



**WESTBROOK CITY COUNCIL**  
**SPECIAL CITY COUNCIL MEETING AGENDA**  
**MONDAY JUNE 15, 2020 AT 7:00 PM**  
**WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.**



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- I. READING THE CALL FOR A SPECIAL CITY COUNCIL MEETING**
  - II. ROLL CALL**
  - III. PLEDGE OF ALLEGIANCE**
  - IV. APPROVAL OF MINUTES**
  - V. MAYOR'S MESSAGE**
  - VI. STUDENT REPRESENTATIVE UPDATE**
  - VII. PUBLIC COMMENT**
  - VIII. UNFINISHED BUSINESS**
  - IX. ORDERS OF THE DAY (SECOND AND FINAL READING)**
    - Order 2020-56 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
  - X. NEW BUSINESS**

Resolves (One Reading Required)

Resolve 2020-19 Approving the MMA Workers Compensation Safety Incentive Program  
Resolve 2020-20 Setting the Hours of Voter Registration and the Polls

Orders (One Reading Required)

Order 2020-70 Accepting Unappropriated Funds Report for 3<sup>rd</sup> Quarter FY 2020

Orders (Two Readings Required)

Order 2020-71 Authorizing Contractual Agreement with the Town of Scarborough for Shared Services of Animal Control Officer  
Order 2020-72 Authorizing Contracts for Reconstruction of Cornelia Warren Four Season Rink  
Order 2020-73 Approving FY 2020-2021 Annual Vendor List  
Order 2020-74 Authorizing a Utility Easement on 5 Bradley Drive

**XI. PUBLIC COMMENT**

**XII. REFERRALS**

Request to refer Police Department Policy and Procedures to Public Safety Committee

**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**

Request to enter into Executive Session to discuss the City's legal rights and duties pursuant to 1 M.R.S.A. § 405-6(E).

**XV. ADJOURNMENT**

## **CALL FOR A SPECIAL CITY COUNCIL MEETING**

**TO:** City Council  
**FROM:** Michael T. Foley, Mayor  
**DATE:** June 11, 2020

There will be a Special Meeting of the Westbrook City Council on **Monday June 15, 2020 at 7:00pm** at the Westbrook Performing Arts Center (471 Stroudwater Street), to conduct the business on the enclosed agenda.

Respectfully,

Michael T. Foley  
Mayor

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### **Duly Authorized Official's Return**

This is to certify that on June 11, 2020 I posted notice of the above call for a Special Meeting of the City Council on the City of Westbrook's website, and that I sent a copy of the same to the City Councilors/Municipal Officers.

Angela Holmes  
City Clerk

To: Honorable City Council  
From: Jerre R. Bryant, City Administrator  
Date: June 10, 2020  
Subject: Position Paper for City Council Meeting of June 15, 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**

- 2020-56 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, was given first reading on June 1, 2020, is supported by the Administration and is in order for final City Council action.
- 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, was given first reading on June 1, 2020 and is in order for final City Council action.

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. As I indicated to the City Council at first reading, the Cornelia Warren Community Association has approved a donation of \$40,000 to this project, which will reduce the amount needed from the open space fund to \$15,000. This does not require any change to the order as it is written 'not to exceed \$55,000' and we have not yet received the additional donation. This funding authorization is supported by the Administration, was given first reading on June 1, 2020 and is in order for final City Council action.

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 work 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, was given first reading on June 1, 2020 and is in order for final City Council action.

- 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, was given first reading on June 1, 2020 and is in order for final City Council action.
- 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 cited by the financial rating agency that recently reaffirmed 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, was given first reading on June 1, 2020 and is in order for final City Council action.
- 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 through lease/purchases or bonds. This reduction in the use of multi-year financing for smaller capital purchases is strongly recommended by the Administration, was given first reading on June 1, 2020 and is in order for final City Council action.
- 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 is actually a long standing practice for funding this pension expense, initially when the surplus funds were held by MePERS and more recently from the dedicated reserve account established when the surplus funds were transferred to the city. With these funds now rolled into the city's General Fund Balance, this use of funds requires specific authorization of the City Council. This funding measure is included in the FY 2021 budget. This authorization is supported by the Administration, was given first reading on June 1, 2020 and is in order for final City Council action.

- 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. There is one further amendment needed for the Comprehensive Resource Management Agreement document, removing the work 'only' in section 3.4 Collection of waste. This change is a clarification and would not call for a new first reading. Authorization of these two agreements, with the proposed minor amendment, 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 improve awareness of the program for potentially eligible senior tax payers. This amendment is supported by the Administration, was given first reading on June 1, 2020 and is in order for final City Council action.
- 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 Saccarappa 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, was given first reading on June 1, 2020 and is in order for final City Council action.
- 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, was given first reading on June 1, 2020 and is in order for final City Council action.

- 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, was given first reading on June 1, 2020 and is in order for final City Council action. **Note: Provide the FY 2021 Budget receives final City Council approval, the school portion of the budget will be on the July 14th ballot for voter validation.**

## **NEW BUSINESS**

### Resolves

- 2020-19 This Resolve authorizes the city's participation in the Workers Compensation Safety Enhancement Program. The city Workers Compensation Insurance coverage is provided through the Maine Municipal Association. Westbrook is an active participant in the Safety and Loss Prevention Programs that are offered through MMA. In an effort to get member municipalities to become more engaged in workplace safety initiatives, this new program will provide financial incentives based on the level of participation by each community in these programs. This effort not only provides for a safer and healthier workplace but also reduces insurance premiums. This new program simply increases the financial incentives for providing safer places to work. Human Resources Director Stephen Fields will be at Monday's meeting to respond to any questions. This resolve is supported by the Administration and is in order for final City Council action.

2020-20 This Resolve sets the hours of Voter Registration and the Polls for the July 14, 2020 election, as recommended by the City Clerk, is supported by the Administration and is in order for City Council approval.

One-Reading Orders

2020-70 This is the acceptance of the Unappropriated Funds Report for the 3<sup>rd</sup> quarter of FY 2020. This documents the receipt and expenditure of funding that was not budgeted nor anticipated in the annual budget. Individual receipts or expenditure of unappropriated the exceed \$3,000 are separately reported to and authorized by the City Council. This quarterly report is in order for City Council acceptance.

Two-Reading Orders

2020-71 This authorizes a contractual agreement with the Town of Scarborough to provide Animal Control Officer services to the City of Westbrook at an initial annual cost not to exceed \$36,477. This service will provide both patrol time and response to service calls, which will be accessed through the Westbrook Public Safety Dispatch Center. This shared operation is beneficial to both communities and reduces the City's cost for providing this necessary and state mandated service. This is an annual, renewable contract. This agreement is supported by the Administration and is in order for first reading.

2020-72 This authorizes two contractual agreements with Court Builders of America, Andover, Massachusetts, for the reconstruction of the Cornelia Warren Four Season Rink located at 58 Lincoln Street. These two contracts are the culmination of years of work by community members, local sports groups, regional and national sports organizations, the Cornelia Warren Community Association and the City of Westbrook to replace and modernize the rink and expand its scope of use to include multiple sports and year round usage. This \$263,600 project is nearly fully funded through grants and donations, with the city providing some in-kind services with Public Services demolishing the former structure and doing some site work over the winter. The final \$15,088 in funding for this project is currently pending with the Westbrook Recreation & Conservation Commission. Total finding for the project is from the following sources:

\$120,000	Community Development Block Grant
50,000	Soccer Maine
50,000	Cornelia Warren Community Association
28,512	US Soccer
<u>15,088</u>	City of Westbrook – Rec & Cons
\$263,600	

This project is an outstanding re-use and upgrade of an existing facility, with the organization that funded its original construction supporting and helping fund this renovation. Most of these funding sources and expenditures have previously been

approved by the City Council but the contracts themselves require city council approval. This project is supported by the Administration and is in order for first reading.

2020-73 This is the approval of the Annual Vendor List for General Fund and Special Funds for FY 2020-21. This provides pre-approval for vendors that are utilized on a regular and recurring basis, such as utilities, suppliers and maintenance contractors. These approvals are tied to budget appropriations for the specific categories of expenditures, which cannot be exceeded without prior approval of the City Council. These vendor approvals are presented at the outset of each budget year. These approvals are supported by the Administration and are in order for first reading.

2020-74 This authorizes the granting of a utility easement to Central Maine Power Co. along the edge of City owned property adjacent to 5 Bradley Drive. The purpose of this utility easement is to increase the power supply to this property to meet the needs of Abbott Laboratories, who are in the process of renovating the former Olympia Sports administrative offices, warehouse and distribution center into a medical technology production facility. **This is a place holder on the agenda as it had not been determined when the City Council packets went out if additional utility easement was necessary for this project. The City is working closely with Abbott and CMP on the growth of this exciting business that is expanding into Westbrook. If action is needed on this matter, the appropriate information material will be distributed to the City Council for consideration at Monday's meeting.**

Executive Session: A motion should be made to recess into executive session, as provided under 1 MRSA, Chapter 13: Public Records and Proceedings, Sub Section 405(6) E for consultation with legal counsel concerning legal rights and duties, to include the Mayor, City Solicitor, City Administrator, Assistant City Administrator and City Clerk.



**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: June 15, 2020

Attest:

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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: June 15, 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: 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

*SAMZ  
OK*



## 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.

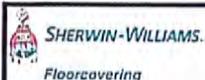
**TERMS OF THE SALE**

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

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

09/23/2019  
Quote #: 4857004

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: June 15, 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:** 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

### BUDGET LINES AFFECTED (IF APPLICABLE):

See above

OK  
SMM

**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

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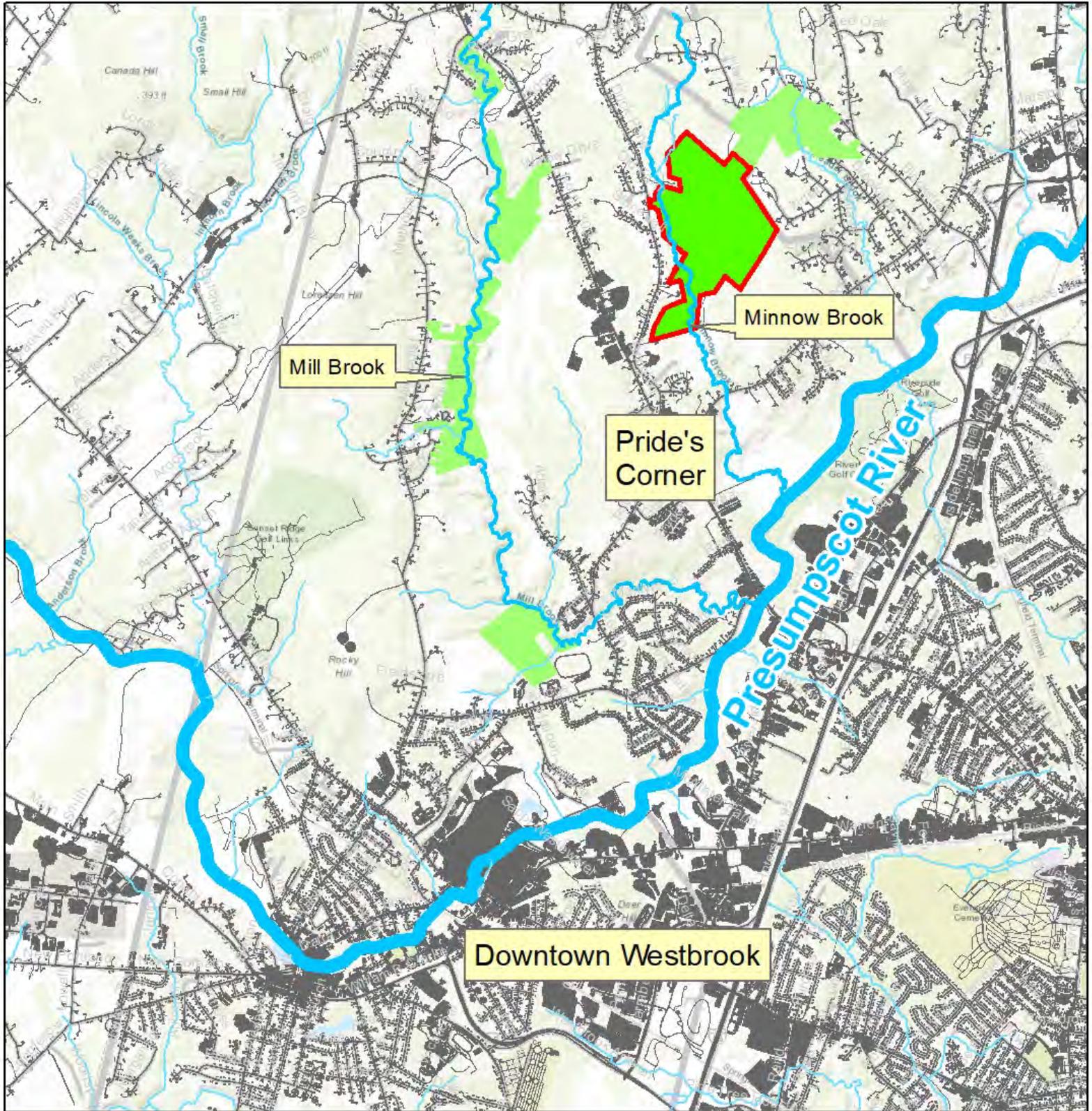
\$493,000 Pride Preserve Project Income as of May 13, 2020

\$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

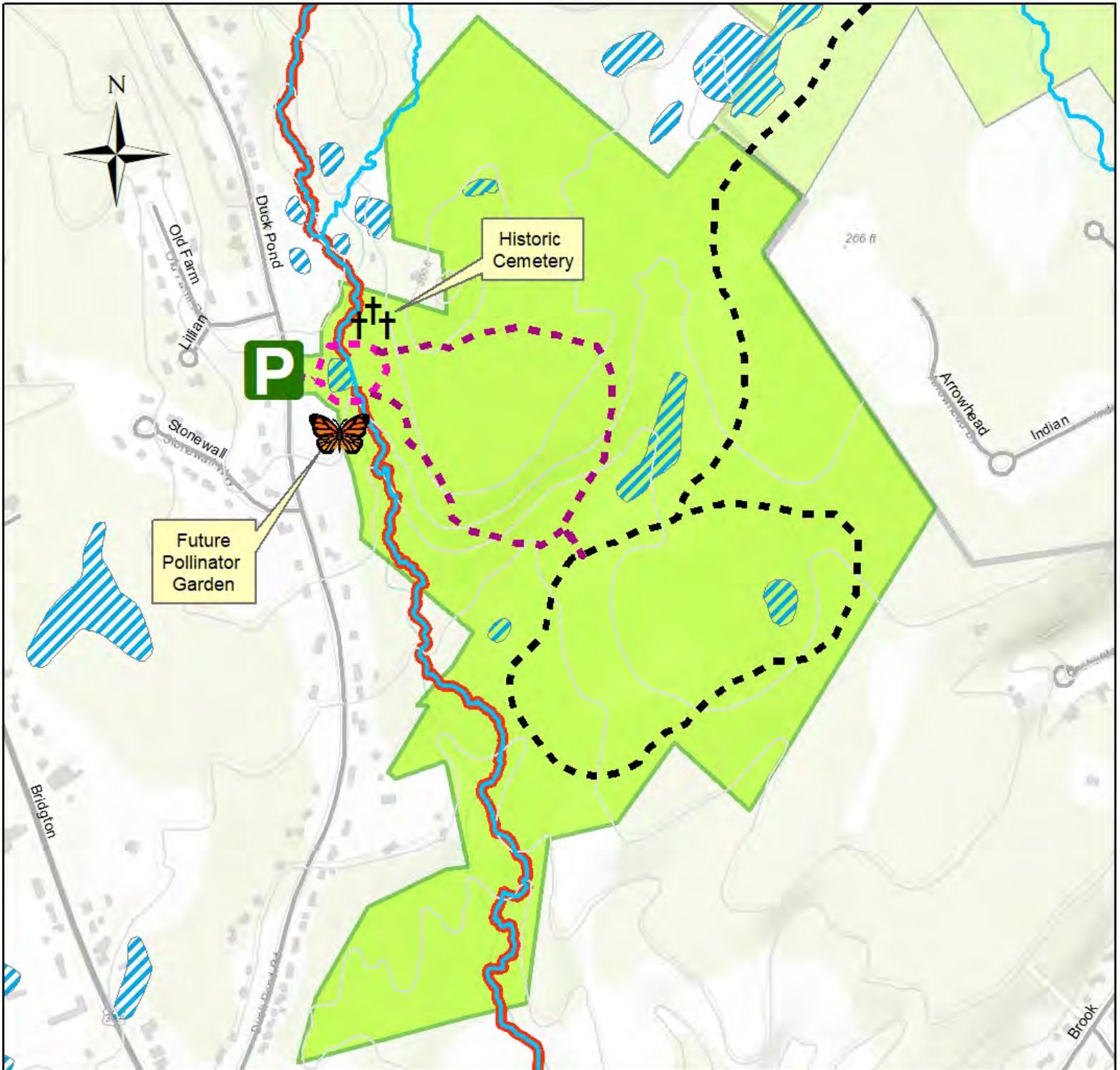
## Geographic Context and Development



 Potential Pride Preserve  Other Conserved Land

0 0.5 1 2 Miles  
Page 32 of 150

# 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

0 0.125 0.25 0.5 Miles  
Page 22 of 150



**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: June 15, 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 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: June 15, 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:** 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	-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: June 15, 2020

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, as shown on the attached exhibit.

