WESTBROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING AGENDA
MONDAY SEPTEMBER 14, 2020 AT 7:00 PM
WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF MINUTES

August 31, 2020 Committee of the Whole; Special City Council Meeting

IV. MAYOR'S MESSAGE

Employee of the Quarter Award, 1st Quarter 2020 – Lieutenant Joseph Carroll
Manager of the Quarter Award, 1st Quarter 2020 – Captain Steve Goldberg
Employees of the Quarter Award, 2nd Quarter 2020 – Lisa Dupra, Casey Provost, Kathy Young
Manager of the Quarter Award, 2nd Quarter 2020 – Chief Andrew Turcotte
Police Department Employee of the Quarter Award, 2nd Quarter 2020 – Officer Nicholas Wrigley
Proclamation – Now is the Time to Shop Small, Fall 2020

V. STUDENT REPRESENTATIVE UPDATE

VI. PUBLIC COMMENT

VII. UNFINISHED BUSINESS

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

Order 2020-107 Authorizing Award of Bid for Computer Hardware

IX. NEW BUSINESS

Orders (One Reading Required)

Order 2020-104* Approving Referendum for Charter Amendment Regarding Appropriation & Expenditure Threshold
Order 2020-105 * Approving Referendum for Charter Amendment Regarding Municipal Candidate Nominations
Order 2020-108 Authorizing Amendment to Order 2020-52, Purchase of Mechanical CPR Device

**These items require public hearings. Notice of the public hearings published in the Portland Press Herald on September 9, 2020, in the American Journal on September 10, 2020 and published on the City of Westbrook's website.*

Orders (Two Readings Required)

Order 2020-109 Authorizing Award of Bid for Survey, Design & Engineering Services for Revitalization of Cornelia Warren Outdoor Recreation Area
Order 2020-110 Authorizing Award of Bid for Public Safety Building Flooring Replacement
Order 2020-111 Authorizing Award of Bid for Public Safety Building Kitchen Renovations
Order 2020-112 Authorizing Award of Bid for Public Safety Building Fencing

Order 2020-113	Authorizing Acceptance & Expenditure of Donation for Westbrook Recovery Liaison Program
Order 2020-114	Authorizing Acceptance & Expenditure of FY 18 Edward Byrne Memorial Justice Assistance Grant Funds

X. PUBLIC COMMENT

XI. REFERRALS

XII. COMMITTEE REPORTS

Committee of the Whole
Hours for Construction & Noise Ordinance
Residential Landlord Registration
City Council Rules & Procedures

Facilities & Streets Committee
Austin Street Extension
Reducing Speed Limit on Lincoln Street
Sidewalks & Traffic at Haskell Street
Condition of Westbrook Middle School Baseball Field
Traffic Issues on Forest Street
Installation of Street Light at 23 Everett Street

Finance
Creating a Fire Truck Fund

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

Westbrook, Maine
MAYOR'S OFFICE

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

To: Honorable City Council
From: Jerre R. Bryant, City Administrator
Date: September 11, 2020
Subject: Position Paper for City Council Meeting of September 14, 2020

ORDERS OF THE DAY

2020-107 This authorizes the award of bid for the purchase of three (3) replacement computer servers to Connection Public Sector Solutions, Merrimack, NH, low bidder at a bid price of $16,651.86. In addition to the competitive bidding process, the City's technology service and support vendor, TPX, was able to work with the low bidder to further reduce this expense by $1,888. This is a scheduled replacement of technology hardware funded in the IT budget. This award of bid was given first reading on August 31, 2020, is supported by the Administration and is in order for final City Council action.

NEW BUSINESS

One-Reading Orders

2020-104 This is a **Public Hearing** on legislation which would place a Charter Amendment question on the November 3, 2020 ballot. The question for voters is whether to increase the current Appropriation and Expenditure threshold from $3,000 to $5,000. This proposal was initiated by the Administration and originally requested that the increase be to $10,000 but was reduced to $5,000 by the Committee of the Whole at their August 31, 2020 meeting. The action requested is for this Charter Amendment to be placed on the November 3, 2020 ballot for voter consideration. This Charter amendment question was proposed by the Administration, was amended and referred to the City Council by the Committee of the Whole and, following the public hearing, is in order for final City Council action.

