MUNICIPALITY may deliver loads of separated, bagged Food Waste to the Site. If the MUNICIPALITY makes deliveries of Food Waste to the Site during the term of this Agreement, the MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Food Waste delivered to the Site for Handling, as follows:

- (1) From the Effective Date until June 30, 2021, the Tipping Fee for Food Waste shall be equal to the sum of Fifty-Five Dollars (\$55.00) per Ton.
- (2) On July 1, 2021, and annually thereafter, the Tipping Fee for Food Waste shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.

5.3 Recyclable Materials. The MUNICIPALITY agrees to pay **ecomaine** a Processing Fee for each Ton of Recyclable Materials delivered to the Site for Handling by **ecomaine** as follows:

- (a) From the Effective Date until June 30, 2021, the Processing Fee shall be equal to the sum of Ninety-Five Dollars (\$95.00) per Ton.
- (b) On July 1, 2021, and annually thereafter, the Processing Fee shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding sentence, no single, annual adjustment will exceed 7% in any one year.

(c) At the end of each **ecomaine** fiscal year during the Agreement, based on the blended revenue earned by **ecomaine** from the marketing of all Recyclable Materials received through its Single Sort Recycling Program, a credit will be returned to the MUNICIPALITY based on the average per ton value of the Recyclable Materials delivered by the MUNICIPALITY. The value of the credit shall be 80% of the blended revenue on a per-ton basis. In the event that the blended revenue rate falls below \$0 per ton during any fiscal year, the MUNICIPALITY shall be responsibility for 80% of the cost to market, and transport, the Recyclable Materials.

5.4 Invoices. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice detailing all Tipping Fees due under Sections 5.1 and 5.2, all Processing Fees due under Section 5.3, any contamination fees due under Section 4.11, and any other amounts due from the MUNICIPALITY for Waste and Recyclable Materials deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, **ecomaine** shall attach Weight Slips to the invoices for reconciliation purposes. The MUNICIPALITY shall pay the invoice amount within thirty (30) days of the invoice date. If the MUNICIPALITY fails to pay the invoice when due, the MUNICIPALITY shall be obligated to pay such invoiced amount together with a late charge equal to one and one-half percent (1 ½%) per month on the unpaid portion of that invoice. The MUNICIPALITY shall have the right to dispute in good faith any invoiced amount by notifying **ecomaine** of such dispute within thirty (30) days of the MUNICIPALITY's receipt of the invoice. The parties agree to use good faith efforts to resolve such dispute promptly and the MUNICIPALITY shall pay **ecomaine** the amount that is determined to be due within ten (10) days of resolution of the dispute.

5.5 Revenue Credits. In the event that a credit is due to the MUNICIPALITY under Section 5.3(c), **ecomaine** will pay the MUNICIPALITY within thirty (30) days of the last day of the fiscal year.

5.6 Full Faith and Credit. The MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, Processing Fees and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

## **ARTICLE VI** **FORCE MAJEURE**

6.1 Defined. Neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- (a) Acts of God, hurricane, tornado, lightning, earthquake or epidemic;
- (b) Acts of war, civil insurrection or terrorism;
- (c) Fire or flood not caused by the party unable to perform; or

(d) Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any permit or license, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

6.2 Notice. A party claiming the benefit of a Force Majeure under this article shall, as soon as reasonably practicable after the occurrence of any such event, (i) provide written notice to the other party of the nature and extent of any such Force Majeure condition; and (ii) use commercially reasonable efforts to remove any such causes and resume performance under this Agreement as soon as reasonably practicable.

## **ARTICLE VII** **DAMAGE, DESTRUCTION, CLOSURE**

7.1 Closure of Facility by ecomaine. If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or Handle Waste or Recyclable Materials at the Facility, then **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing and obligations which by the terms of this Agreement survive such termination.

## **ARTICLE VIII** **TERM, RENEWAL**

8.1 Term of Agreement. This Agreement shall be effective for a term of ten (10) years, beginning on the Effective Date and remaining in effect until June 30, 2030, unless sooner terminated pursuant to the terms hereof.

8.2 Automatic Renewal. To ensure continuous service, this Agreement will be automatically renewed for successive three (3) year periods, unless either party serves written notice of termination upon the other party no less than ninety (90) days before the end of the initial term or ninety (90) days before the end of any subsequent three (3) year term.

8.3 No Further Obligations. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing and obligations which by the terms of this Agreement survive such termination.