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First Reading: June 1, 2020

Second and Final Reading: June 15, 2020

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's.com](http://www.moody's.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

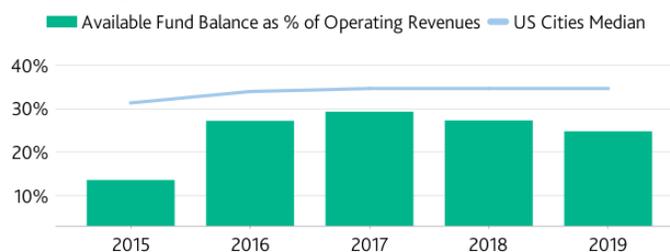
  

	2015	2016	2017	2018	2019	US Median
<b>Debt and Financial Data</b>						
Population	17,754	18,402	18,156	18,974	18,974	N/A
Available Fund Balance (\$000s)	\$8,014	\$19,389	\$18,311	\$18,148	\$17,390	\$8,028
Net Cash Balance (\$000s)	\$28,494	\$36,181	\$25,832	\$54,370	\$37,985	\$9,530
Operating Revenues (\$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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MJJK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

## 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: June 15, 2020

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.

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First Reading: June 1, 2020

Second and Final Reading: June 15, 2020

Attest:

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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 agreed to a three (3)-month extension of Agreement to provide for continuation of the MSW Curbside Program and the Recycling Curbside program through June 30, 2020; and

WHEREAS, the City and the Contractor wish to further 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 July 1, 2020 and ending on June 30, 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 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 July 1, 2020 through June 30, 2030.

4. Section 8.2 shall be amended to read: This Agreement shall terminate on June 30, 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, on 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: June 15, 2020

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 PROCEEDS OF THE CITY'S 2017 GENERAL OBLIGATION BOND 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 of proceeds of the general obligation bond issued by the City on November 1, 2017 pursuant to Section 18 of the City Council Order 2017-65 adopted June 19, 2017, 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: June 15, 2020

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: June 15, 2020

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: June 15, 2020

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

**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 15, 2020**

**Resolve: 2020-19**

**APPROVING MAINE MUNICIPAL ASSOCIATION (MMA) WORKERS' COMPENSATION SAFETY INCENTIVE PROGRAM**

**WHEREAS**, the City of Westbrook is a member of the Maine Municipal Association Workers' Compensation Fund (hereinafter "WC Fund"); and

**WHEREAS**, Maine Municipal Association (hereinafter "MMA") provides risk management services and workers' compensation coverage; and

**WHEREAS**, MMA developed the Workers' Compensation Safety Incentive Program (hereinafter "the Program") to help reduce the incidents and impact of workplace injuries by implementing WC claim best practices; and

**WHEREAS**, MMA will provide necessary written program information, and offer assistance to participants; and

**WHEREAS**, WC Fund members that participate in the Program and complete the required activities, will have the opportunity to earn a credit to their annual contribution; and

**WHEREAS**, the City of Westbrook is committed to providing a safe environment for its employees, citizens, and visiting public; and

**WHEREAS**, the Program will help enhance such an environment and promote a self-sustaining culture of safety with participating members,

**NOW THEREFORE BE IT RESOLVED BY THE** City of Westbrook to elect to participate in the MMA Workers' Compensation Safety Incentive Program.

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First and Final Reading: June 15, 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:**

**REQUESTED BY:**

**DATE:**

**SUMMARY:**

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



## MAINE MUNICIPAL ASSOCIATION

### *Risk Management Services*

60 Community Drive  
PO Box 9109  
Augusta, Maine 04332-9109

### *Telephone No.*

(207) 626-5583  
(800) 590-5583 Maine Only  
Fax (207) 626-0513

May 29, 2020

Jerre R Bryant  
Administrator  
City of Westbrook  
2 York St  
Westbrook, ME, 04092

RE: Workers Compensation Safety Incentive Program

Dear Mr Bryant:

The MMA Workers' Compensation Fund is excited to announce the new **Workers Compensation Safety Incentive Program (WCSIP)**. The Program rewards members with the opportunity to earn financial incentives by improving workplace safety. Your organization is in danger of losing the credits you have earned by being a member of our Leader Program. As of January 1, 2021 the Leader Program will expire. If you choose not to enroll in the new WCSIP, your Leader credit will be removed on that date.

The WCSIP is voluntary and offers you the opportunity to earn up to 10% in contribution credits. Joining this Program reaffirms your commitment to a safe and healthful workplace. Our team of professionals will continue to work with you to manage your workplace safety efforts by providing sample safety policies and programs, training opportunities, and additional resources to help you obtain maximum benefit from your workplace safety efforts.

The Program is designed to help you to continue to control your costs by improving your loss experience and minimize workplace disruptions. The goals of this program are to; reduce the incidence of injury and illness throughout the operations, improve overall safety in the work environment, maintain lines of communication with all employees, protect member's assets, promote a self-sustaining safety culture, utilize best practices claim management, and provide financial incentives which reward our partnership toward safety

The program is tiered into three levels based on documented performance. The tiers and associated credits are: Tier I at 5%, Tier II at 7.5%, and Tier III at 10%.

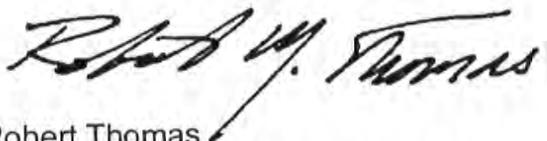
For complete program details, or to enroll in the WCSIP, please go to our online site at <https://memun.org/WCSIP>. Please download the appropriate forms in Adobe Acrobat Reader and send a copy of the completed forms by email to [WCSIP@memun.org](mailto:WCSIP@memun.org). If you

have questions or need assistance please contact RMS Loss Control at [RMSLossControl@memun.org](mailto:RMSLossControl@memun.org).

We realize you have a lot on your municipal plate due to the ongoing pandemic. But we don't want you to miss this opportunity. Please consider having your organization join the WCSIP today. We need the completed Acknowledgement Form from you on or before **July 1, 2020** to be enrolled. On or before September 1, 2020, we will need to be in receipt of the Resolve Form signed by each member of your Board or Council. Finally, also by September 1, 2020, we will need to be in receipt the completed Verification of Tier Assessment.

We are excited to offer you the opportunity to enroll in the Workers Compensation Safety Incentive Program. Together we are building safer workplaces.

Sincerely,

A handwritten signature in black ink that reads "Robert M. Thomas". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Robert Thomas  
Loss Control Manager  
Risk Management Services

cc: Stephen Fields



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

**Date: June 15, 2020**

**Resolve: 2020-20**

**SETTING THE HOURS OF VOTER REGISTRATION & POLLS FOR THE JULY 14, 2020 ELECTION**

That the City Clerk as the City of Westbrook's Registrar of Voters shall be available at City Hall for the purpose of conducting voter registration during the City Clerk's Office's hours of operation, 9:00 A.M- 3:00 P.M, additional hours as may be determined by the City Clerk; and be it further resolved that the Westbrook Municipal Officers set the opening time of the polls as 7:00 A.M. and the close of the polls as 8:00 P.M. for the July 14, 2020 State Primary & Special Referendum Election and the School Budget Validation Referendum.

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First and Final Reading: June 15, 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:** Setting the Hours of Voter Registration & Polls

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

**DATE:** 6/10/2020

### **SUMMARY:**

Request to set the hours for voter registration at the City Clerk's Office and for the polls on Election Day.

### **Voter Registration**

9:00 AM - 3:00 PM, Monday - Friday (standard business hours)

### **Polls**

7:00 AM - 8:00 PM, Tuesday July 14, 2020

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

N/A



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

**Date: June 15, 2020**

**Order: 2020-70**

**ACCEPTING UNAPPROPRIATED FUNDS REPORT FOR 3rd Quarter FY 2020**

That the Westbrook City Council hereby accepts the enclosed Unappropriated Funds Report for 3<sup>rd</sup> Quarter FY 2020, in accordance with Order 2019-53.

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First and Final Reading: June 15, 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: Accepting Unappropriated Funds Report for 3rd Quarter FY20

REQUESTED BY: Tressina Germani

DATE: 06/02/2020

### SUMMARY:

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

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

The enclosed document outlines the receipt/expenditure of all unappropriated funds from January - March 2020 (3rd Quarter of FY20).

BUDGET LINES AFFECTED (IF APPLICABLE):

See attached.

UNAPPROPRIATED FUNDS RECEIVED - FY20 Qtr 3 / January 1 - March 31, 2020

Department	Project Name	Submitted By:	Date Received	Received From	Amount	Donation, Forfeiture, Grant, etc./Descrj	Budget Line/Account Name
Police	Police Forfeiture	Mary Morrissey	1/14/2020	Forfeiture Cash PD Evidence	775.50	Forfeiture	21002110-49000-02113/Forfeiture Revenue
Police	Westbrook Recovery Liaison	Mary Morrissey	2/6/2020	Roman Catholic Bishop of Portland	1,000.00	WRFP Donation	22002110-46400-02214/Contributions from Private Sources
Fire	Fire Donations	Mary Morrissey	1/6/2020	R Dvillinsky	100.00	Fire Department Donation	21002210-49000-02120/Other Financing Sources
Fire	Fire Donations	Mary Morrissey	1/6/2020	Jayne Barnes & Pricilla Barnes	100.00	Fire Department Donation	21002210-49000-02120/Other Financing Sources
Fire	Fire Donations	Mary Morrissey	1/28/2020	Westbrook Housing Authority	250.00	Reimbursement for file of life magnets	21002210-49000-02120/Other Financing Sources
Fire	Fire Donations	Mary Morrissey	1/28/2020	Coastal Mutual Aid	300.00	Donated funds for borrowing Fire truck for training	21002210-49000-02120/Other Financing Sources
Library	Library Donations	Julie Peterson	1/1/20-3/31/20	Library Donations	300.00	Donation	21005510-44600-02155/Misc Library Fees
Library	Library Donations	Julie Peterson	1/1/20-3/31/20	Library Booksale	131.00	Booksale Donation	21005510-44600-02155/Misc Library Fees
Library	Library Donations	Julie Peterson	1/1/20-3/31/20	Lost & Paid Library Materials	234.77	Replacement costs paid for lost or damaged items	21005510-44600-02155/Misc Library Fees
Public Services	Street Openings	Arty Ledoux	1/2/2020	Pompeo Sand & Gravel	25.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	1/2-1/23/20	Portland Water District	435.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	1/17/2020	Consolidated Communications	25.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	1/27/2020	S.W. Cole Explorations LLC	25.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Public Services	Street Openings	Arty Ledoux	2/4/2020	Unihil Service Corp	25.00	Street Openings	22003100 44399 02231/Misc PS Dept Fees
Veteran's Office	Veteran Services	Arty Ledoux	2/28/2020	Al Junezewicz	100.00	Donation	22001000-46400-02233/Contributions from Private Sources
Veteran's Office	Veteran Services	Arty Ledoux	3/16/2020	Westbrook Women's Club	231.00	Donation	22001000-46400-02233/Contributions from Private Sources
<b>Grand Total - Unappropriated Funds Received</b>					<b>4,061.27</b>		

UNAPPROPRIATED FUNDS EXPENDED - FY20 Qtr 3 / January 1 - March 31, 2020

Department	Project Name	Submitted By:	Date Expended	Vendor/Payee	Amount	Expenditure Description	Budget Line/Account Name
Police	Police Donations	Mary Morrissey	2/4/2020	Elite K9 Inc	706.89	Electronic Chameleon Ill Collar	21002110-59000-02110/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	1/10/2020	Teresa Valliere	100.00	Supervision Services 12/9/19	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	1/10/2020	Teresa Valliere	100.00	Supervision Services 1/6/20	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	2/4/2020	Irving Falmouth	50.00	Gift Card for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	2/4/2020	Brattleboro retreat	560.00	Brattleboro Retreat	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	2/4/2020	Plymouth House	920.00	Recovery house for client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	2/7/2020	Teresa Valliere	100.00	Supervision Services 2/3/20	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	Cumberland Farms	25.00	Gift Card for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	P & C Automotive	60.00	Auto Repair for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	P & C Automotive	60.00	Auto Repair for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	Uber	13.27	Uber Trip for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	P & C Automotive	60.00	Auto Repair for Client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	Portland Airport	2.00	Parking	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/27/2020	Teresa Valliere	100.00	Supervision Services 3/24/20	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/12/2020	Danielle Rideout	68.66	Reimbursement - Hotel for client	22002110-59000-02214/Other Items
Police	Westbrook Recovery Liaison	Mary Morrissey	3/4/2020	Dunkin Donuts Westbrook	100.00	Fire Department Gift Cards	21002210-49000-02120/Other Items
Fire	Fire Donations	Mary Morrissey	3/20/2020	Maine Wildlife Park	250.00	Annual Park Pass	21005510-59000-02155/Other Items
Library	Library Donations	Julie Peterson	3/27/2020	Radio Communications Management	1,222.80	4 radios/software key licenses	21002150-59000-02124/Other Items
Dispatch	Public Safety Radio Antenna Communication	Mary Morrissey	3/27/2020	Radio Communications Management	1,626.95	Base Radio in Patrol 5gt office	21002150-59000-02124/Other Items
Dispatch	Public Safety Radio Antenna Communication	Mary Morrissey	3/27/2020	Radio Communications Management	1,626.95	Base Radio in Patrol 5gt office	21002150-59000-02124/Other Items
Economic Dev	Westbrook Environmental Improvement	Dan Stevenson	1/6/2020	Amato's	66.59	WEIC Meeting	22001390-58900-02259/WEIC Expense
<b>Grand Total - Unappropriated Funds Expended</b>					<b>6,192.16</b>		



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

**Date: June 15, 2020**

**Order: 2020-71**

**AUTHORIZING AGREEMENT WITH TOWN OF SCARBOROUGH FOR SHARED SERVICES OF ANIMAL CONTROL OFFICER**

That the Westbrook City Council hereby authorizes the City of Westbrook to enter into a shared services agreement with the Town of Scarborough for Animal Control Officers services at a first-year cost of \$36,477.50 with the option for annual renewal as outlined in the attached exhibit.

Funds available in budget line: 10002110-53405

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First Reading: June 15, 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:** Shared services agreement with Town of Scarborough for Animal Control Officer

**REQUESTED BY:** Administration

**DATE:** 06/10/2020

**SUMMARY:**

This is an agreement with the Town of Scarborough to share Animal Control Officer services starting July 1, 2020. Agreement is attached.

**BUDGET LINES AFFECTED (IF APPLICABLE):** Funds will be transferred and available in the budget line:  
10002110-53405

OK [Signature]

**AGREEMENT FOR SHARED ANIMAL CONTROL OFFICER SERVICES  
BETWEEN  
THE TOWN OF SCARBOROUGH  
AND  
THE CITY OF WESTBROOK**

**AGREEMENT** is made between the Town of Scarborough, Maine, a municipal corporation with a mailing address of 259 U. S. Route 1, P. O. Box 360, Scarborough, ME 04070-0360 ("Scarborough") and the City of Westbrook, a municipal corporation with a mailing address of 2 York Street, Westbrook, ME 04092 ("Westbrook"), collectively (the "Parties"), as follows:

**WHEREAS**, Scarborough has the means and capacity to provide Animal Control services to Westbrook; and

**WHEREAS**, Westbrook wishes to contract with Scarborough for the provision of Animal Control services; and

**WHEREAS**, Scarborough is willing and able to provide Animal Control Officer Services to Westbrook;

**NOW THEREFORE**, in consideration of the promises and the covenants set forth herein, the Parties agree as follows:

**1. Services to be Provided.**

Scarborough will provide a fully trained and certified Animal Control Officer (ACO) to Westbrook. The ACO will enforce Westbrook Ordinances and State Laws relative to the regulation and control of domestic animals and wildlife as outlined in Attachment A. The ACO will be an employee of Scarborough, which shall provide wages and benefits in accordance with Scarborough personnel policies. Scarborough shall provide copies of applicable wage and benefit schedules to Westbrook on an annual basis.

**2. Term.**

The initial term of this Agreement shall commence on July 1, 2020 and end on June 30, 2021. The parties agree to meet on, or before, December 31, 2020 to review the sufficiency of the services provided under this Agreement. **Following the initial period, this Agreement shall be automatically renewed without affirmative action by the Parties for successive one-year periods each July 1<sup>st</sup> until notice of termination as set forth in this Agreement is otherwise given. This Agreement may be extended for future additional terms by the mutual consent of the Parties. Such extensions shall be the subject of formal approvals by both Parties in writing and shall include such additional terms and conditions of such extension(s), including, but not limited to, changes in the annual fees or levels of service related to the provision of Animal Control Services.**

**3. Payments for Services.**

- A. During the first year of the contract from 7/1/20 – 6/30/21, Westbrook shall pay Scarborough as the fee Animal Control Services the amount of \$34,327.50 for the period or at the rate of \$2,860.62 per month. This amount equals 50% of the personnel cost of the Animal Control Officer. The personnel cost shall be based upon the annual wage and benefits schedule as set forth in Section 1 of this Agreement.

B. Thereafter, the annual contract amount will increase by Westbrook's proportionate share of the ACO's personnel cost.

C. Additional Responsibilities/Contributions of Westbrook.

- i. In addition to the personnel costs outlined above, Westbrook agrees to reimburse Scarborough for 50% of the actual Animal Control Officer's (ACO) vehicle maintenance and fuel costs. These costs will be actual but estimated to be \$2,150 annually.