2020-105 This is a **Public Hearing** on legislation which would place a Charter Amendment on the November 3, 2020 ballot. The question for voters concerns a change in ballot access options for municipal candidates running for local elected office (Mayor, City Council and School Committee). At present, any resident interested in running for local elected office can seek the nomination of one of the political parties using the caucus system, or alternatively can circulate nomination papers (petitions) to be signed by a certain number of registered Westbrook voters. Westbrook is one of two cities in Maine that utilizes a caucus system, with all other relying on the petition process. The other

municipality that uses the caucus system (Waterville) also requires caucus nominations to be verified through the petition process. The action requested is for this Charter Amendment question to be placed on the November 3, 2020 ballot for voter consideration. This Charter amendment question was proposed by the administration, was referred to the City Council by the Committee of the Whole and, following the public hearing, is in order for final City Council action.

2020-108 This amends Order 2020-52, which was previously approved by the City Council on June 1, 2020 for the purchase of a Mechanical CPR Device and accepting funds to cover that purchase. The amendment adjusts the $15,459.70 funding allocation by increasing the Bureau of Justice Grant from $10,459.70 to $12,816 and reducing the Trans Canada Energy Grant from $5,000 to $2,643.70. The funding allocation change is supported by the Administration and is in order for final City Council action.

Two-Reading Orders

2020-109 This is an award of bid for survey, design and engineering services for the $605,000 revitalization project at the Cornelia Warren Outdoor Recreation Area. This project has previously been presented to the City Council in relation to the City's application for grant funding from the Land & Water Conservation Fund (LWCF) and proposes a comprehensive repair, renovation and upgrade of this outdoor recreation complex. The components includes baseball and softball fields, basketball courts, a portion of the Riverwalk along the Presumpscot River, the outdoor swimming pool and the construction of a small splash pad. The City received proposals from five teams. The bid presenting the best proposal for the City was determined to be CES, Inc. of Bangor, a diversified, full-service civil engineering firm which teamed up with RS Leonard Landscaping Architects of Topsham and RW Eaton Surveyors of Westbrook for this project. The bid price from CES was actually the second low bid price at $120,000. This is one of the multiple Westbrook projects being very capably managed by Robyn Saunders, who will be at Monday's City Council meeting to respond to any questions. The survey, design and engineering component of this project will enable us to begin actual construction next spring. Funding for the entire project is provided by a LWCF grant of $300,000 and $305,000 from grant, donations and CIP sources. This award of bid is supported by the Administration and is in order of first reading.

2020-110 This is an award of bid for the replacement of flooring in the first-floor conference rooms and adjacent hallways at the Public Safety Building to Carpet Specialist, Inc. of Westbrook, low bidder at a price of $7,600. The carpet is original for this 16-year-old building and these rooms have seen a high level of traffic, not just for the Public Safety Department's use but also meetings and training events for other city and community groups. The carpet is being replaced by vinyl plank flooring, which we have been installing in other high-traffic public buildings and have proven to be much more durable than carpet. This flooring replacement is funded in the 2019-20 CIP and the project is

being managed by the Buildings Division of the Public Services Department. This award of bid is supported by the Administration and is in order for first reading.

2020-111 This is an award of bid for renovations and updating of the kitchen and dining area at the Public Safety Building. This facility receives heavy use in support of a 24 hours/day, 7 days/week operation of three Public Safety Departments. This project re-uses the existing appliances (commercial stove has previously been replaced) and countertops, but replaces cabinets, flooring and sink/faucet. This kitchen renovation is funded in the 2019-20 CIP and the project is being managed by the Buildings Division of the Public Services Department. This award of bid is supported by the Administration and is in order for first reading.

2020-112 This is an award of bid for the purchase and installation of fencing and three electronic gates at the Public Safety Building. This feature was considered and deferred when the PSB was constructed and has been requested on multiple occasions since the building was completed to better control access and traffic flow around the building and to provide improved security for department equipment and employee personal vehicles. Based on our experience with cut-through traffic between Haskell Street and William Hartley Drive, vandalism to city and employee vehicles and general access security concerns, this project is now a much higher priority for the Department. This project is not currently budgeted, but savings on other PD capital projects, the re-prioritization of funds for two other previously approved projects and available detail revenues will provide adequate funding for this work. The City solicited bids from three local fencing contractors and received a single response from Burns Fencing of Westbrook at a bid price of $76,000. The electrical work associated with the three gates calls for an additional $2,580, for a total project cost of $78,580. This award of bid is supported by the Administration and is in order for first reading.