## **ARTICLE IX** **REMEDIES FOR NONPERFORMANCE**

9.1 Material Breach. In the event that either party commits a material breach of any of the representations, warranties or covenants set forth in Article II, or fails to make payment of any amounts due as provided in this Agreement, which itself shall constitute a material breach, and

such party fails to remedy such breach within thirty (30) days of written notice given by the non-breaching party, such non-breaching party may terminate this Agreement.

9.2 Default by **ecomaine**. Unless caused by Force Majeure as provided in Article VI hereof, in the event that **ecomaine** fails to Handle any Acceptable Waste or Recyclable Materials delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

9.3 Default by the MUNICIPALITY.

(a) Failure of the MUNICIPALITY to deliver or cause to be delivered to the Facility all Municipal Waste generated within the boundaries of the MUNICIPALITY and under its control shall constitute a breach of this Agreement.

(b) Failure of the MUNICIPALITY to deliver or cause to be delivered to the Facility all Recyclable Materials generated within the boundaries of the MUNICIPALITY and under its control shall constitute a breach of this Agreement. In event of breach under this Section 9.3(b), the MUNICIPALITY shall pay **ecomaine** an amount equal to the Processing Fee in effect for the period of breach times the estimated number of tons of Recyclable Materials that were not delivered to the Facility as a result of such breach. **ecomaine** will estimate such number of undelivered tons on a monthly basis by:

(i) Calculating the number of tons of Recyclable Materials generated in the MUNICIPALITY and delivered to the Facility in the calendar month prior to the commencement of the breach; and

(ii) Adjusting the above number of tons for any monthly or seasonal variation in delivery that has occurred in the previous two calendar years; and

(iii) Subtracting from the resulting figure the number of tons of Recyclable Materials generated in the MUNICIPALITY and actually delivered to the Facility during each month in which the breach occurs.

(c) In the event that sufficient historical data does not exist to allow calculation of the estimated number of tons of undelivered Recyclable Materials as the result of a breach under this Section, **ecomaine** shall estimate that number of undelivered tons in any reasonable manner available.

9.4 Other Remedies. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

9.5 Waiver. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Article X**  
**Assignment/Delegation**

10.1 **No Assignment without Consent.** Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by either party without the prior written consent of the other party.

10.2 **Assignment to Successor of *ecomaine*.** Anything to the contrary notwithstanding, **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

10.3 **Assignment for Secured Transactions.**

(a) Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with providers of credit enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights under this Agreement to the trustee or other lender and/or to any credit enhancement providers as security for its debt obligations in event of default.

(b) The MUNICIPALITY consents to the assignment of this Agreement to such parties, including the trustee and any credit enhancement providers (hereinafter collectively called the "Assignee"), providing financing or credit enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

(i) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.

(ii) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.

(iii) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the bonds, or under any agreement with any credit enhancement provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of

**ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.

(iv) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.

(v) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right and obligation to operate the Site in accordance with and subject to the other terms of this Agreement. The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

## **ARTICLE XI** **INDEMNIFICATION**

11.1 Obligation to Indemnify. To the extent permitted by law, each of **ecomaine** and the MUNICIPALITY hereby shall indemnify, save, and hold harmless the other from and against any and all liabilities, expenses, including reasonable attorney's fees, claims, costs, losses, suits, judgments, or damages arising from or relating to (i) injuries or deaths of persons or damage to property in any way attributable, directly or indirectly, to the acts of authorized agents, contractors or employees of the indemnifying party; provided, however, that the indemnifying party shall not be liable for indemnification under this Article to the extent any such liabilities, expenses, claims, costs, losses, suits, judgments, or damages result from the negligence, contributory negligence, fault or willful misconduct of the indemnified party or its authorized agents, contractors or employees, and (ii) the indemnifying party's breach of any of its warranties and representations under Article II of this Agreement.

11.2 No Waiver of Immunities. The parties acknowledge that both parties are political subdivisions of the State of Maine to which the Maine Tort Claims Act applies. Therefore, this indemnification requirement shall not apply to any claim for which either party would not be liable under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, if such claim were made directly against that party, and that party shall continue to enjoy all rights, claims, immunities, and benefits available to it under law.

11.3 Survival. This Article shall survive termination of the Agreement.

## **ARTICLE XII** **MISCELLANEOUS**

12.1 Non-Discrimination. **ecomaine** shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

(a) In the persons served, or in the manner of service; or

(b) In the hiring, assignment, promotion, salary determination, or other conditions of employment.