**4. Primary Contact Person for Scarborough.**

Scarborough's Deputy Police Chief shall be the primary contact person for the Animal Control Officer related to and coordination of the provision of ACO services contemplated under this Agreement by Scarborough to Westbrook. While responding or patrolling in Westbrook, ACO will report to Westbrook shift commander.

**5. Westbrook's Coordination Responsibilities.**

Westbrook shall be additionally responsible for the following:

- A. Providing IMC and other IT access and support to the ACO necessary to perform ACO responsibilities.
- B. Providing supervision, coordination, and support to the ACO when performing animal control duties.
- C. Providing necessary equipment for ACO services unique or limited to Westbrook.
- D. Maintaining existing contractual agreements with the Animal Refuge League.

**6. Confidential Information.**

- A. The Parties acknowledge that during performance of this Agreement they each may be exposed to or acquire confidential information. Subject to the requirements of federal and state law, the Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third parties or to use such information for any purpose other than for the provision of ACO Services
- B. The Parties shall advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of such information. Without limitation of the foregoing, the Parties shall make reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to such information has violated or intends to violate either the terms of this Agreement, or applicable law and will reasonably cooperate in seeking injunctive relief against any such person.
- C. Nothing in this Agreement shall prohibit disclosure of public records or other information by either Party when such disclosure is required by Maine's Freedom of Access law, 1 M.R.S.A. sec. 401 et seq., allowed under the Intelligence and Investigative Record Act Sections 801-

809 of 16 M.R.S.A. Sec. 801 et seq., the Criminal History Record Information Act, 16 M.R.S.A. Sec. 611, et seq., or by court order.

- D. The Parties shall cooperate in responding to requests for public records sought in connection with or related to this Agreement and agree that the terms of Paragraph 6 shall survive the expiration or termination of this Agreement.

**7. Scarborough's Supervisory Responsibilities.**

Scarborough shall be solely responsible for supervising the performance of the Scarborough personnel who provide Westbrook with ACO Services. Westbrook supervisory public safety personnel may at any time communicate questions, concerns or complaints to, or seek clarifications from, the Scarborough supervisory personnel responsible for overseeing or providing Animal Control Services to Westbrook. In the event that such questions, concerns or complaints verbally brought to the attention of Scarborough are not satisfactorily resolved in a timely manner, Westbrook may communicate such questions or concerns in writing to the Scarborough Police Chief. The Police Chief shall take any such action as may be warranted under Scarborough's personnel policies, rules or regulations governing the Animal Control Officer and thereafter will communicate to Westbrook in writing on Scarborough's response and actions taken.

**8. Limitations on Waiver.**

The Parties shall not be deemed to have waived any provision of this Agreement unless expressed in writing and signed by the waiving Party. The Parties agree that they shall not assert in any action relating to the Agreement that any waiver occurred between the Parties that is not expressed in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the terms and provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any Party of anyone or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement.

**9. Termination of Agreement.**

A. **In Event of Breach.**

Each Party shall have the right to terminate this Agreement in the event of a material breach or default by the other Party of the other Party's obligations hereunder that is not cured within thirty (30) days from the date of receipt by the breaching Party of written notice of such breach from the non-breaching Party. If the breach or default, by its nature, cannot be cured within such thirty (30) day period, then the breaching Party shall have such additional time (not to exceed thirty (30) additional days) as may be necessary to cure the breach or default, provided the breaching Party has exercised reasonable efforts and taken appropriate action to begin cure of the breach or default within the initial thirty (30) day cure period.

B. At the Convenience of the Parties.

This Agreement may be terminated by either Party for convenience by notifying the other Party in writing at least (6) six months prior to the date of termination. Between the time of notice and the date of termination, the Parties agree to work together to ensure continuation of ACO services.

**10. Excuse from Performance due to Force Majeure.**

Scarborough shall be excused from its performance obligations under this Agreement if Scarborough's provision of ACO services are prevented by act of God, act of war, riot, fire, explosion, flood or other catastrophe, or any other event beyond the control of, and that could not reasonably be foreseen or avoided by, Scarborough.

**11. Indemnity, Immunity and Insurance.**

- A. The Parties shall continue to enjoy the immunities and protections under the Maine Tort Claims Act, 14 M.R.S. A. Sec. 8101 et seq., and all other state and federal laws and nothing in this Agreement shall be construed as a waiver of any such immunities and protections as they relate to third parties.
- B. The Parties shall share this Agreement with their respective insurers to ensure that it conforms to each community's insurance requirements, policy limits and coverages, and the Parties in good faith thereafter agree to execute such reasonable amendments to this Agreement required by their insurers.
- C. Subject to and without waiver of the limitations and protections under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 8101 et seq., as those provisions relate to third parties, each Party shall indemnify and hold harmless the other from any and all liability, loss or damage arising out of the Party's performance or failure to perform any of its obligations set forth in this Agreement.
- D. The Parties further agree to defend any claims brought or actions filed against the other Party with respect to the Party's performance or nonperformance of this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

**12. Maintenance of Records.**

Scarborough shall maintain and retain as records available to Westbrook the books, documents, records and all other materials, in whatever form, as pertain to the services under this Agreement for such periods of time as required by state and federal law.

**13. Governing Law and Severability.**

This Agreement shall be governed by and interpreted under the laws of the State of Maine. The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

**14. Full Terms and Amendment.**

This Agreement contains the entire agreement of the Parties with respect to the matters addressed therein and may only be amended in writing agreed to by both Parties.

**15. Costs Associated with Disputes.**

In the event of a dispute between the Parties under this Agreement, each Party shall be solely responsible for its own expenses, costs and attorney fees.

**16. Ongoing Oversight of Agreement.**

The Westbrook City Administrator and Scarborough Town Manager shall be responsible for the oversight and ongoing administration of this Agreement.

**17. Filing of Copies of Executed Agreement.**

Upon the execution of this Agreement, each Party shall provide a copy to their respective Clerks, and also file a copy with the Maine Secretary of State in accordance with 30A M.R.S.A. Sec. 2204.

**WHEREFORE**, the Parties, after duly processing the required procedures and voting to approve this Agreement, have authorized and directed their respective chief executives to execute this Agreement on each respective Parties behalf on the dates set forth below.

**THE TOWN OF SCARBOROUGH**

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

\_\_\_\_\_  
By: Thomas J. Hall, Town Manager

**THE CITY OF WESTBROOK**

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

\_\_\_\_\_  
By: Jerre Bryant, City Administrator

## **ATTACHMENT A**

### **SPECIFICATIONS OF SERVICES TO BE PERFORMED**

Scarborough agrees to provide Westbrook with Animal Control Services as outlined below:

1. Scarborough will provide all of the facilities, equipment and personnel sufficient and adequate to provide Westbrook with Animal Control Officer services
2. Investigate complaints concerning the regulation, control and licensing of dogs and other animals.
3. Investigate complaints concerning abuse or cruelty to animals.
4. Determine if any state laws or local ordinances have been violated, and take appropriate action.
5. Capture, confine, and transport animals for the purposes of quarantine euthanasia, medical treatment, or return to owners.
6. Instruct animal owners/keepers on the proper control, care and regulations concerning domestic animals.
7. Issue warnings and/or citations to animal owners/keepers and appear as a witness in court should the circumstances require such actions.
8. Conduct routine patrol within all areas of the community for the prevention and control of domestic and non-domestic animal related problems.
9. Rescue or aid in the rescue of trapped, wounded, sick or injured animals and seek appropriate medical assistance when deemed necessary.
10. Routinely confer with local businesses, concerned with animal care, to establish a rapport, offer assistance and gain information regarding new products and techniques.



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

**Date: June 15, 2020**

**Order: 2020-72**

**AUTHORIZING CONTRACTS FOR RECONSTRUCTION OF CORNELIA WARREN FOUR SEASON RINK**

That the Westbrook City Council hereby authorizes the two (2) attached contracts with Court Builders of America of Andover, MA for the reconstruction of the Cornelia Warren Four Season Rink, located at 58 Lincoln Street, at a total cost not to exceed \$263,600.

Funds available in budget line: 22005100-58900-G1903

---

First Reading: June 15, 2020

Second and Final Reading:

Attest:

---

City Clerk

---

Mayor



# CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

## REQUEST FOR COUNCIL ACTION

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

**PROPOSED TITLE:** Cornelia Warren Four Season Rink

**REQUESTED BY:** Robyn Saunders, Project Manager

**DATE:** 06/04/2020

### SUMMARY:

This request is for the City Council to authorize a Total expenditure of \$115,088 through the execution of 2 contracts with Sports Court of New England for the Cornelia Warren Four Season Rink Project. The separation of contracts is due to CDBG funding requirements. The two contracts are attached and are explained as follows:

Contract #1 - To manufacture and install a dasher board system for this four season rink/soccer field project that is 100% funded by a grant from CDBG, of which \$70,000 has already been paid directly by the CDBG program.

Remaining City expenditure for this contract = \$50,000.

Contract #2 - To construct a concrete slab on which the outdoor sports floor will be installed, which is funded by grants from the Cornelia Warren Community Association, SoccerMaine, & US Soccer Foundation. A payment for \$50,000 has already been paid per Council Order 2019-189.

Remaining City Expenditure for this Contract = \$65,088.

The grant funds for this project were accepted as part of the Council Orders 2019-139 and 2019-189.

First reading requested 6-15-2020 with a second reading scheduled for 7-6-2020 to ensure on-site construction can begin on or by July 15, 2020.

### BUDGET LINES AFFECTED (IF APPLICABLE):

Expenditure - 22005100 58900 G1903

TAA  
OK  
6/10/20

# CONTRACT #1

## FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the **City of Westbrook** (hereafter referred to as "Owner") and **Court Builders of America (CBA)**, d/b/a Sport Court New England, located at 15 Geneva Road in Andover, MA (hereafter referred to as "Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work at the **Cornelia Warren Four Season Rink** at 58 Lincoln Street, Westbrook, Maine as specified or indicated in the Contract Documents. The Work is generally described in the Drawings (attached) and Contractor's Bid (Invoice dated 11/15/2019) included as **Exhibit A**, which includes (but is not limited to) manufacture, delivery, and installation of:

- A. An outdoor, multi-sport, enclosed board system as described in the Contractor's Bid in Exhibit A.

#### BAP 6.0 SIGNATURE SERIES OUTDOOR HOCKEY DASHER BOARD SYSTEM

### DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

- Rink Size: 180' x 80' x 15' radius – 496 lineal feet of 42" high galvanized steel frame dasher boards (Ring only – no boxes)
- 1/4" white high-impact fiberglass dasher facing
- 1/4" x 8" high white high-impact fiberglass kick plate
- 3/4" white UV-stabilized HDPE cap rail
- All panels pre-assembled. All panel steel framing hot-dip galvanized after fabrication with 5/8" drilled in epoxy anchors

### GATES

- One 8'-0" double leaf equipment gate complete with heavy-duty adjustable hinges, slide bar, cane bolts and heavy-duty casters
- Two 3'-0" access gates with heavy duty hinges and latches
- 1" thick high-density polyethylene thresholds on all 3 player access gates

### UPPER CONTAINMENT – PROTECTIVE NETTING

- 204 lineal feet (102 lineal feet for each end and two adjacent corners) of 4' high Kevlar™ netting with all vertical supports and horizontal cabling (Top & bottom of netting only)

### SUPERVISION OF THE INSTALLATION

- Becker Arena Products, Inc. will furnish a supervisor for the installation under this contract.
- CBA will furnish a complete crew and tools for the installation of all materials.

- B. Drawings consisting of sheets bearing the following general project titles:

- Cornelia Warren [Four Season Rink] Westbrook, Maine (WELMAR Recreational Products)
- 30 Lincoln St. 80' x 180' Multi-Game Rink (Sport Court New England)

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents may be the whole or only a part, is generally described as follows:

Cornelia Warren Four Season Rink  
58 Lincoln Street  
Westbrook, ME

**ARTICLE 3 – RESPONSIBLE PARTIES**

3.01 Owner’s Representatives.

A. Owner designates the individual listed below as its Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract:

Jerre Bryant, City Administrator  
Westbrook City Hall  
2 York Street  
Westbrook, ME 04092  
207-854-9105

B. The Engineer of Record is listed below, but the Owner designates for this project the individual listed below as its Owner’s Representative and Engineer, which individual has the authority and responsibility set forth in the General Conditions of this Contract:

OWNER’S REPRESENTATIVE/ENGINEER	ENGINEER OF RECORD
Robyn Saunders, Project Manager	Eric Dudley, P.E., City Engineer
Westbrook City Hall	Westbrook Public Services
2 York Street	371 Saco Street
Westbrook, ME 04092	Westbrook, ME 04092
207-233-6305	207-854-0660

3.02 Contractor’s Representative. The Project has been designed by the Contractor and/or its designee. The Contractor designates the individual listed below as its Senior Representative, which has the authority and responsibility for avoiding and resolving disputes under this Contract, as well as the authority and responsibility set forth in the General Conditions of this Contract.

Jim Arnold, President  
Sport Court New England  
Court Builders of America (CBA)  
15 Geneva Road  
Andover, MA 01810  
978-828-9232

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, Completion and Readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work for Cornelia Warren Four Season Rink will be substantially completed within **8 weeks** of the Notice to Proceed. Construction on this Contract can start no later than **July 15, 2020**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the times specified in Paragraph 4.02 until the Work is started or completed.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A-C:

- A. The Unit Price for the Work is presented in **Exhibit A**, a Lump Sum of:

One-Hundred Twenty Thousand Dollars                      (\$ 120,000)

- B. The City has already paid, on their behalf from Cumberland County Community Development Block Grant (CDBG) funds, a deposit of:

Seventy Thousand Dollars                                      (\$ 70,000)

- C. The balance remaining or Contract Price to be paid to the Contractor is:

Fifty Thousand Dollars    (\$ 50,000).

on the City’s behalf from Cumberland County’s CDBG Program with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract:
  - 1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### 6.03 Final Payment

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in the General Conditions.

## ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS**

### *8.01 Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive)
  - 2. Performance bond (pages 610-1 to 610-3, inclusive)
  - 3. Payment bond (pages 615-1 to 615-3 inclusive)
  - 4. General Conditions (as included in the Project Manual)
  - 5. Supplementary Conditions (as included in the Project Manual)
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Drawings consisting of sheets with each sheet bearing the following general project title:
    - Cornelia Warren (Four Season Rink), Westbrook, Maine.
    - 30 Lincoln St. 80' x 180' Multi-Game Rink.
  - 8. Addenda (None).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 9 to 10, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages 11 to **XX**, inclusive)
  - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 550-1, inclusive).
    - b. Work Change Directives.
    - c. Change Order(s).

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.2 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### *9.01 Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *9.02 Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *9.03 Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### *9.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### *9.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
  1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC ® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_.

OWNER:

CONTRACTOR:

CITY OF WESTBROOK

COURT BUILDERS OF AMERICA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Jerre Bryant

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

Title: City Administrator

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

*(If Contractor is a corporation or partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service or process:

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State Issuing License: \_\_\_\_\_

EXHIBIT A – CONTRACTOR’S BID

Sport Court New England®  
Court Builders of America® (CBA)  
PO Box 375  
Andover, MA 01810  
Phone 978-828-9232  
Jim@SportCourtNE.com  
<http://www.sportcourtnewengland.com/>

15 November 2019

Greg Post  
Director of Community Services  
City of Westbrook, Maine  
City Hall  
2 York Street  
Westbrook, ME 04092  
207-854-0676 ext. 5265  
[gpost@westbrook.me.us](mailto:gpost@westbrook.me.us)

**Invoice**

**BAP 6.0 SIGNATURE SERIES**

OUTDOOR HOCKEY DASHER BOARD SYSTEM  
DASHER FRAMING & POLYETHYLENE FACING  
CAP RAIL & KICK PLATE

Rink Size: 180’ x 80’ x 15’ radius –  
496 lineal feet of 42” high

BAP 6.0 *Signature Series* galvanized steel frame dasher boards (Ring only – no boxes)

1/4" white high-impact fiberglass dasher facing

1/4" x 8" high white high-impact fiberglass kick plate

3/4" white UV stabilized high-density polyethylene cap rail

All panels pre-assembled

All panel steel framing hot dip galvanized after fabrication

5/8" drilled in epoxy anchors

**GATES**

One 8'-0" double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy-duty casters

Two 3'-0" access gates with heavy duty hinges and latches

1" thick high-density polyethylene thresholds on player access gates

**UPPER CONTAINMENT – PROTECTIVE NETTING**

204 lineal feet (102 lineal feet for each end and two adjacent corners) of 4' high Kevlar™ netting with all vertical supports and horizontal cabling (Top & bottom of netting only)

**SUPERVISION OF THE INSTALLATION**

Becker Arena Products, Inc. will furnish a supervisor for the installation.  
CBA will furnish a complete crew and tools for the installation of all materials.

<b>TOTAL PRICE F.O.B. Westbrook, ME...</b>	<b>\$120,000</b>
<b>Deposit required...</b>	<b>\$70,000</b>

Please remit to:

Court Builders of America  
PO Box 375  
Andover MA 01810

# CONTRACT #2

## FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between the City of Westbrook (hereafter referred to as “Owner”) and Court Builders of America (CBA), d/b/a Sport Court New England, located at 15 Geneva Road in Andover, MA (hereafter referred to as “Contractor”). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

1. Contractor shall complete all Work at the **Cornelia Warren Four Season Rink** at 58 Lincoln Street, Westbrook, Maine as specified or indicated in the Contract Documents. The Work is generally described in the Drawings (attached) and two Contractor’s Bids (one dated 11/15/2019, the other dated 5/14/2020) included as Exhibit A.1 and A.2, respectively, which includes (but is not limited to):

A. An outdoor playing surface as described in Contractor’s Bid in Exhibit A.1

#### Sport Court outdoor playing surface

- PowerGame premium surface, specified by U.S. Soccer Foundation.
- Warranty for this product is 15 years.
- Price includes shipping, installation and painted lines.

B. Concrete work as described in the Contractor’s Bid in Exhibit A.2

#### Concrete subbase for Sport Court outdoor playing surface

- Form + place 5” thick pad of 4,000-psi exterior grade concrete
- Concrete reinforced with fiber mess + steel trowel finish
- Pitch of pad:
  - ½” per every 10 feet, crowned at center
  - Pitch shall be toward sides, as opposed to end-to-end

C. Drawings consisting of sheets bearing the following general project title:

- Cornelia Warren [Four Season Rink] Westbrook, Maine (WELMAR Recreational Products)
- 30 Lincoln St. 80’ x 180’ Multi-Game Rink (Sport Court New England)

### ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only ENG partgenerally described as follows:

Cornelia Warren Four Season Rink  
58 Lincoln Street  
Westbrook, ME

**ARTICLE 3 – RESPONSIBLE PARTIES**

3.01 Owner’s Representatives.

- A. Owner designates the individual listed below as its Senior Representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract:

Jerre Bryant, City Administrator  
Westbrook City Hall  
2 York Street  
Westbrook, ME 04092  
207-854-9105

- B. The Engineer of Record is listed below, but the Owner designates for this project the individual listed below as its Owner’s Representative and Engineer, which individual has the authority and responsibility set forth in the General Conditions of this Contract:

OWNER’S REPRESENTATIVE  
Robyn Saunders, Project Manager  
Westbrook City Hall  
2 York Street  
Westbrook, ME 04092  
207-233-6305

ENGINEER OF RECORD  
Eric Dudley, P.E., City Engineer  
Westbrook Public Services  
371 Saco Street  
Westbrook, ME 04092  
207-854-0660

- 3.02 Contractor’s Representative. The Project has been designed by the Contractor and/or its designee. The Contractor designates the individual listed below as its Senior Representative, which has the authority and responsibility for avoiding and resolving disputes under this Contract, as well as the authority and responsibility set forth in the General Conditions of this Contract.

Jim Arnold, President  
Sport Court New England  
Court Builders of America (CBA)  
15 Geneva Road  
Andover, MA 01810  
978-828-9232

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, Completion and Readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work for Cornelia Warren Four Season Rink will be substantially completed within **8 weeks** of the Notice to Proceed. Construction on this Contract can start no later than **July 15, 2020**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties

also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated funds damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the times specified in Paragraph 4.02 until the Work is started or completed.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A-D:

A. The Unit Price for the Work is presented in **Exhibit A.1 + A.2**, a Lump Sum of:

Ninety-Three Thousand Six Hundred Dollars (\$ 93,600),

for the Sport Court outdoor playing surface in Exhibit A.1; and

Fifty Thousand Dollars (\$ 50,000),

for the Concrete Work to be installed prior to the Sport Court outdoor playing surface in Exhibit A.2.

B. The City has already paid a deposit of:

Fifty Thousand Dollars (\$ 50,000),

toward the Sport Court outdoor playing floor that shall be subtracted from the Contractor's Bid in Exhibit A.1.

C. The City has also received a discount from the US Soccer Foundation of:

Twenty-Eight Thousand Five Hundred and Twelve Dollars (\$ 28,512),

toward the Sport Court outdoor playing floor that shall be subtracted from the Contractor's Bid in Exhibit A.1.

D. The balance remaining or Contract Price to be paid to the Contractor is:

Sixty-Five Thousand Eighty-Eight Dollars (\$ 65,088),

for Work described in **Exhibit A.1 + A.2** with the completion of the Work in accordance with the Contract Documents.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### *6.01 Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### *6.02 Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided elsewhere in the Contract:
  - 1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### *6.03 Final Payment*

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by the Engineer as provided in the General Conditions.

## **ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS**

### 7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed

by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 – CONTRACT DOCUMENTS**

### *8.01 Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive)
  - 2. Performance bond (pages 610-1 to 610-3, inclusive)
  - 3. Payment bond (pages 615-1 to 615-3 inclusive)
  - 4. General Conditions (as included in the Project Manual)
  - 5. Supplementary Conditions (as included in the Project Manual)
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Drawings consisting of sheets with each sheet bearing the following general project title:
    - Cornelia Warren (Four Season Rink), Westbrook, Maine.
    - 30 Lincoln St. 80' x 180' Multi-Game Rink.
  - 8. Addenda (None).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bids (pages 9 to 10, inclusive).
    - b. Documentation submitted by Contractor prior to Notice of Award (pages 11 to **XX**, inclusive)

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 550-1, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.2 of the General Conditions.

## **ARTICLE 9 – MISCELLANEOUS**

### *9.01 Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### *9.02 Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### *9.03 Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### *9.04 Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### *9.05 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution:
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC ® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on \_\_\_\_\_.

OWNER:

CONTRACTOR:

CITY OF WESTBROOK

COURT BUILDERS OF AMERICA

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

By: Jerre Bryant

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

Title: City Administrator

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

*(If Contractor is a corporation or partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agent for service or process:

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State Issuing License: \_\_\_\_\_

**EXHIBIT A.1 – CONTRACTOR’S BID**

Sport Court New England®  
Court Builders of America® (CBA)  
PO Box 375  
Andover, MA 01810  
Phone 978-828-9232  
Jim@SportCourtNE.com  
<http://www.sportcourtnewengland.com/>

15 November 2019

Greg Post  
Director of Community Services  
City of Westbrook, Maine  
City Hall  
2 York Street  
Westbrook, ME 04092  
207-854-0676 ext. 5265  
[gpost@westbrook.me.us](mailto:gpost@westbrook.me.us)

Invoice

Deposit for Sport Court playing surface.  
To be installed at Lincoln Street soccer and hockey rink.  
PowerGame premium surface, specified by U.S. Soccer Foundation.  
Warranty for this product is 15 years.  
Price includes shipping, installation and painted lines.  
Total charge is \$93,600. Deposit... \$50,000

Please remit to:

Court Builders of America  
PO Box 375  
Andover MA 01810

## EXHIBIT A.2 – CONTRACTOR’S BID

Sport Court New England®  
Court Builders of America® (CBA)  
PO Box 375  
Andover, MA 01810  
Phone 978-828-9232  
Jim@SportCourtNE.com  
<http://www.sportcourtnewengland.com/>

14 May 2020

Robyn Saunders  
Departments of Engineering + Planning  
Project Manager  
Cell: (207) 233-6305  
[RSaunders@westbrook.me.us](mailto:RSaunders@westbrook.me.us)  
City of Westbrook, Maine  
City Hall  
2 York Street  
Westbrook, ME 04092

### Invoice

Concrete work to be installed at Lincoln Street soccer and hockey rink.  
Measures approximately 180’ x 80’ totaling approximately 14,400 square feet.

- Form and pour 5 inches of 4000-psi exterior grade concrete.
- Concrete reinforced with fiber mesh; steel trowel finish.
- Pitch of pad will be 1/2 inch per every 10 feet, crowned at center.
- Pitch shall be toward sides, as opposed to end to end.

\$50,000

Please remit to:

Court Builders of America  
PO Box 375  
Andover MA 01810



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

**Date: June 15, 2020**

**Order: 2020-73**

**APPROVING THE FY 2020-2021 GENERAL FUND, RECREATION FUND & PARKING GARAGE FUND**  
**ANNUAL VENDOR LISTS**

That the Westbrook City Council hereby approves the attached FY 2020-2021 Annual Vendor Lists for the General Fund, Recreation Fund and Parking Garage Fund for disbursements not to exceed the stated amounts.

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First Reading: June 15, 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:** APPROVING THE FY 2020-2021 GENERAL FUND, RECREATION FUND, AND PARKING GARAGE FUND ANNUAL VENDOR LISTS

**REQUESTED BY:** Finance Department

**DATE:** 06/05/2020

### SUMMARY:

Approving the attached vendor lists for the FY 2020-2021 General Fund, Recreation Fund, and Parking Garage Fund disbursements not to exceed the stated amount to the stated vendors, their successors or assigns.

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

City of Westbrook FY2020-2021  
General Fund Vendor List

Account Number	Account Name	Total Budget	Vendors
52100	Health Insurance	\$2,715,807	Maine Municipal Employees Health Trust
52105	HRA Contribution	\$115,000	Group Dynamic
52106	Dental Insurance	\$176,901	Allegiant Care, Maine Dental Service Corporation, Northeast Delta Dental, Northern New England Benefit Trust
52200	Social Security/Medicare	\$585,697	United States Treasury IRS
52300	ICMA	\$194,502	ICMA Retirement Corporation, M&T Bank
52301	MPERS	\$1,089,223	Maine Public Employees Retirement System
52600	Unemployment	\$10,000	Maine Department of Labor, Treasurer State of Maine
52700	Workers Compensation	\$576,189	Maine Municipal Association
52800	Other Employee Benefits	\$104,800	Affiliated Healthcare Management, American Family Life Assurance Company (AFLAC), Dearborn National Life Insurance Company, Group Dynamic, ICMA Retirement Corporation, M&T Bank, VantageCare
52900	Wellness & Safety Program	\$5,000	Amazon, Bayside Employee Health Center, Quill Corporation, WB Mason, Wolf Technology Group
52901	Uniforms	\$125,270	Admiral Fire & Safety, Allen Uniform Sales, Amazon, Bergeron Protective Clothing, Brand Company Inc, Cabela's, Cintas Corporation, Department of Justice, East Coast Emergency Outfitter, Emblems Inc, Galls, Hanging by a Thread, <b>Huntress Uniforms</b> , Industrial Protection Services, Lamey Wellehan, LA Police Gear, Mach V Group LLC, Maine-ly Red Wing, Municipal Emergency Services, Neptune Uniforms & Equipment, OfficerStore.com, Old Navy, Olympia Sports, Paul's Shoe Repair, Point Blank, Port City Graphics, Red Wing Shoe Store, REM Safety Supply, Renys, <b>Stadri Emblems</b> , The Fire Store, The Vest Man, Tri-State Police & Fire Equipment, Winterport Boot, Wiltmer Public Safety Group, Xtreme Screen & Sportwear
52902	Medical Exams/Physicals	\$45,911	Bayside Employee Health Center, Cintas Corporation, Concentra Medical Partners, Industrial Hearing Testing, Occupational Health Centers of the Southwest, Saco Bay Physical Therapy, Philip Smith, Wendy Kjeldgaard
53300	Professional EE Training & Travel	\$171,268	AAA Police Supply, Accuracy, Amazon, Atlantic Partners EMS, Combined Tactical Systems, County of Cumberland, Cumberland County Soil and Water Conservation District, Dedham Sportsmens Center, Dirigo Safety, Ebsco, FBI LEEDA, Gordon Graham, Government Finance Officers Association, Graham Research Consultants, Granite State Police Career Counseling, Harris Computer Systems, HRE LLC, Industrial Organizational Solutions, International Economic Development Council, Interpret Maine, Iowa College Acquisition Corporation, JPMA Staff Development Solutions, Kaplan University, Maine Board of Pesticide Control, Maine Building Officials & Inspectors Association, Maine Chiefs of Police Association, Maine Community College System, <b>Maine Government Finance Officers Association</b> , Maine Justice Academy, Maine Local Roads, Maine Municipal Association, Maine Municipal Tax Collectors and Treasurers Association, <b>Maine Turnpike Authority</b> , Maine Recreation & Park Association, Maine Town & City Clerks Association, Manpower, Munis, National Fire Protection Agency, National Recreation & Park Association, New England Association of City & Town Clerks, New England Medical Instruction, New England Sports Turf Managers Association, Northern New England Recreation & Park Association, Pine Point FTC, Praetorian Digital, Presumpscot River FF1 Academy, Roger Audette, Safety.BLR, Scott Mattox, Sirchie Acquisition Company, Southern Maine Library District, Southern Maine Regional Training Council, Sports Turf Managers Association, <b>SRT Concepts LLC</b> , Task Force 1, Tenzinga, Town of Gorham, Traditions Training, Training Technologies International, Treasurer State of Maine, Tri-County Training Association, Tyler Technologies, Ultramax, United Ambulance, United Language Group, University of Maine, VTEC Maine
53405	Contractual Services	\$53,405	<b>217 Spurwink Corp</b> , Corey Electric, LDT Enterprises, Springborn Staffing, <b>Without A Trace Mobile Shredding</b>
53410	Consultants	\$326,815	City of South Portland, Corey Electric, Credere Associates, Cumberland County Soil & Water Conservation District, Gorrill-Palmer Consulting Engineers, Industrial Organizational Solutions, Milone & MacBroom, Sebago Technics, Stantec, Terradyn Consultants, Tideview Group, Verrill Dana, Wright Pierce
53450	Legal Services	\$160,000	Bergen & Parkinson, Bernstein Shur Sawyer & Nelson, Drummond Woodsum, Jensen Baird Gardner & Henry, Monaghan Leahy, Moncure & Barnicle, Perkins Thompson, Preti Flaherty Beliveau & Pachios, Verrill Dana, Woodman Edwards Danylik Austin Smith & Jacques
53451	ProfConsult - Arbitrators	\$2,000	Maine Labor Relations Board
53460	ProfConsult - Auditor	\$37,421	Wipfli LLP
53520	ProfConsult - IT/Technology	\$148,000	DSCI, EXACOM, TPx Communications
53615	Interpretive Services	\$1,700	Catholic Charities Maine, Interpret Maine, Language Line Services, The New Translation and Interpretation
53616	Lab Services	\$9,675	Armor Forensics, City of Portland, Environmental Systems Research Institute (ESRI), HETL Chem Forensic
53617	GIS Project	\$41,000	Bradstreet Consultants, CAI Technologies, Cartographic Associates, Woodard & Curran
53618	Postclosure Care Costs	\$17,500	Sevee & Mahar Engineers
53619	Records Management	\$12,500	Gaylord Archival, General Code, Kofile Technologies, WB Mason
53621	ProfService - Collections	\$46,500	Samuel Sherry, Town of Gorham
53624	Analysis Programs	\$3,500	Amazon, Environmental Systems Research Institute (ESRI), GovConnection, Howard Consulting & Investigations, Katana Forensics, <b>Lexis Nexis</b> , Logotech, Thomas Howard
53712	Background/App Screen	\$2,000	Backgrounds Online, Maine Information Network
53714	Registrar Fees	\$9,000	Cumberland County Registry of Deeds
53715	Refuse Collection	\$500	Pine Tree Waste
53717	Veterinary Services	\$838,656	Animal Emergency & Specialty Care, Animal Specialty Care Center of Maine, Dehler Animal Clinic
54105	Water & Sewer (Utility)	\$32,800	Portland Water District
54110	Hydrant Fees	\$150,912	Portland Water District
54200	Cleaning Supplies/Services	\$227,300	BSC Cleaning Services, Commercial Cleaning Company, GDI Services Inc