12.2 Applicable Law. This Agreement and its performance shall be construed and governed in accordance with the laws of the State of Maine, without regard to conflicts of law principles.

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

12.4 Amendments. No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require, the written consent of such assignee shall also be required before any amendment becomes effective.

12.5 Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

12.6 Notices. All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed sufficiently given and served upon the other party if hand delivered or sent by U.S. mail, postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, CEO/General Manager  
**ecomaine**  
64 Blueberry Road  
Portland, ME 04102

With a copy to: Mark A. Bower, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, ME 04112

If to MUNICIPALITY:

Said notice shall be deemed given upon receipt when hand delivered and three (3) business days after mailing when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Section.

12.7 Binding Effect. The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.8. Other Documents. Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

12.9 Consents. To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

12.10 Headings. Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email (PDF) or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

12.12 Integration. This instrument embodies the whole agreement of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions or obligations with respect to such subject matter other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their respective duly authorized officers.

Witnesses:

**ecomaine**

\_\_\_\_\_

By: \_\_\_\_\_  
Its CEO/General Manager

**CITY OF WESTBROOK**

\_\_\_\_\_

By: \_\_\_\_\_  
Its



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-65

**AMENDING CHAPTER 41 OF THE CITY CODE OF ORDINANCES, REGARDING ELIGIBILITY FOR THE  
PROPERTY TAX ASSISTANCE PROGRAM**

That the Westbrook City Council hereby amends the Westbrook Code of Ordinances Chapter 41, *Property Tax Assistance*, Section 41-1, Purpose, and Section 41-3, Eligibility requirements for participation in the property tax assistance program, as outlined in the attached exhibit.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor

**AMENDMENTS TO CHAPTER 41  
PROPERTY TAX ASSISTANCE  
SECTIONS 41-1, 41-3**

**Sec. 41-1. Purpose.**

The purpose of this chapter is to establish property tax assistance to persons ~~70~~ 68 years of age and older who are residents of the city. Under this program, the city shall provide refund payments to those individuals who maintain a homestead in the city and meet the criteria established by this chapter.

**Sec. 41-3. Eligibility requirements for participation in the property tax assistance program.** In order to participate in the property tax assistance program, an applicant must demonstrate the following:

- a. The applicant is at least ~~70~~ 68 years of age as of July 1 of the tax year for which the applicant seeks property tax assistance.
- b. The applicant has a homestead in the city at the time of the application and for the entire year prior to the date of the application.
- c. The applicant has been a resident of the city for at least 10 years immediately preceding the date of the application.
- d. The applicant meets all of the criteria set forth in Section 41-5.



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-66

**AUTHORIZING REALLOCATION OF BOND FUNDS FOR SACCARAPPA ELEMENTARY SCHOOL AND WESTBROOK MIDDLE SCHOOL TO PAY DEBT SERVICE EXPENSES IN THE FY 2020, FY 2021 AND FY 2022 BUDGETS**

That the Westbrook City Council hereby authorizes the reallocation of \$330,000 in bond funds for FY 2020 School Debt Service, \$830,000 in bond funds for FY 2021 School Debt Service and \$262,956 in bond funds for FY 2022 School Debt Service.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor



**CITY OF WESTBROOK, MAINE**  
**IN CITY COUNCIL**

**Date: June 1, 2020**

**Order: 2020-67**

**APPROVING THE FY 2020-2021 ANNUAL BUDGET & APPROPRIATIONS**

That the Westbrook City Council hereby authorizes that the sum of \$72,179,782 be appropriated to defray the cost of the various municipal and school departments and the county tax for the 2020-2021 fiscal year, July 1, 2020 to June 30, 2021.

(Breakdown of appropriation expenses by attached account summary)

Municipal Operations	\$27,608,479
Tax Increment Financing	\$2,298,805
School Operations (K-12)	\$40,479,371
Adult	\$279,259
County Tax	\$1,513,868
	<hr/>
	<b>\$72,179,782</b>
LESS	
Municipal Estimated Revenue	\$13,456,695
School Estimated Revenue	\$19,151,302
	<hr/>
NET BUDGET	<b>\$39,571,785</b>

Be it resolved that the sum of \$39,571,785 be raised and assessed by the City Assessor of taxes on the estates of the inhabitants of the City of Westbrook and upon the estates of the non-resident proprietors of said City, and the Assessor is hereby required to assess on such estates such additional sum for an overlay above the sum hereby appropriated, not to exceed 5% thereof, as a fractional division thereof renders convenient in accordance with, and pursuant to the laws of this State relative to taxation.