City of Westbrook FY2020-2021  
General Fund Vendor List

54300	Repairs/Maintenance (NonCap)	\$260,300	A-1 Lockbox, Able Air Corp, Above and Beyond, Air Cleaning Specialists of New England, Allied Equipment, <u>Amazoli</u> , ARI Herta, Arkie Rogers Septic Service, Automation, Automotive Garage Tools, B&B Towing, Blue Planet Graphics, Boom Technologies, Brackett Machine, Brackett's Sharpening Service, Bucky's Auto Glass, Burns Fencing, C N Wood North, Carpet Specialist, Chad Little Outdoor Power, Chadwick Baross, Christopher Harnois, Christopher Hodges, Cintas Corporation, Cirus Controls, Clean Air Technologies, Clean Harbors Environmental Services, Component Repair & Supply, Consolidated Electrical Distributors, Corey Electric, Crown Equipment Corporation, Crown Lift Trucks, CRS Component Repair, Cummins Northeast, <u>Custom Float Services</u> , Custom Restraint & Strap Co, Custom Truck One Source, Daigle & Houghton, Darlings Plumbing & Heating, Dews Door Company, Diane Stevens, Election Systems & Software, Environmental Projects, F W Webb Company, Freightliner of Maine, G & E Roofing, Gilman Electrical Supply, Gorham Machine & Fabrication, Gould Service, Grainger, Hale Trailer, Hall Implement, Harnois Paint Company, Harrison Shrader Enterprises, Hartford Communications, Hews Auto Body, Hillside Lumber, Home Depot, Honeywell International, Howard P Fairfield, Hydraulic Hose & Assemblies, Industrial Protection Services, IPS LLC, ISCS Hydraulics, John Jackman Welding, Jordan Equipment, J-Pro, K L Jack & Co, Kamco Supply Corp of Boston, Kaza Electric, Knowles Industrial Service Corp, Konecranes, L P Appliance, Lenox Cleaning Systems, Lock Stock & Barrel, Maaco, Maine Building Specialties Co, Maine Fabrication, Maine Kenworth, Maine Radio, Maintenance Technologies, <u>Market Square Architects</u> , MB Tractor & Equipment, MC Faulkner, McFarland Spring Corp, Messer Truck Equipment, Morrison & Sylvester, MSC Aquisition Company, National Engineering & Testing Service, Nations Rent, New England Battery Distributors, <u>New England Detroit Diesel</u> , <u>New England Diesel Service</u> , New England Kenworth, Noregon Vehicle Data, North American Equipment, Northeast Emergency Apparatus, Northeast Technologies, Northeast Test Consultants, Northland Holder, Nortrax, O'Conner GMC, Overhead Door Co, Palmer Spring Company, Patriot Mechanical, Petroleum Maintenance Systems, Phillips & Sons Body Shop, Plumbmaster, Portland Glass, Portland North Truck Center, Portland Pump Company, Power Products, Prime Electric Motors, Pro-Tech Refrigeration, Radio Communications Management (RCM), <u>R B Allen</u> , RBG, Roberts Auto Body, Robinsons Transmission, Rowe Ford, R Stewart Heavy Hauling, S A McLean, Sherwin Williams, Sign Pro, Simard and Sons, Sportsmans Hardware, Stevens Electric & Pump Service, Stewarts Towing, Stoneham Ford, Sunbelt Rentals, SupplyWorks, The Lift Guy, TransAxle, Triple M Poly, Tripp Mahindra Equipment, <u>Tri State Packing</u> , TSI Inc, Upfitters, Viking Cives, Wagon Masters, Walsh Printing & Graphics, Weirs Motor Sales, Whited Ford Truck Center, Whited Peterbilt of Maine, Wood CRW Corp, Workout Fitness Store, Wymans Auto Body, Yankee Ford, Yerxa's Oil & Power Equipment
54310	Monitor Radio Repairs	\$8,000	Radio Communications Management (RCM)
54311	Copier/Postage Service Agreements	\$3,357	Androscoffin Savings Bank, EverBank Commercial Finance, Gorham Leasing Group, MailFinance, TIAA Commercial Finance, Quadient Finance
54312	Building Service Agreements	\$119,870	3M Company, AAA Fire Extinguisher, ACS Firehouse Software, Air Cleaning Specialist of New England, Atlantic Air, Business Equipment Unlimited, <u>Cellular Alarm Service</u> , CivicPlus, Connectivity Point Design, Corey Electric, Cunningham Security Systems, Environmental Systems Research Institute (ESRI), ESO Solutions, G & E Roofing Co, Handyman Services, Harris Computer Systems, Honeywell International, Johnson Controls Security Solutions, Knowles Industrial Service Corp, Kone Cranes, KYOCERA Document Solutions, Lee Baxter Enterprises, Maine Information Network, Maine State Library, Minerva, Modern Pest Services, MyRecDept.com, Nature's Design, Norris Communications, Northeast Test Consultants, Otis Elevator Company, Patriot Mechanical, Portland Computer Copy, <u>R B Allen</u> , Secretary of State, Spectrum, Sprinkler Systems Inspection, Stevens Electric, The Great Outdoors, Treasurer State of Maine, Trittech Software Systems, Tyco Fire and Security Management, Vision Internet Providers, Zoll Medical Corp
54330	Tech Consult - Maintenance	\$380,221	3M Company, AccuFund, ACS Firehouse Software, Advance Technology, Airgas, Aladtec, Automotive Garage Tools, B&B Towing, <u>BEK</u> , Bibliotheca, Brewer Tree, Business Equipment Unlimited (BEU), CAI Technologies, Cartographic Associates, CivicPlus, Conduent Government Systems, Connected Office Technologies, Critical Alert Systems, Daniel Henderson, Donald Littlefield, Eastern Excavation, Ebsco, Environmental Systems Research Institute (ESRI), <u>Envisionware</u> , ESO Solutions, EXACOM, Fire Tech & Safety, Greater Portland Council of Governments (GPCOG), Handyman Services, Harris Computer Systems, Harrison Shrader Enterprises, Henderson Grant Consulting, Honeywell International, Johnson Controls Security Solutions, Knight Property Services, Knowles Industrial Service Corp, KYOCERA Document Solutions, Lee Baxter Enterprises, Maine Geek 2 Go, Maine Infonet Collaborative, Maine Information Network, Maine State Library, Minerva, Modern Pest, MyRecDept.com, Nature's Design Landscaping, Norris Communications, Northeast Technologies, Otis Elevator, Peter Wannemacher, Pine Tree Waste, Portland Computer Copy, Praetorian Digital, R Stewart Heavy Hauling, Radio Communications Management (RCM), Reporting Systems, Secretary of State, Shaw Brothers Construction, Spectrum, Spillers, Stryker Sales Corp, Synernet, The Great Outdoors, The Lift Guy, Treasurer State of Maine, Trittech Software Systems, TW Enterprises, Tyco Fire and Security Management, Tyler Technologies, <u>Userful</u> , Vision Government Solutions, Vision Internet Providers, VJB Services, WatchGuard, Wolf Technology Group, Woodard & Curran, Woods Excavating, Zoll Medical Corp
54340	Vehicles - Maintenance/Repairs	\$111,200	Admiral Fire & Safety, Advanced Emergency Products, Aftermath Services, Airgas, Automotive Garage Tools, Autotronics, B&B Towing, Baker Connections, Bill Dodge Auto Group, Blue Planet Graphics, Brackett Machine, Brenntag North America, BWE LLC, Castle Power Products, Chem Fast, Chemsearch, Cintas Corporation, CRS Component Repair, Cummins Northeast, Custom Strap and Restraint, Daigle & Houghton, DTL Inc, East Coast Service Center, Eastern Industrial Automation, Ed's Batteries, Elliot Auto Supply Co, Espo LLC, Factory Motor Parts, Fastenal, Finger Lakes Chemicals, Fleet Pride, FW Webb, Genuine Parts Co, Greenwood Fire Apparatus, Home Depot, Horizon Solutions, Hutchins Motors, Hydraulic Hose & Assemblies, Jordan Equipment, J-Pro, Justin Michaud, Kevin Russell & Associates, Kimball - Midwest, KL Jack & Co, Kussmaul Electronics, Lawson Products, Maletta Enterprises Inc, Maletta Towing, Maintenance Connection, Matheson Tri-Gas, McFarland Spring Corp, Messer Truck Equipment, MHQ Municipal Vehicles, Minuteman Trucks, Mitchell 1, Morrison & Sylvester, MSC Aquisition Company, NAPA, NCH Corporation, New England Detroit Diesel, NH Bragg, Northeast Emergency Apparatus, O'Connor Motor Co, O'Reilly Automotive Stores, Palmer Spring, Pape Chevrolet, Pleasant Hill Auto Sales, Portland North, Radio Communications Management (RCM), Reliance Equipment, Ron Morin, Rowe Ford, Snap On Tools, Southworth Milton Cat, Sparkle Wash, Sportsmans Hardware, Sugarloaf Ambulance, Sun Stoppers, SupplyWorks, Tessco, Tom & Jerry's, United Rental, WatchGuard, Whited Ford, Wholesale Public Safety, Williams Bros, Wurth Co, Yankee Ford
54350	Radio Repairs & Maintenance	\$3,000	Radio Communications Management (RCM), TMDE Calibration Labs
54390	Small Equipment - Maintenance/Repairs	\$21,125	AD Electric, Corey Electric, Critical Alert Systems, DTL Inc, Fire Tech & Safety, Genuine Parts Co, Harrison Shrader Enterprises, Hartford Communications, Highway Tech, Industrial Protection Services, Maine Radio, Mitchell's Electric Service, NAPA, Radio Communications Management (RCM), Sportsmans Hardware, Stryker Sales Corporation, TMDE Calibration Labs

City of Westbrook FY2020-2021  
General Fund Vendor List

54420	Lease - Vehicle/Equipment	\$2,200	Androscoggin Savings Bank, Canon Financial Services, Gorham Savings Leasing Group, Seacoast Motorcycles, Tax Exempt Leasing Corp, TD Equipment Financing
54440	Equipment Rentals/Contracts	\$257,978	217 Spurwink Corp, Alrgas, Ambrose Equipment Company, Anderson Equipment, Associated Septic Services, Automotive Garage Tools, B&B Towing, Blow Brothers, Brewer Tree, Chad Little Outdoor Power, Colonial Tree & Landscaping, Critical Alert Systems, Donald Littlefield, DTL Inc, Dura Edge, Eastern Excavation, Gorham Sand & Gravel, Hall Implement, Handyman Equipment Rental, John Deere Landscapes, Knight Property Services, Land Pride, Lynox Welding Supply, Majetta Lawn Care, Maine Oxy, Matheson Tri-Gas, MB Tractor & Equipment, Natures Design Landscaping, Nortrax, Organic First Lawn Care, Pine Tree Waste, Pioneer Manufacturing Company, Pioneer Turf Services, R Stewart Heavy Hauling, Rent-It, Royal Flush Portable Restrooms, Shaw Brothers Construction, Southern Maine Tree, Sports Turf Specialties, Sportsmans Hardware, The Lift Guy, Thirsty Turf Irrigation, Toro, Town of Gorham, Turf Products Company, TW Enterprises, United Rental, Windham Equipment Rental, Without a Trace Mobile Shredding, Woods Excavating, Yerxa's Oil & Power Equipment
54599	Demolition Costs	\$3,000	CPRC Management, Phillips Body Shop and Towing, Pine Tree Waste
55200	General Liability/Property Insurances	\$334,565	Paquin & Carroll Insurance
55201	Insurance Deductible	\$50,000	Trident Insurance
55310	Postage	\$25,750	Creative Digital Imaging, FedEx, Formax, Full Court Press, Hygrade, Informe Vitals, Mailroom Finance, MPX, NeoPost, Pitney Bowes, Quadient Finance, TotalFunds, UPS, USPS, Walz Group
55320	Telephone & Communications	\$101,556	American Messaging Services, AT&T, Charter Communications, Consolidated Communications, Corey Electric, DSCI, FirstLight Fiber, FirstNext, Otelco Telecommunications, Oxford County Telephone Service Co, Spectrum, SpyGlass, TPX, Treasurer State of Maine, Verizon Connect NWF, Verizon Wireless, Wolf Technology Group
55400	Marketing/Advertising, Recruitment & Recycling Education	\$86,000	21st Century Media Newspaper, Alert All Group, Boston Globe, Charter Communications Holdings, Crestline, Current Publishing, Dale Rand, Discount Mugs, DTL Inc, Facebook, Full Court Press, Google Ads, Grainger, Home Depot, JobsInTheUS, Macro Promos, Maine Resource Recovery Association, MaineBiz, MaineToday Media, M & H Signs, MTM Acquisition, New England Business Media, New England Promotional Marketing, Pinnacle Promotions, Piuscher Designs, Portland Press Herald, Port City Graphics, SJ Acquisition, Spectrum, Sportsmans Hardware, Staples, Sticker Mule, Sun Journal, SupplyWorks, The Forecaster, Toter, Walsh Printing, WB Mason, WCSH, WGME, WMTW, Xtreme Screen & Sportswear
55500	Printing Services	\$16,150	Award Champs, Awards & Recognition, Crown Trophy, Dale Rand Printing, Deluxe Small Business Sales, Election Systems & Software, Full Court Press, Hero's Industries Inc, Maine Municipal Association, Marks Printing House, Nelco, Port City Graphics, R & W Engraving, Signature Coins and Custom Center, Spillers, Swan Island Press, The Creative Companies, Tyler Business Forms, Walsh Printing, WB Mason
55800	Travel	\$100	Maine Turnpike Authority, NH DOT
55900	Park Band Concerts	\$5,000	13 Black, American Ride, Andrew Penk, Bob Charest Band, David Goode, Dirty McCurdy, Jose Duddy, Legolas Erica Brown and The Bluegrass Connection, Pardon Me Doug, Stolen Mojo, The Delta Knights Band, Westbrook City Band
56000	General Supplies	\$43,430	217 Spurwink Corp, Amazon, Amsan, Batteries & Bulbs, BJ's Wholesale Club, Blow Bros, Cintas Corporation, Deluxe Small Business Sales, Demco, DTL Inc, Hero's Industries Inc, Home Depot, Lowes, Oldcastle Lawn and Garden, Owl Stamp Company, Reliance Label Solutions, Secretary of State, Signature Coins and Custom Center, Spillers, Sportsmans Hardware, Staples, SupplyWorks, Swenson Granite Works, The Creative Companies, Transact Supplies, Tucker Library Interiors, Uline, Vanguard ID, WB Mason
56010	Meeting Expense	\$4,250	Duck Pond Variety Westbrook, Mister Bagel Westbrook, Rivers Edge Deli, Starlite Catering
56010	Community Policing Supplies	\$1,000	Bakers Bench, BJ's Wholesale Club, Doughboys, Duck Pond Variety Westbrook, Hannaford, Market Basket, Mister Bagel Westbrook, Rivers Edge Deli, Sam's Club, Shaws, Starlite Catering
56020	Evidence Supplies	\$5,500	Dash Medical Gloves, Ecomaine, Evident inc, HETL Chem Forensic, Home Depot, Lowes, Safariland LLC, Sirchi, Treasurer State of Maine, Uline, WB Hunt, WB Mason
56040	Medical Supplies	\$49,660	Bound Tree Medical, MaineHealth, Maine Medical Center, McKesson Medical, Teleflex LLC, Zoll Medical Corporation
56041	Medical Oxygen	\$2,900	Matheson Tri-Gas
56042	Foam	\$625	Industrial Protection Services
56043	Tires	\$36,500	BDS Waste Disposal, Commercial Tire, Goodyear Tire, Rowe Ford Sales
56044	Chemical Supplies & Paint	\$33,000	Davey Tree Expert Company, DTL Inc, Pioneer Manufacturing Company, Seabreeze Property Services, Sherwin Williams, Sportsmans Hardware, Whitney Tree
56045	Landscaping/Agricultural Supplies	\$70,000	A-1 Lockbox, Amazon, Anthem Sports, Beacon Athletics, Benson Farm, Bill Dodge Auto Group, Broadway Gardens, Brookline Machine Company, Chad Little Outdoor Power, Clean Harbors, Corey Electric, Custom Float Services, Dead River, Dura Edge, Ed's Batteries, F R Carroll, Gorham Country Club, Grainger, Green Thumb Farms, Grondin Construction, H2O Irrigation Specialist, Hall Implement, Handyman Equipment Rental, Home Depot, Irrigation Doctor, John Deere Landscapes, Knight Property Services, Kwiki Goals, Land Pride, Lowes, Mainely Small Engines, MB Bark, MB Tractor & Equipment, O'Donal's Nursery, Oldcastle Lawn & Garden, Organic First Lawn Care, PA Lyford, Plerson Nurseries, Pike Industries, Pioneer Manufacturing Company, Pioneer Turf Services, Reed Custom Soils, Shaw Brothers Construction, SiteOne Landscape Supply, Sports Field, Sports Turf Specialties, Sportsmans Hardware, SupplyWorks, Swenson Granite, Thirsty Turf Irrigation, Toro, Tuckahoe Turf Farms, Turf Products, TW Enterprises, Yerxa's Oil & Power Equipment
56046	Cemetery Supplies	\$4,500	Collette Monument, John Deere Landscapes, Maine Memorial, Perma-Line, Richardson Monument, Sportsmans Hardware, Swan's Concrete Products
56049	Children's Program Supplies	\$3,900	Amazon, Baker & Taylor Entertainment, Hannaford, Home Depot, Lowes, SupplyWorks
56050	Adult Program Supplies	\$750	Amazon, Baker & Taylor Entertainment, Hannaford, Home Depot, Lowes, SupplyWorks
56051	Cleaning Supplies	\$35,700	Blow Bros, BSC Cleaning Services, Chem Quest, Compass Trades, Demco, DTL Inc, Gaylord Brothers, Genuine Auto Parts, Highsmith, Home Depot, Lowes, NAPA, Oldcastle Lawn and Garden, Reliance Label Solutions, Sportsmans Hardware, SupplyWorks, The Creative Company, Tucker Library Interiors, Vanguard ID, WB Mason
56052	Other Program Supplies	\$450	Amazon, Baker & Taylor Entertainment, Hannaford, Home Depot, Lowes, Swank Motion Pictures, SupplyWorks

City of Westbrook FY2020-2021  
General Fund Vendor List

56060	Specialty Supplies/Materials	\$18,000	AH Harris & Sons, Burns Fencing, Consolidated Electrical Distributors, Donten's Welding, Gagne & Son Concrete, Gilman Electrical Supply, Hammond Lumber Company, Handyman Services, HD Supply Construction Supply, Home Depot, John Deere Landscapes, Northeast Test Consultants, Oldcastle Law & Garden, Pine Environmental Services, R J Grondin & Sons, SiteOne Landscape Supply, Sportsmans Hardware, SupplyWorks, Tractor Supply
56061	Downtown Supplies	\$25,000	Amazon, Apex Lighting Solutions, Associated Septic Services, Batteries & Bulbs, BBI Waste Industries, Blow Bros Inc, Broadway Gardens, Burns Fencing, Consolidated Electrical Distributors, Display Sales, Ferguson Enterprises, Gilman, Gorham Flag Center, Home Depot, Lowes, MB Bark, ME O'Brien & Sons, O'Donal's Nursery, Oldcastle Lawn & Garden, Pine Environmental Services, Rileighs Outdoor LLC, Royal Flush Portable Restrooms, Sportsmans Hardware, SupplyWorks, Traffic Control Industries, Wintergreen Corporation
56062	Traffic/Regulatory Signs	\$15,000	AtWork Personnel, Mitchell's Electric, Perma-Line Corp, Voss Signs, Vulcan Signs, White Signs
56095	Protective Clothing		Admiral Fire & Safety, Bergeron Protective Clothing, Compass Trades, East Coast Emergency Outfitters, Fire Tech & Safety of New England, Harrison Shrader Enterprises, Mach V Group, Northeast Rescue Systems, OfficerStore, The Fire Store, Witmer Public Safety Group
56099	Misc Supplies	\$1,000	Mckeeman and Sons Service Company, Staples, WB Mason
56210	Natural Gas	\$76,500	Global Companies, Unifit Service Corporation
56220	Electricity	\$214,900	Central Maine Power Company, Constellation Energy
56221	Electricity - Street Lighting	\$365,000	Central Maine Power Company
56222	Electricity - Traffic Lights	\$7,650	Central Maine Power Company
56240	Oil	\$6,000	CN Brown, Dead River Company, Suburban Propane
56260	Fuel - Gas	\$100,041	Dead River Company, Dennis K Burke, Petroleum Traders Corporation, Sportsmans Hardware
56261	Fuel - Diesel	\$78,065	Dead River Company, Dennis K Burke, Fleet Pride, Petroleum Traders Corporation
56262	Equipment Oil	\$12,000	Brenntag Petroleum, BWE LLC, Dennis K Burke, Gale Group, Genuine Parts Company, NAPA, O'Reilly Automotive Stores
56400	Books & Materials - Children	\$16,500	Amazon, Baker & Taylor Entertainment, Bull Moose, Casablanca Comics, Ingram Library Services, Junior Library Guild, MT Library Services, Smart Apple Media, The Creative Company
56401	Books & Materials - Adult	\$23,000	Amazon, Baker & Taylor Entertainment, Bull Moose, Casablanca Comics, Cengage Learning, Center Point, Gale Group, Ingram Library Service
56440	Subscriptions	\$16,750	217 Spurwink Corp, Adobe Photo Shop, Book Page, Ebsco, Emergency Services Marketing Corp, FBI National Academy Associates, Image Trend, International Association of Chiefs of Police, International Association of Electrical Inspectors, MaineToday Media, MTM Acquisition, National Fire Protection Agency, Northern New England Law Publishers, Pack Track, Praetorian Group, SJ Acquisition, Swan Island Press, Thomson Reuters, USA Today, West Publishing Corporation, Without A Trace Mobile Shredding
56500	Technology/Computer Supplies	\$3,450	Amazon, Business Equipment Unlimited, Higgins Office Products, Maine Information Network, Staples Business Advantage, Tyler Business Forms, WB Mason
56600	Children's Audio Visual/Channel 2 Supplies	\$23,000	Access AV, Adobe, Amazon, B&H Photo Video, Baker & Taylor Entertainment, Blackstone Publishing, Bull Moose, Community Television Association of Maine, Headlight AV, Ingram Library Services, Leightronix, Midwest Tape, Overdrive, Pro AV Systems, Random House, Recorded Books, Standing Oak Media, Tighrope Media
56601	Adult AV Supplies	\$16,000	Amazon, Audio Editions, Baker & Taylor Entertainment, Blackstone Audio, Bull Moose, Ingram Library Services, Midwest Tape, Random House, Overdrive, Recorded Books
56700	Auto Parts	\$124,500	Admiral Fire Supply, Admiral Fire & Safety, Allied Equipment, American Steel, Anderson Equipment, Autotronics, Baker Connections, Bill Dodge, Blue Planet Graphics, Brackett Machine, Brookline Machine Company, Bucky's Auto, Cavallero Auto Repairs, Central Equipment, Chad Little Outdoor Power, Chadwick Baross, CN Wood North, Cohel Steel, Crown Lifts, CRS Component Repair, CRS Hydraulic Repair, Cummins Northeast, Custom Restraint & Strap, Diagle & Houghton, DTL Inc, East Coast Service Center, Eastern Bearings, Eastern Industrial Automation, Ed's Batteries, Elliott Auto Supply Co, Factory Motor Parts, Freightliner of Maine, FW Webb, Genuine Parts Company, Goldstein Steel, Grainger, Hale Trailer, Hall Implement Co, Hartford Communications, Howard P Fairfield, Hutchins Motors, Hydraulic Hose & Assemblies, Jordan Equipment, J-Pro, Kl Jack & Co, Mainely Batteries, MB Tractor & Equipment, Messer Truck Equipment, Mill Metals Corporation, Mnuteman Trucks, McFarland Spring Corp, Mitchell 1, Morrison & Sylvester, Motion Industries, MSC Acquisition Company, NAPA, New England Battery, New England Detroit Diesel, New England Diesel Service, Noregon Vehicle Data, Northeast Emergency Apparatus, Nortrax, O'Connor Motor Co, O'Reilly Automotive Stores, Palmer Spring, Pape Chevrolet, Peterbilt Whited Ford, Portland North Truck Center, Portland Radiator, Roberts Auto Body, Rowe Ford Sales, SA McLean, Snap On Tools, Southworth Milton Cat, Sportsmans Hardware, Stryker Sales Corporation, TK Equipment, Transaxle, Tripp Mahindra Equipment, Tri State Packing, United Rental, UPS, Ver-Mac, Viking Cives, Whited Ford, Wholesale Public Safety, William Bros Division, Yankee Ford, Yerxa's Power Equipment
56800	Cutting Edges	\$28,000	Allied Equipment, Atlantic Broom, Brackett Machine, C N Wood North, Howard P Fairfield, Hydraulic Hose & Assemblies, Jordan Equipment, Nortrax, SA McLean, Viking Cives, Winters Products
56900	Downtown Contractual	\$8,000	Brackett Machine, Consolidated Electrical Distributors, Corey Electric, Gilman, Graybar, Mitchell's Electric
57301	Small Equipment	\$33,350	Advance Auto Parts, Amazon, Ambrose Equipment Company, Anthem Sports, Beacon Athletics, Best Buy, Brackett Machine, Calwen Inc, Chad Little Outdoor Power, Cornwall Tools, Election Systems & Software, Factory Motor Parts, Fire Tech & Safety of New England, Genuine Parts Company, GovConnection, Grainger, Hall Implement, Handyman Equipment Rental, Harbor Tool & Supply, Harrison Shrader Enterprises, Higgins Office Products, Home Depot, Horizon Solutions, Hydraulic Hose & Assembly, Interstate Battery, JayPro Sports, John Deere, J-Pro, JS Tool Sales, Land Pride, Lowes, Mac Tools, MB Tractor & Equipment, MHQ Municipal, Mitchell 1, NH Bragg, NAPA, Noregon Vehicle Data, Nortrax, Office Depot, O'Reilly's Automotive Stores, Palmer Spring, Pearl Northwest, Pine Environmental Services, Pioneer Manufacturing Company, Pioneer Turf Services, Radio Communications Management (RCM), Shaw Brothers, SiteOne Landscape Supply, Snap On Tools, Sportsmans Hardware, Sports Turf Specialties, SupplyWorks, Thirsty Turf Irrigation, Toro, Transcor Information Technologies, Turf Products, United Equipment Rental, WB Mason, Windham Rental Center, Witmer Public Safety, Yerxa's Oil & Power Equipment
57340	Hardware - New	\$95,526	3M Company, Amazon, Apple Store, BEK, Bibliotheca, Business Equipment Unlimited (BEU), GovConnection, Higgins Office Products, Lenovo, Microsoft, Netrix, Northeast Technologies, TechSoup Global, WatchGuard
57350	Software - New	\$5,000	Adobe, DSCI, GovConnection, Higgins Office Products Inc, Microsoft, Netrix, TPx, When to Work Inc

**City of Westbrook FY2020-2021  
General Fund Vendor List**

57390	Other Equipment	\$19,500	Admiral Fire & Safety, Brand Company, Dinee Machine Company, DTL Inc, Fire Tech & Safety of New England, Genuine Parts Company, Golden West Industrial Supply, GovConnection, Grainger, Harrison Shrader Enterprises, Home Depot, Hub Furniture, NAPA, Navy Surface Warfare Center, Northeast Emergency Apparatus, Pine Environmental Services, Sportsmans Hardware, Stryker Sales Corp, SupplyWorks, WB Mason, Windham Rental Center
58100	Dues & Memberships	\$108,922	Amazon Prime, American Institute of Certified Public Accountants, American Planning Association, American Public Works Association, American Society of Civil Engineers, Animal Refuge League of Greater Portland, Association of Public Safety Communications Officials International (APCO International), American Society of Composers Authors & Publishers (ASCAP), Critical Alert Systems, Cumberland County Fire Chiefs Association, Cumberland County Municipal Clerk's Association, Eaton Peabody Consulting, FBI National Academy Associates, Government Finance Officers Association, Greater Portland Council of Governments, Human Resources Association of Southern Maine, International Association of Arson Investigation, International Association of Electrical Inspectors, International Association of SRO's, International Chiefs of Police, International Institute of Municipal Clerks, International Public Management Association, Labor Employee Relations Association, Maine Arborist Association, Maine Better Transportation Association, Maine Building Officials and Inspectors Association, Maine Chiefs of Police Association, Maine Development Foundation, Maine Government Finance Officers Association, Maine International Trade Center, Maine Labor and Government Human Resources Association, Maine Municipal Association, Maine Municipal Tax Collectors and Treasurers Association, Maine Polygraph Association, Maine Real Estate & Development Association, Maine Recreation & Park Association, Maine Society of CPAs, Maine Town & City Clerk's Association, Mayor's Coalition, National Association of School Resource Officers, National Safety Council, National Association of Town Watch (NATW), New England Association of City and Town Clerks (NEACTC), National Emergency Number Association (NENA), New England Park Association, New England Sports Turf Managers Association, New England State Police Information Network, Portland Convention & Visitors Bureau, Portland Regional Chamber of Commerce, Ruth's Reusable Resources, Secretary of State, Society for Human Resource Management, Southern Maine District II Planning Council, Southern Maine Emergency Medical Services Council, Sports Turf Managers Association, The United States Police Canine Association, Thomson Reuters, Treasurer State of Maine, Visit Portland, Westbrook City Band, Westbrook Historical Society
58110	Bank Fees	\$8,496	Bangor Savings Bank
58115	State Fees	\$750	State of Maine
58310	Debt Service	\$1,634,560	Bank of New York Mellon, Maine Bond Bank, US Bank
58320	Debt Service - Interest	\$549,329	Bank of New York Mellon, Maine Bond Bank, US Bank
58900	Other Expenditures	\$14,500	Hygrade Business Group, Staples, WB Mason, Xtreme Screen & Sportswear
58911	Employee Recognition	\$10,000	Admirals Fire & Safety, Award Champs, Awards & Recognition, Canteen Service Co, Creative Awards, Dale Rand Printing, Day's Jewelers, DLK Floral, Dough Boys, DownEast Engraving, DTL Inc, Fireside Inn & Suites, Harmons Bartons, Hero's Industries Inc, Italian Heritage Center, Lapayette Portland West, Mister Bagel, R & W Engraving, Signature Coins and Custom Center, Sportsmans Hardware, Treasurer State of Maine, Trophy Warehouse of New England, WB Mason
58912	Flowers	\$750	DLK Floral, Harmons Bartons
58920	Canine Expenditures	\$5,000	Amazon, Clover Acres Kennel, Dehler Animal Clinic, DTL Inc, Elite K-9, Hollis Animal Clinic, Law Enforcement Dogs of Maine, Sportsmans Hardware, Thomas Chard
58930	Road Salt/Calcium	\$189,400	Greater Portland Council of Governments, International Salt, Lowes, Monson Companies, Morton Salt, SiteOne Landscape Supply
58931	Disposal Fee - Catch Basin	\$38,700	CPRC Management, Pine Tree Waste
58932	Tipping Fees	\$521,400	Pine Tree Waste
58934	Hazardous Waste Collection	\$7,500	Clean Harbors, EcoClean, Environmental Projects, Environmental Services, Northeast Test Consultants, Pine Tree Waste, PTI
58935	Bituminous Concrete	\$150,000	AH Harris & Sons, AtWork Personnel, Auburn Concrete, B & L Enterprises, Brewer Tree Service, Burns Fencing, Clean Harbors, Coastal Road Repair, CPRC Management, Dayton Sand & Gravel, Dearborn Construction, Dirigo Slip Form, DTL Inc, Eastern Excavation, EcoClean, EJ Prescott, Ferguson Waterworks, Fine Line Pavement Striping, FR Carroll, Gagne & Son Concrete, Glidden Excavation and Paving, Gorham Sand & Gravel, Granite State Curb Setters, Grondin and Sons, Handyman Rental, HD Waterworks, Hertz Rental, Hissong Ready-Mix, Industrial Concrete Services, Kennebec Rental, KISC, KL Jack & Co, Les Wilson and Sons, Littlefield Stump Grinding, Monson Companies, Nortrax, Pavement Treatments Inc, Pike Industries, Plowman Construction, Poirier Guidelines, Pre-Cast of Maine, Ricci and Sons, Risbara Brothers, RJ Grondin & Sons, Shaw Brothers Construction, Sportsmans Hardware, Street Scan, Swenson Granite, T Buck Construction, Thyng Paving, Tri State Curb, TW Enterprises, White Brothers, Williams Brothers Construction, Woods Excavation, Zebra Striping
58936	Cold Mix/Patch	\$6,000	AH Harris & Sons, B & L Enterprises, Carroll Materials, CPRC Management, Dayton Sand & Gravel, Eastern Excavation, Gagne & Son Concrete, Gorham Sand & Gravel, HD Supply Construction Supply, Pike Industries, RJ Grondin & Sons, Shaw Brothers Construction, Sportsmans Hardware
58937	Traffic Paint/Striping	\$51,000	Atlantic Pavement Markings, Coastal Road Repair, DTL Inc, FineLine Pavement Striping, Markings, Pine Tree Environmental Services, Poirier Guidelines, Sherwin Williams, Sportsmans Hardware, Zebra Striping
58938	Culverts/Pipes	\$7,500	B & L Enterprises, Coastal Road Repair, Core & Main, Eco Clean, EJ Prescott, Ferguson Waterworks, W H Shurtleff Company
58939	Winter Sand & Gravel	\$23,500	Gorham Sand & Gravel, International Salt, Morton Salt, Pike Industries, Shaw Brothers Construction
58999	County Taxes	\$1,513,868	County of Cumberland
59501	Utility	\$10,000	Avesta, Central Maine Power, Consolidated Communications, Portland Water District, Unitil
59502	Non Food Items	\$16,000	Goodwill, Hannaford, Jamezy, Moonlight Cleaners, Sindibad Market, WB Mason
59503	Emergency Shelter	\$7,000	City of Portland, Motel 6, Ramada Inn, Super 8 Motel of Westbrook
59504	Rental Assistance	\$300,000	Landlords
59506	Fuel	\$1,000	Dave's Oil, Dead River, Dodge Oil, Downeast Energy, Unitil
59507	Burials	\$5,000	Advantage Funeral Services, AT Hutchins, Desmond Funeral Service, Dolby Blais & Segee, Hobbs Funeral Home
59509	Food	\$20,000	Arabic Market, Asli Grocery Market, Hannaford, Jamezy, Mavis Food Mart, Sinibad Market
59510	Medical Supplies	\$15,000	Black Bear Medical, Hannaford
59511	Translation	\$6,000	Maine Welfare Directors Association
59651	Greater Portland Transit District	\$795,835	Greater Portland Transit District

City of Westbrook FY2020-2021  
General Fund Vendor List

59652	RTP	\$21,000	Greater Portland Transit District
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**City of Westbrook FY2020-2021**

**Recreation Fund Vendor List**

<b>Account Number</b>	<b>Account Name</b>	<b>Total Budget</b>	<b>Vendors</b>
52901	Uniforms	\$2,750	Amazon, Nametagcountry.com, Swimoutlet.com, Xtreme Screen & Sportswear
53300	Training	\$6,500	American Red Cross, Expert Online Training, Maine Recreation & Park Association, National Swimming Pool Foundation
53410	Consultants	\$28,500	217 Spurwink Corp, Bowl New England, Brunswick Waldorf School Association, Casco Bay Island Tix, Childrens Museum of Maine, Duck Pond Variety, EB Childrens Mental Health, Expert Online Training, Full Court Press, Hannaford, Hospital Administrative District, Joshua Gelston, Kurtz McKinnon Creative, Magic Falls Rafting Co, Maine Premier Soccer, Maine Recreation & Park Association, Maine USATF, Maine Warrior Gym, Maine Wildlife Park, National Spiritualist Association of Churches, Portland Maine Baseball, Portland Sea Dogs, Portland Spiritualist Church, Sarah Kurtz McKinnon, Smiling Hill Farm, Spare Time, Starlite Catering, Thomas Lindstedt, Treasurer State of Maine, University of Southern Maine, Urban Air, USA Softball, Westbrook High School Basketball Boosters, Westbrook Seals, Westbrook Soccer League, Without A Trace Mobile Shredding, Woodlot Management & Products, Xtreme Screen & Sportswear
54105	Water & Sewer	\$8,000	Portland Water District
54300	Repairs & Maint	\$10,000	Adolph Kiefer and Associates, Amazon, AME Construction, Burns Fencing, Christman Pool Service, DTL Inc, General Fitness Services, Grainger, Harcros Chemicals, Harnois Paint Company, Home Depot, Kamco Supply Corp of Boston, Lincoln Aquatics, Lock Stock & Barrel, Lowes, Market Square Architects, McKeeman and Sons Service Company, Mike's Pool Service, NuCO2, Puraqua Products, Radio Communications Management (RCM), Sportsmans Hardware, SupplyWorks
54330	IT Repairs & Maint	\$8,600	CivicPlus, Microsoft, Mindbody, MyRecDept.com, R B Productions, Tyler Technologies, Wolf Technology Group