Be it further resolved that the said tax shall be payable in four installments due on or before September 1, 2020, November 16, 2020, February 16, 2021, and May 17, 2021. Interest on delinquent taxes shall be assessed at 7% on all taxes not paid in collected funds as of September 2, 2020, November 17, 2020, February 17, 2021, and May 18, 2021.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor

**City of Westbrook  
Net Taxes to be Raised  
Budget FY21**

	<u>FY2020</u>	<u>FY2021</u>	<u>Change</u>		
<b>City (Proposed)</b>	29,992,269	29,808,086	(184,183)	-0.61%	Decrease
<b>City Revenues</b>	13,681,655	13,456,695	(224,960)	-1.64%	Decrease
<b>Overlay</b>	99,198	99,198	0		
<b>City Tax needs</b>	16,409,812	16,450,589	40,777	0.25%	Increase
<b>School (Proposed)</b>	40,357,421	40,758,630	401,209	0.99%	Increase
<b>School Revenue</b>	18,842,099	19,151,302	309,203	1.64%	Increase
<b>School Tax Needs</b>	21,515,322	21,607,328	92,006	0.43%	Increase
<b>County Tax needs</b>	1,469,796	1,513,868	44,072	3.00%	Increase
<b>Total Tax Needs</b>	39,394,930	39,571,785	176,855	0.45%	Increase
<b>Budgeted Valuation</b>	<u>2,205,762,600</u>	<u>2,215,512,600</u>	<u>9,750,000</u>	<u>0.44%</u>	
<b>Tax Rate</b>	\$17.86 \$17.86 /1,000	\$17.86 \$17.86 /1,000	(\$0.00)	0.00%	
<b>City</b>	\$7.44	7.43	(\$0.01)	-0.13%	
<b>School</b>	\$9.75	9.75	(\$0.00)	-0.04%	
<b>County</b>	\$0.67	0.68	\$0.01	2.05%	
<b>Total</b>	<u>\$17.86</u>	<u>17.86</u>	<u>(\$0.00)</u>	<u>0.00%</u>	



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-68

**APPROVING THE FY 2020-2021 SCHOOL BUDGET WARRANTS**

That the Westbrook City Council hereby authorizes the various sums as shown in Articles 1 – 6 on the attached sheet to be raised and appropriated as shown thereon.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor

**NOTICE OF AMOUNT ADOPTED AT WESTBROOK CITY COUNCIL MEETING FOR  
VOTERS AT SCHOOL BUDGET VALIDATION REFERENDUM**

TO: Clerk of City of Westbrook, State of Maine

Pursuant to 20-A M.R.S.A. §§1486(2) and 2307 this Notice is to be displayed at all polling places for the school budget validation referendum to be held on July 14, 2020, to assist the voters in voting on whether to ratify the school budget approved at the June 1, 2020 **Westbrook City Council Meeting**.

<b>Cost Center Summary Budget Category</b>	<b>Amount Recommended by School Committee</b>	<b>Amount Approved at the City Council Meeting on June 15, 2020</b>
Regular Instruction	\$ 15,137,625.68	
Special Education	\$ 5,221,090.97	
Career and Technical Education	\$ 2,614,045.64	
Other Instruction	\$ 758,595.08	
Student and Staff Support	\$ 1,675,612.66	
System Administration	\$ 2,668,986.70	
School Administration	\$ 2,271,199.41	
Transportation and Buses	\$ 1,714,795.32	
Facilities Maintenance	\$ 3,427,164.57	
Debt Service and Other Commitments	\$ 4,990,254.66	
All Other Expenditures	\$ 0	
<b>Summary of Total Authorized Expenditures:</b>	<b>\$ 40,479,370.69</b>	

The amount approved for the school budget at the City Council Meeting included locally raised funds over and above the city's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Service Funding Act.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
A MAJORITY OF THE SCHOOL COMMITTEE

Completed and countersigned by: \_\_\_\_\_ / \_\_\_\_ /2020  
SUPERINTENDENT OF SCHOOLS

A true copy of the Notice, attest: \_\_\_\_\_ / \_\_\_\_ /2020  
CLERK OF CITY OF WESTBROOK

City of Westbrook School Budget  
Fiscal Year 2020 - 2021

**Order No. 2020-64. Act to adopt the 2020-2021 School Budget Resolution as required by state statute.** Move approval of the 2020-2021 School Budget Resolution to comply with state statutory reporting requirements for the Westbrook School Department based on revised and enacted state subsidy funding.