**City of Westbrook FY2020-2021**

**Recreation Fund Vendor List**

56000	General Supplies	\$11,000	217 Spurwink Corp, A-1 Lockbox, AED Superstore, Amazon, Awards and Recognition LLC, BJ's Wholesale Club, Christman Pool Service, Christmas Tree Shops, Cintas Corporation, CPRC Management, Deluxe Small Business Sales, DLK Floral, DTL Inc, Full Court Press, General Fitness Services, Global Industrial, Grainger, Harmons Bartons, Home Depot, Joshua Gelston, Krames Staywell, Lowes, Maine Recreation & Park Association, MF Athletic Co, Mike's Pool Service, North West Health, Radio Shack, Sherwin Williams, Sportsmans Hardware, Staples, Starlite Catering, SupplyWorks, Swimoutlet.com, Thomas J Lindstedt, Tractor Supply, WB Mason, Without A Trace Mobile Shredding, Woodlot Management & Products, Xtreme Screen & Sportwear
56010	Other Supplies	\$6,000	A-1 Lockbox, Amazon, Award Champs, BJ's Wholesale Club, Cintas Corporation, Consolidated Electrical Distributors, DTL Inc, Duck Pond Variety, Full Court Press, Gilman Electrical Supply, Grainger, Guitar Center, Joshua Gelston, Kids Gone Raw, Lowes, MF Athletic Co, Rite Aid, Shaws, Sherwin Williams, Sportsmans Hardware, Starlite Catering, Walmart, WB Mason, Xtreme Screen & Sportwear
56044	Chemical Supplies	\$12,000	Adolph Kiefer and Associates, Christman Pool Service, DTL Inc, Grainger, Harcros Chemicals, Lincoln Aquatics, Mike's Pool Service, NuCO2, Sportsmans Hardware, Suburban Propane, Suburban Sales & Service
56049	Children's Program Supplies	\$10,000	Amazon, Artist and Craftsman, BJ's Wholesale Club, Blow Bros, Brunswick Waldorf School Association, Hannaford, LetStickTogether, Lowes, Maine Recreation & Park Association, Maine Warrior Gym, National Spiritualist Association of Churches, Portland Maine Baseball, Portland Sea Dogs, Portland Spiritualist Church, Sebago Lake State Park, South Portland Urban Air, Staples Business Advantage, Sunset Ridge Golf Club, Sweetser, Treasurer State of Maine, University of Maine, Walmart, WB Mason

**City of Westbrook FY2020-2021**

**Recreation Fund Vendor List**

57301	Small Equipment	\$13,000	Amazon, Chad Little Outdoor Power, DTL Inc, General Fitness Services, Gorham Country Club, Grainger, Hall Implement, Handyman Equipment Rental, John Deere Landscapes, Mainely Small Engines, MF Athletic Co, Pioneer Manufacturing Company, Sportsmans Hardware, TRX Training
58900	Misc Expenses	\$10,000	A-1 Lockbox, Abracadabra Productions, Amazon, Aquatic Technology, Associated Septic Services, Authorize.Net, Blow Bros, Christman Pool Service, Colorado Time Systems, CPRC Management, CyberSource Corporation, DTL Inc, Everlast Climbing Industries, Full Court Press, Home Depot, Maine Recreation & Park Association, Mister Bagel, Priority Payment Systems, Rockin Horse Stables, Royal Flush Portable Restrooms, Sherwin Williams, Sportsmans Hardware, SupplyWorks, Treasurer State of Maine, Wight Sporting Goods, Xtreme Screen & Sportwear

**City of Westbrook FY2020-2021  
Parking Garage Fund Vendor List**

<b>Account Number</b>	<b>Account Name</b>	<b>Total Budget</b>	<b>Vendors</b>
54105	Water & Sewer (Utility)	\$500	Portland Water District
54300	Repairs & Maint	\$15,000	A-1 Lockbox, Burns Fencing, Clean Harbors Environmental Services, Consolidated Electrical Distributors, Corey Electric, Cunningham Security Systems, Darling Plumbing & Heating, Dews Door Company, DTL Inc, Ed's Batteries, G & E Roofing Co, Gilman Electrical Supply, Glass Operating, Harnois Paint Company, Home Depot, Kamco Supply Corp of Boston, Lee Baxter Enterprises, Lock Stock & Barrel, Lowes, Maine Building Specialties Co, Otis Elevator Company, Overhead Door Company, Patriot Mechanical, Portland Glass, Sherwin Williams, Sportsmans Hardware, Sprinkler Systems Inspection Co, Walsh Printing & Graphics
54312	Building Service Agreements	\$94,725	AAA Fire Extinguisher Co, Clean Harbors Environmental Services, Corey Electric, Cunningham Security Systems, Darling Plumbing & Heating, Dews Door Company, G & E Roofing Co, Glass Operating, Glidden Excavating & Paving, Kamco Supply Corp of Boston, Maine Building Specialties Co, National Elevator Inspection Services, Otis Elevator Company, Overhead Door Company, Patriot Mechanical, Portland Glass, Suburban Security
55320	Telephone	\$2,800	AT&T, Consolidated Communications, FirstNext, Otelco
56220	Electricity	\$12,000	Central Maine Power
57200	Building Improvements	\$35,000	Clean Harbors Environmental Services, Corey Electric, Cunningham Security Systems, Darling Plumbing & Heating, Dews Doors Company, G & E Roofing Co, Glass Operating, Harnois Paint Company, Kamco Supply Corp of Boston, Maine Building Specialties Co, Overhead Door Company, Patriot Mechanical, Portland Glass



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

**Date: June 15, 2020**

**Order: 2020-74**

**GRANTING A UTILITY EASEMENT DEED AT 5 BRADLEY DRIVE**

That the Westbrook City Council hereby approves the attached utility easement deed at 5 Bradley Drive, Westbrook, ME from the City of Westbrook to 5 Bradley Drive Westbrook, LLC for the purpose of constructing and maintaining utility services.

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First Reading: June 15, 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

## COMMITTEE REFERRAL FORM

**REFERRAL TITLE:** Review Police Department Policy and Procedures

**REQUESTED BY:** Administration

**DATE CREATED:** June 10, 2020

**COMMITTEE:** Public Safety Committee

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### **Description of referral:**

Given the concerns that have been recently expressed regarding the local police departments, this seems like an opportune time to review and discuss the Police Departments Policy and Procedures.

### **Name, address and telephone number of citizen(s) to contact for additional information:**

Administration  
207-591-8110



# COMMIT TO ACTION

A call for mayors, city councils, and police oversight bodies to address police use of force policies.

[Take the Pledge](#)

[Become an MBK Community](#)

The killings of George Floyd, Breonna Taylor, Ahmaud Arbery, and the loss of far too many Black lives to list, have left our nation anguished and outraged.

More than 1,000 people are killed by police every year in America, and Black people are three times more likely to be killed than White people. We can take steps and make reforms to combat police violence and systemic racism within law enforcement. Together, we can work to redefine public safety so that it recognizes the humanity and dignity of every person.

Mayors and other City Council officials are uniquely positioned to introduce common-sense limits on police use of force. That's why the My Brother's Keeper Alliance is calling on mayors to commit to the following actions:

1. **REVIEW** your police use of force policies.
2. **ENGAGE** your communities by including a diverse range of input, experiences, and stories in your review.
3. **REPORT** the findings of your review to your community and seek feedback.
4. **REFORM** your community's police use of force policies.

Everyone can support this effort—and we hope that individuals across the country will take action to urge their mayors to take these steps for change.

If you are a community member, you can take action by visiting [\*\*The Leadership Conference Education Fund\*\*](#).



Janine L. Roberts  
Chief of Police  
570 Main Street  
Westbrook, Maine 04092  
Phone: 207-854-0644  
Fax: 207-854-0648

To: Public Safety Committee Members  
From: Chief Janine L. Roberts  
Date: June 11, 2020

**RE: Westbrook Police Department's Use of Force Policy**

Dear Public Safety Committee Members,

At Mayor Foley's request, I have forwarded a copy of the Police Department's current Use of Force policy and the corresponding report form for your review.

I want to inform you that this policy, along with all other policies, are currently being reviewed, edited, and updated to ensure they include national law enforcement best practices and State/Federal mandates. The Department's Administration has contracted with the firm, Municipal Resources Incorporated, to draft the proposed updates. Of the drafts we have received to date, we are working our way through them to customize as appropriate to Westbrook PD and the community we serve.

Understanding that the Use of Force policy is a priority with the recent focus on law enforcement's use of force across our country, I will prioritize the internal review of the new draft of this policy and have our final version to you by June 25<sup>th</sup>, in time for it to be included in the packet for July 6<sup>th</sup>'s Council meeting.

Respectfully,

Janine L. Roberts  
Chief of Police



### III. DEFINITIONS:

It is important that officers have a clear understanding of the following terminology and definitions, as used in this policy, in order to properly assess their response(s) to resistance and aggression or reasonably respond to other use-of-force situations.

- A. Bodily Injury: Physical pain, physical illness, or any impairment of physical condition.
- B. Chemical Agent: Chemical mace, pepper spray (OC) or any similar substance composed of a mixture of gas, organic compounds and/or chemicals that has, or is designed to have, a temporary irritating effect upon human beings, or animals.
- C. Command Presence: The ability to speak clearly and authoritatively, issuing concise commands using a tone that reflects control and professionalism, and/or an officer who demonstrates an appearance, demeanor, and professionalism through non-verbal communications in an effort to create/gain compliance.
- D. Compliance Techniques: The physical methods of arrest, restraint, and control that includes, but is not limited to: grabbing, pulling, pushing, joint manipulation, pressure point applications, "soft" hands and take-down techniques that are used to control a resistive or aggressive person.
- E. Conducted Energy Weapon (CEW): A portable device or weapon from which an electrical current, impulse, or wave may be directed, which is designed primarily to have a temporary neuromuscular incapacitation (NMI) effect upon human beings, or animals.
- F. Deadly Force: Physical force, which a person uses with the intent of causing, or which the person knows to create a substantial risk of causing, death or serious bodily injury. Except as provided in 17-A M.R.S.A. section 101, subsection 5, intentionally, knowingly or recklessly discharging a firearm in the direction of another person, or at a moving vehicle, constitutes deadly force; also intentionally ramming a moving vehicle or setting up roadblocks lacking either sufficient warning or avenue of escape.
- G. Excessive Force: Physical force that is objectively unreasonable for the particular circumstances. (See N: objectively reasonable, page 2.2.3)
- H. Exigent circumstances: Those circumstances that would cause a reasonable person to believe that a particular action is necessary to prevent physical harm to an individual; the destruction of relevant evidence; the escape of a suspect; or some other environmental consequence or human action that creates a legitimate imminent risk of safety or status quo to law enforcement efforts.
- I. Firearm: Any weapon, whether loaded or unloaded, which is designed to expel a projectile by the action of an explosive and includes any such weapon commonly referred to as a pistol, revolver, rifle, gun, machine gun, or shotgun. Any weapon that can be made into a firearm by the insertion of a firing pin, or other similar thing, or by repair, is a firearm.
- J. "Hard" Hands: Impact oriented techniques that emphasize power and, when applied on target, are meant to cause, or which the actor knows are likely to cause, bodily injury. Examples of "Hard" hands include, but are not limited to, punching, kicking, elbows and knees.
- K. Imminent: Impending, immediate or appearing as if about to happen.

- L. Impact Weapon: A specifically designed device or tool, or improvised object, or low-kinetic energy projectile, used for impact strikes or to produce temporary disabling effects on humans or animals.
- M. Non-deadly Force: The exertion of physical power, or a physical act, by one person onto or against another to control, restrain, or overcome the resistance of another. Any use of force, other than compliant handcuffing, or that which is considered deadly force.
- N. Objectively reasonable: The determination that the necessity for using force and the level of force used is based upon the officer's evaluation of the situation in light of the totality of the circumstances known to the officer at the time the force was used, without any subsequent facts, and the type of force a reasonably prudent officer could have used in the same or substantially similar situation.
- O. Pain compliance: The intentional application of pain, or manipulation of the body in a way that causes pain as a secondary effect, which is used to control or direct a person, or gain compliance.
- P. Serious Bodily Injury: Bodily injury that creates a substantial risk of death or that causes serious permanent disfigurement or loss or substantial impairment of the function of any bodily member or organ, or extended convalescence necessary for recovery of physical health.
- Q. Situational Use-of-Force: A dynamic process requiring officers to assess, plan, and respond to resistive and/or aggressive subjects, or other conflict control situations, which may be tense, uncertain and rapidly evolving. The continual assessment process begins with the facts and circumstances first known to the officer(s) at the situation's onset, involves the nature of the crime or incident, balances the legitimate government interest or lawfulness of the task against the individual's rights, and continues until the situation has been resolved. The officer(s) continually assess environmental factors and human dynamics presented by the subject(s) intent, ability and opportunity to resist, flee or fight, relative to the officer(s) intent, ability and opportunity to protect self/others or establish and maintain control, based on the officer's perceptions and tactical considerations within the capabilities of human limitation. Appendix #2 is an illustration of situational use of force.
- R. "Soft" Hands: The use of physical strength, manipulation or distractions that are used to disrupt a person's cognitive process. "Soft" hands may cause temporary physical pain or discomfort, but are not intended or likely to cause other bodily injury. Examples of "Soft" hands include, but are not limited to light open-handed slaps, pushes, pulling and jerking.
- S. Types of Resistance/Aggression:
  1. **Passive Resistance**: The lowest level of physical resistance. The subject resists attempts at control by passive physical actions; there is demonstrated non-compliance through words/actions, but relatively low risk of injury.
  2. **Active Aggression**: Through words and/or actions, the subject demonstrates pre-attack cues, or an imminent threat or desire to fight.
  4. **Active Resistance**: Physically resisting attempts at control by direct, overt, physical actions. At this level, the subject may be attempting to push or pull away in a manner that does not allow the establishment of control. There is an elevated risk of possible injury.

5. **Assaultive:** The subject attacks with personal or improvised weapons during attempts to resist control or to instigate a fight. The attack is a physical assault, or an imminent threat thereof, that is likely to result in injury.
  6. **Threat of Death or Serious Bodily Injury:** Overt, physical actions or force by a subject in which the subject assaults, attempts to assault, or threatens others with a weapon, a technique or an object that is reasonably likely to result in imminent death or serious bodily injury.
- T. **Weapon:** Any instrument, article or substance by its design, intended use, or under circumstances in which it is used, or threatened to be used, is readily capable of causing injury, serious bodily injury or death.

#### IV. PROCEDURES FOR APPLICATION OF NON-DEADLY AND DEADLY FORCE:

In accordance with this policy, applicable Federal, State and Local laws, and governing case law, officers of this Department shall only attempt or perform arrest, control and combative techniques for which they are trained by this Department, the Maine Criminal Justice Academy, or another legally defensible source.

Once properly trained, officers shall carry only department-issued or approved weapons and will deploy those weapons, when deemed reasonable, in a manner consistent with the officer's training.

Any officer who uses force in response to resistance and aggression listed in subsections A through H will complete a "Response to Resistance/Aggression" report (Appendix #4) in accordance with Section VI of this policy.

##### A. USE OF NON-DEADLY FORCE:

1. An officer is justified in using a reasonable degree of non-deadly force upon another person as set forth in:
  - a. 17-A M.R.S.A. Section 104.1., if licensed or privileged to do so, to prevent or terminate the commission of a criminal trespass; or
  - b. 17-A M.R.S.A. Section 106.5., for the purposes of maintaining decorum or safety in places of assembly; or
  - c. 17-A M.R.S.A. Section 106.6., to prevent someone from committing suicide or inflicting serious bodily injury; or
  - d. 17-A M.R.S.A. Section 107.1.:
    - i. When and to the extent that the officer reasonably believes it necessary to effect an arrest or prevent the escape from custody of an arrested person, unless the officer knows that the arrest or detention is illegal; or
    - ii. In self-defense or to defend a 3<sup>rd</sup> person from what the officer reasonably believes to be the imminent use of unlawful non-deadly force encountered while attempting to effect such an arrest or while seeking to prevent such an escape.
  - e. 15 M.R.S.A. Section 3501.1., for the purpose of taking an abandoned, lost or seriously endangered juvenile into interim care, for no more than 6 hours involuntarily; or

- f. 34-B M.R.S.A. Section 3862.1., for the purpose of taking a mentally ill person who poses a threat of imminent and substantial physical harm to themselves or another into protective custody; or
- g. “*Terry v. Ohio*” and LEOM Chapter 4, to temporarily detain a person who, based on reasonable articulable suspicion, has committed or is committing or will commit a crime, for the purposes of brief questioning, or to maintain the status quo of a lawful stop.

## **B. UNARMED TECHNIQUES:**

1. Verbal commands should be used in response to resistance and aggression and other force situations. Verbal commands aid officers in the following ways:
  - a. Give notice to subject of desired conduct;
  - b. Aid in achieving and determining compliance;
  - c. Resupply body with oxygen; and
  - d. Relay to others the officer’s lawful purpose and what resistance/aggression is being imposed by the subject.
2. Techniques such as pressure points, joint manipulation, takedowns, and other restraint/control holds can be used in situations when people are, at minimum, resisting an officer’s legal purpose.
3. “Soft” hand techniques may be used in situations when people are resisting officers, or active resistance is imminent.
4. “Hard” hand techniques with personal weapons can be used in combative situations when people are being assaultive, or an assault is imminent, against officers or others.
  - a. Generally, officers should strike soft targets with hard weapons and hard targets with soft weapons to minimize risk of injury to the officer.
  - b. With respect to striking, officers should attempt to maximize the quality of their strikes in an effort to minimize the quantity of strikes delivered.
  - c. Striking should be done to effect psychological and physiological changes in the subject that might allow the officer to gain compliance.
  - d. Intentionally directed strikes to the head, neck and spine with hard weapons may be considered deadly force because of the elevated probability of causing serious bodily injury/death.
5. Chokes are prohibited except for situations involving use or threatened use of imminent deadly force against the officer or another.

## **C. MECHANICAL RESTRAINTS: (Handcuffs)**

1. Only department approved handcuffs, or mechanical restraints, will be used on duty, and consistent with training.
2. Mechanical restraints may be used to maintain control over people who are under arrest, lawfully detained, or in protective custody.
3. Mechanical restraints should only be applied after control of the subject is established.
4. Mechanical restraints should be checked for tightness, properly adjusted and double-locked, once it is safe to do so.

**D. CHEMICAL AGENTS:**

1. The department issued chemical agents shall be used in accordance with training and comply with this policy and General Order #2-63 "Use of Chemical Agents" in use of force situations.
2. Officers are authorized to deploy chemical agents when a subject's resistance rises to the level of active aggression, active resistance or assaultive; or the officers are acting in self-defense, defense of others; or with the approval of supervision, to deter people who are engaged in riotous conduct.

**E. CONDUCTED ENERGY WEAPON (CEW):**

1. The department issued CEW shall be used in accordance with training and comply with this policy and General Order #2-64 "Use of Conducted Energy Weapons" in use of force situations.
2. Officers are authorized to deploy a CEW when a subject's resistance rises to the level of active aggression or assaultive behavior; or the officers are acting in self-defense or defense of others.

**F. IMPACT WEAPONS:**

1. The department issued impact weapons shall be used in accordance with training and comply with this policy and General Order #2-65 "Use of Impact Weapons" in use of force situations.
2. Officers are authorized to deploy impact weapons for hard striking when a subject's resistance rises to the level of active aggression or assaultive; or the officers are acting in self-defense or defense of others.
3. Officers may use their baton for joint manipulation on resistive subjects in order to gain compliance.

**G. POLICE CANINES:**

1. All deployment of police canines will be in compliance with General Order #2-26 "Police Canine Policy"; refer to this policy for additional requirements related to deploying canines in use of force situations.

**H. USE OF DEADLY FORCE:**

1. An officer is justified in using deadly force as set forth in 17-A M.R.S.A. Section 107.2. only when the officer reasonably believes such force is necessary:
  - a. For self-defense or to defend a third person from what the officer reasonably believes is the imminent use of unlawful deadly force; or
  - b. To effect an arrest or prevent the escape from arrest of a person when the officer reasonably believes that the person has committed a crime involving the use or threatened use of deadly force, is using a dangerous weapon in attempting to escape or otherwise indicates that the person is likely to seriously endanger human life or to inflict serious bodily injury unless apprehended without delay; and
    - i. The officer has made reasonable efforts to advise the person that the officer is a law enforcement officer attempting to effect an arrest or prevent an escape from arrest and the officer has

- reasonable grounds to believe that the person is aware of the advice; or
  - ii. The officer reasonably believes that the person to be arrested otherwise knows that the officer is a law enforcement officer attempting to effect an arrest or prevent the escape from arrest.
2. Offices shall adhere to the following standards when displaying or using a firearm in defense of self or others:
- a. Officers shall not draw or exhibit a firearm unless the officer reasonably believes it may be necessary to use the weapon in conformance with this policy and applicable law.
  - b. Officers shall give a warning that deadly force will be used if immediate compliance is not given, unless such a warning further jeopardizes lives.
  - c. Officers shall not fire warning shots.
  - d. An officer shall not discharge a firearm in the direction of another person or at a moving vehicle unless the use of deadly force is justified.
3. KNIVES:
- a. The Westbrook Police Department does not issue knives, but officers may carry a knife in accordance with the following guidelines:
    - i. The knife shall have a cutting edge that does not exceed 4-inches in length.
    - ii. The knife should be carried on the officer's person in a sheath or in a folded position in such a way that it can be protected and retained;
    - iii. The use of a knife as a lethal cutting instrument to defend one's self or a third person from the imminent use, or threatened use, of deadly force is considered the use of deadly force.
4. IMPROVISED WEAPONS:
- a. Due to training and professional standards, firearms are the preferred weapons for officers in response to deadly force encounters, when deadly force is justified for the protection of self and others.
  - b. If, however, the facts and circumstances, tactical options available and lack of discretionary time require an officer to adapt their response options in a tense, uncertain and rapidly evolving situation, they may use an improvised weapon to resolve a deadly force situation, when deadly force is justified for the protection of self and others.

## **V. MEDICAL RESPONSIBILITIES:**

- A. After using force, and as soon as it is safe to do so, officers are responsible for determining if a subject is injured and are required to render aid and summon EMS as needed.
- B. If a subject puts an officer on notice of a preexisting injury, the officer, if foreseeably safe, shall make reasonable efforts to accommodate the request/limitation.
- C. When chemical agent is used, officers are responsible for decontaminating the subject in accordance applicable policy and best practices.
- D. When a CEW is deployed, officers shall make sure the probes are properly removed from the subject.
  - a. In most cases, officers may remove the probes from the subject, clean the area with an antiseptic wipe and place a bandage over the affected area.
  - b. Probes imbedded in sensitive areas should be removed by medical personnel.
- E. Officers shall monitor the health of any person in their custody. If the officer believes the subject is suffering from any medical condition, the subject shall be seen by EMS or competent medical personnel immediately.
- F. Photographs shall be taken of any injuries.
- G. If applicable, all reasonable attempts shall be made to collect EMS run sheets and medical waivers.

## **VI. REPORTING USE OF FORCE:**

- A. All use of force incidents, involving more than compliant handcuffing, shall be reported via a "Response to Resistance/Aggression" report (See Appendix #4)
  - 1. The report shall be completed prior to going off-duty, unless otherwise authorized by the on-duty sergeant or Operations Captain.
  - 2. The sergeant will forward Response to Resistance/Aggression reports to the Operations Captain.
  - 3. The Operations Captain will review the Response to Resistance/Aggression reports for clarity and completeness; ensure policy was followed; and identify training or supervisory needs.
- B. In addition, all "Response to Resistance/Aggression" reports must have an accompanying IMC report (AR, OF, or FI) properly articulating all pertinent facts and circumstances.
- C. The Operations Captain will maintain a file of completed Response to Resistance/Aggression reports, storing them for a length of time commensurate with applicable law.
- D. When deadly force is justified, but not used, the Operations Captain will ensure the appropriate reports are submitted to the Attorney General's Office.
- E. Upon review of the report, if the Operations Captain believes there is a possible violation of policy, the Captain will conduct an informal inquiry into the use of force to determine if there is a need to initiate an internal investigation. Should an internal investigation be recommended, the Operations Captain shall notify

the Chief of Police. Procedure outlined in GO #1-9 "Complaints Against Personnel and Internal Affairs Investigations" will be followed.

- F. On an annual basis, the Operations Captain, or his/her designee, will conduct a complete review and analysis of the previous year's Response to Resistance/Aggression reports to determine trends and training needs. The report will be presented to the Chief of Police and the Command Staff for recommendations.

## VII. **INVESTIGATING USE OF FORCE:**

Determining whether the application of physical force is reasonable requires consideration of the severity of the crime, or the circumstances involved if a crime is not committed, the immediacy of the threat posed by the subject, the degree to which the subject resists arrest/detention and any attempts by the subject to flee. Only those facts or circumstances known to the officer(s) at the time the force was used will be considered later in determining whether the force was justified. Deference should be given to the involved officer's training, education and experience.

### A. NON-DEADLY FORCE:

1. An on-duty supervisor, or Police Administrator, or OIC shall respond to all incidents where there is a reasonable belief officers will be met with resistance/aggression, or force will be used, or as soon as practicable after force was used.
2. When the supervisor, administrator, or OIC responds to the scene where force was used, his/her responsibilities include, but are not limited to:
  - a. Assist in controlling the situation;
  - b. Request and direct additional resources;
  - c. Ensure involved aggressors and officers are separated, if necessary/capable;
  - d. Ensure all involved are checked for injuries and EMS is summoned if needed;
  - e. Ensure witnesses are identified and statements are collected;
  - f. Ensure evidence is collected; including photographs of any injuries to any/all involved person(s).
  - g. Ensure any missing equipment is located and collected;
  - h. Determine the locale and availability of A/V recordings that might have captured the incident, and collect if possible;
  - i. If any involved person was injured, including complaint of pain, during the use of force incident, ensure the Operations Captain is notified as soon as reasonably possible; and
  - j. Interview all officers who were on scene during any portion of the force incident and, if possible, interview the subject(s) on whom the force was used.
3. If the use of force results in serious bodily injury, the Operations Captain will notify the Chief of Police. And, the Operations Captain will conduct an informal review of the circumstances of the use of force to determine if an internal affairs investigation should be conducted. If one is

recommended, procedures outlined in GO #1-9 "Complaints Against Personnel and Internal Affairs Investigations" will be followed.

**B. DEADLY FORCE:**

1. When a law enforcement officer from this department is involved in a deadly force incident, whether involving a firearm or other weapon, the protocols in General Orders #2-3 "Firearms" shall be followed, as well as any applicable protocols for the investigation of non-deadly force listed above.
2. The Department shall report the incident to the Office of the Attorney General pursuant to the "Protocol for Reporting and Investigation of the Use of Deadly Force." (See Appendix #3).
3. When deadly force is used, the Chief of Police shall convene an Incident Review Team consistent with the applicable policies and best practices.

**X. SITUATIONAL USE OF FORCE TRAINING:**

A. Sworn members of the Westbrook Police Department will be trained and subsequently maintained in the lawful and proper applications of situational use of force.

1. The level and frequency of training shall meet or exceed the standards adopted by the MCJA and the Maine Attorney General's Office.
2. After the initial certification/proficiency training, officers will be re-certified, or re-tested for proficiency at required intervals in accordance with manufacturer's recommendations and professional standards.
3. The Operations Captain shall maintain curriculum, lesson plans and other such records pertaining to all use of force training.

B. Training shall include, but not be limited to:

1. Legal standards for using force;
2. Policy review;
3. Handcuffing techniques;
4. Empty-hand defense and restraint tactics;
5. Proper use of chemical agents;
6. Proper use of impact weapons;
7. Proper use of CEW;
8. Weapons retention;
9. Firearms deployment and tactics;
10. Knife defense;
11. Other state-of-the-art tactics as deemed applicable by command staff or certified instructor(s), upon the approval of the Chief of Police.



# WESTBROOK POLICE DEPARTMENT USE OF FORCE REPORT



<b>INCIDENT/OFFENSE TYPE</b> SELECT TYPE		<b>Arrest/Offense Report #:</b>	<b>DATE:</b>	<b>DAY:</b>	<b>TIME:</b>
# of Officers: <input type="checkbox"/> Companion R/A Report(s): #		Officer(s) in uniform: Yes <input type="checkbox"/> , No <input type="checkbox"/> , Both <input type="checkbox"/>	Initial call / stop address:		
Environmental/Location Conditions (e.g. dark, slippery, confined, etc.):					
Subject Name:	DOB:	Age:	Gender: M <input type="checkbox"/> F <input type="checkbox"/>	Height:	Weight:
			Race: W <input type="checkbox"/> ; B <input type="checkbox"/> ; A <input type="checkbox"/> ; H <input type="checkbox"/> ; AI <input type="checkbox"/> ; PI <input type="checkbox"/> ; ME <input type="checkbox"/> ; UNK <input type="checkbox"/>		
<b>Disposition:</b> Subject arrested <input type="checkbox"/> ; Subject transported to hospital <input type="checkbox"/> ; Subject released from scene <input type="checkbox"/> ( <i>Please explain</i> ):			<b>Officer Injured: Yes <input type="checkbox"/> No <input type="checkbox"/></b> Describe:		
<b>Weapon(s) Present: Y <input type="checkbox"/> N <input type="checkbox"/></b> , Type: ; <b>Used: Yes <input type="checkbox"/> No <input type="checkbox"/></b>			Suspected under influence of alcohol/drugs? Y <input type="checkbox"/> N <input type="checkbox"/>		
Known history or recent violence: Yes <input type="checkbox"/> No <input type="checkbox"/>		Known/suspected mental illness Y <input type="checkbox"/> N <input type="checkbox"/>			
Was subject injured as a result of resistance? Yes <input type="checkbox"/> No <input type="checkbox"/> , Describe injury:					
Subject Medical treatment for Injury? Yes <input type="checkbox"/> No <input type="checkbox"/> , By whom?			Where treated?		
<b>SUBJECT's ACTION(s)-Use Narrative to Describe Specifics</b>					
<input type="checkbox"/> <b>Passive Resistance</b> (Physical or verbal non-compliance/defiance to officer's lawful verbal direction, but offering no active resistance or evasive bodily movement)					
<input type="checkbox"/> <b>Active Resistance / Escape</b> (Physically resistive or evasive body movement (ex. muscle tensing, pulling/pushing, flight) to avoid control, being taken into and/or retained in custody)					
<input type="checkbox"/> <b>Assaultive / High Risk:</b> (Highly agitated, combative actions and/or behavior that poses threat of injury to the officer or another (ex: punching/kicking/ head-butting etc)					
<input type="checkbox"/> <b>Threatening / Using Deadly Force</b> (Physical and/or verbal actions/behaviors indicating an imminent likelihood of serious bodily harm or death to officer or other person, through use of personal means, actual weapon(s), vehicle etc)					
<input type="checkbox"/> <b>Compliant</b> (Person(s) were immediately compliant with officer commands, show of, or physical force applied)					
<b>Other (Please Explain):</b>					
<b>*Suspect's Action(s):</b>					
<b>Legal Justification(s):</b> Defend self/another person <input type="checkbox"/> ; Effect arrest <input type="checkbox"/> ; Prevent escape <input type="checkbox"/> ; Effect Legal Detention <input type="checkbox"/> ; Effect Protective Custody <input type="checkbox"/> ; Other <input type="checkbox"/> (describe):					
<b>*Officer's Response:</b>					
<b>Unarmed Technique(s) Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; Restraint: Yes <input type="checkbox"/> ; No <input type="checkbox"/> Type restraint (Hand/flex cuffs, leg restraints, spit shield ; other –describe): Strike <input type="checkbox"/> ; Type of strike(s): ; #of strike(s): ; Location of strikes: Other <input type="checkbox"/> (Force used to gain control – physically restraining, come-along, takedowns – use of hands, arms, feet, legs etc.); (describe):					
<b>OC Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; MFR: ; Exp. Date: ; Displayed/Aimed Y <input type="checkbox"/> N <input type="checkbox"/> ; Sprayed Y <input type="checkbox"/> N <input type="checkbox"/> ; Approx. Dist.: ; # sprays: ; Sec/spray:					
<b>Impact Tool/Munition Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; Displayed/Aimed Y <input type="checkbox"/> N <input type="checkbox"/> ; Fired Y <input type="checkbox"/> N <input type="checkbox"/> ; Used to Impact/Strike <input type="checkbox"/> Manipulate/Pry <input type="checkbox"/> ; Type impact tool/munition used: ; #of impacts, ; Locale of impact(s): ; Locale of manipulation/pry: ;					
<b>Taser Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; SER # ; Displayed/Aimed Y <input type="checkbox"/> N <input type="checkbox"/> ; Drive Stun Y <input type="checkbox"/> N <input type="checkbox"/> ; #of Drive Stun Probe Deployment Y <input type="checkbox"/> N <input type="checkbox"/> ; #of activations: ; Duration: ; Locale of Stun/Probe:					
<b>K-9 Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; K-9 Name/ID: ; Displayed Y <input type="checkbox"/> N <input type="checkbox"/> ; Bite Y <input type="checkbox"/> N <input type="checkbox"/> ; #of bites ; Location of bite(s)? ;					
<b>Firearm Used: Y <input type="checkbox"/> N <input type="checkbox"/></b> ; Make: ; Model: ; Cal: ; SER #: ; Displayed/Aimed Y <input type="checkbox"/> N <input type="checkbox"/> ; Fired Y <input type="checkbox"/> N <input type="checkbox"/> ;					
<b>Video/Photos/Audio? Yes <input type="checkbox"/> No <input type="checkbox"/></b> <b>Source:</b>					
Officer's Name Printed		Officer's Signature		Date:	Time:
Supervisor's Name Printed		Supervisor's Signature		Date:	Time:
		<i>Reviewed Audio/Video evidence if Available</i> Yes <input type="checkbox"/> No <input type="checkbox"/>			
Patrol Commander's Name Printed		Patrol Commander's Signature		Date:	Time:
		<i>Reviewed Audio/Video evidence if Available</i> Yes <input type="checkbox"/> No <input type="checkbox"/>			

\*These Narratives are a BRIEF supplement to your arrest/incident report. Describe the suspect's resistance/threat actions, e.g. non/verbal communications, resistance/aggression levels, assaultive actions, and weapon display/use. Describe your responses to the suspect's actions, e.g. officer presence, non/verbal commands, unarmed techniques, and tool usage.