**ARTICLE 1.** To see what sum the municipality will appropriate for the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act,

Recommend \$31,571,429.00

and to see what sum the municipality will raise as the municipality's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688.

Recommend \$16,654,071.00

*Explanation: The school administrative unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the City must raise in order to receive the full amount of state dollars.*

**ARTICLE 2.** To see what sum the municipality will raise and appropriate for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, or non-state-funded portions of school construction projects in addition to the funds appropriated as the local share of the school administrative unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12.

Recommend \$2,854,266.27

*Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the school administrative district's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or other legislative body.*

**ARTICLE 3.** Shall the City of Westbrook raise and appropriate \$3,323,952.07 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$3,323,952.07 , as required to fund the budget recommended by the Westbrook School Committee?

The Westbrook School Committee recommends \$3,323,952.07 for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by \$3,323,952.07:

The state's funding model does not support all of the costs for Pre-K-12 education. It includes only those costs considered essential by the state's Essential Programs and Services (EPS) model. The State's funding model has not been able to provide full funding for Special Education and English as a Second Language programs and to support the lower student to teacher ratios available in Westbrook. In addition, the State's funding model does not fully fund the costs of transportation, activities and athletics, and maintenance of plant. Specifically, significant increases in heating, electrical costs and diesel fuel have not been recognized in the EPS funding model.

*Explanation: The additional local funds are those locally raised funds over and above the school administrative unit's local contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the City's budget for educational programs.*

**ARTICLE 4.** To see what sum the City will authorize the School Committee to expend for the fiscal year beginning July 1, 2020 and ending June 30, 2021 from the school administrative unit's contribution to the total cost of funding public education from pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

Recommend \$40,479,370.69

Pursuant to 20-A M.R.S.A. § 1485, voters and the Westbrook City Council authorize the Westbrook School Committee to expend the above funds in the following state-mandated categories:

**ARTICLE 4-A.** To see what sum the school administrative unit will be authorized to expend for Regular Instruction.

Recommend \$15,137,625.68

**ARTICLE 4-B.** To see what sum the school administrative unit will be authorized to expend for Special Education.

Recommend \$5,221,090.97

**ARTICLE 4-C.** To see what sum the school administrative unit will be authorized to expend for Career and Technical Education.

Recommend \$2,614,045.64

**ARTICLE 4-D.** To see what sum the school administrative unit will be authorized to expend for Other Instruction.

Recommend \$758,595.08

**ARTICLE 4-E.** To see what sum the school administrative unit will be authorized to expend for Student and Staff Support.

Recommend \$1,675,612.66

**ARTICLE 4-F.** To see what sum the school administrative unit will be authorized to expend for System Administration.

Recommend \$2,668,986.70

**ARTICLE 4-G.** To see what sum the school administrative unit will be authorized to expend for School Administration.

Recommend \$2,271,199.41

**ARTICLE 4-H.** To see what sum the school administrative unit will be authorized to expend for Transportation and Buses.

Recommend \$1,714,795.32

**ARTICLE 4-I.** To see what sum the school administrative unit will be authorized to expend for Facilities Maintenance.

Recommend \$3,427,164.57

**ARTICLE 4-J.** To see what sum the school administrative unit will be authorized to expend for Debt Service and Other Commitments.

Recommend \$4,990,254.66

**ARTICLE 4-K.** To see what sum the school administrative unit will be authorized to expend for All Other Expenditures.

Recommend \$0

**ARTICLE 5.** To see if the City will appropriate \$279,259.00 for Adult Education and raise \$204,820.00 as the local share; with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

**ARTICLE 6. Disposition of Additional State Subsidy:**

The voters of the City of Westbrook have authorized the School Committee to use all or part of the additional state subsidy received, if any, to increase expenditures for school purposes in cost center categories approved by the School Committee, increase the allocation of finances in a reserve fund approved by the School Committee, and / or decrease the local cost share expectation, as defined in Title 20-A, section 15671-A(1)(B), for local property taxpayers for funding public education as approved by the School Committee.



**CITY OF WESTBROOK, MAINE**  
IN CITY COUNCIL

Date: June 1, 2020

Order: 2020-69

**APPROVING WRITE-OFF OF UNCOLLECTABLE REAL PROPERTY TAXES**

That the Westbrook City Council hereby authorizes the Tax Collector to write off uncollectable real property taxes in the amount of \$44,857.14 for account #4087.

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First Reading: June 1, 2020

Second and Final Reading:

Attest:

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City Clerk

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Mayor