2020-113 This authorizes the acceptance and authorizes expenditure of a donation received from Climb 4 Recovery in the amount of $3,054 in support of the Westbrook Recovery Liaison Program. Climb 4 Recovery is a group that supports individuals in recovery and related programs and services. These funds will be used to cover operating expenses for the Police Department's Recovery Liaison Program. Acceptance and expenditure authorization for this donation is supported by the Administration and is in order for first reading.

2020-114 This is the acceptance and expenditure authorization of a FY 2018 Edward Byrne Memorial Justice Assistance Grant in the amount of $35,075. As the enclosed Memorandum of Understanding outlines, the City of Westbrook joined with the City of Portland and Cumberland County to secure this federal funding on an annual basis. The purchases to be funded with this grant include nine (9) digital cameras at $2,700 , nine (9) protective cases at $297, four (4) standard rifles at $3,136.24 and two (2) compact rifles at $1,886.52 from Windham Weaponry of Windham, Maine, optics for all six rifles

at $1,079.86, a new Polaris Utility Terrain Vehicle (UTV) at $27,749.85 through the Government and Defense Program and two (2) portable solar powered LED speed display signs at $8,475 from Kustom signs, Inc., of Lenexa, Kansas. Total expenditures of $45,324.47 will be funded with the $35,075 JAG grant with the remaining $10,247.47 funded with Police Detail Vehicle Fees. This grant acceptance and expenditure authorization are supported by the Administration and in order for first reading.

WESTBROOK CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING MINUTES
MONDAY AUGUST 31, 2020
WESTBROOK PERFORMING ARTS CENTER, 471 STROUDWATER ST.

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

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

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

Other City Officials Present: Jerre Bryant (City Administrator); Natalie Burns (City Solicitor); Melanie Fernald (Deputy City Clerk); Stephen Fields (Assistant City Administrator/Director of Human Resources); Michael T. Foley (Mayor); Tressina Germani (Accounting Manager); Angela Holmes (City Clerk); Suzanne Knight (Finance Director); Janine Roberts (Police Chief)

CHARTER AMENDMENT REFERENDUMS – INCREASING APPROPRIATION & EXPENDITURE THRESHOLD and MUNICIPAL CANDIDATE NOMINATION PROCESS
Committee Chair Morse gave the floor to the Mayor who gave an overview of both items on the agenda.

Mayor read his memo into the record (attached) presenting a request to submit two questions to voter referendum at the November 3, 2020 election. The first question would increase the threshold for appropriations and expenditures that require Council approval from $3,000 to $10,000. The second question would allow municipal candidates to appear on the ballot by collecting signatures on a petition only, instead of by nomination from political party caucus.

INCREASING APPROPRIATION & EXPENDITURE THRESHOLD
Committee Chair Morse opened the floor for comments and questions on the topic of Appropriation & Expenditure Threshold.
The following individuals presented comments and/or questions: President Rairdon, Mayor Foley, Mr. Bryant, Councilor Chau, Councilor Storey, Councilor Shaughnessy, Chairman Morse, Ms. Knight.

Chairman Morse noted that their role during this meeting is to discuss whether to send this to Council for consideration to be included on the municipal ballots for voters in November.

Motion to amend the proposed item to a threshold of $5,000 and refer to City Council for consideration.
Moved by President Rairdon, seconded by Chairman Morse.
Motion carried by a show of hands. (Vote 3-2-2)
Ayes: Shaughnessy, Morse, Rairdon
Nays: Chau, Storey
Absent: Rwaganje, Turcotte

MUNICIPAL CANDIDATE NOMINATION PROCESS

Committee Chair Morse opened the floor for comments and questions on this matter. The following individuals spoke: Councilor Chau; President Rairdon; Councilor Shaughnessy; Ms. Holmes; Ms. Burns; Chairman Morse; Mayor Foley
Motion to refer this item to City Council for consideration as written.
Moved by President Rairdon, seconded by Councilor Chau
Motion carried by a show of hands. None opposed.

Chairman Morse clarified with Ms. Burns about changing the wording of the referendum questions as suggested during discussions. Ms. Burns noted that the public hearing notice to be published before the meeting needs to provide the wording of the question proposed. Tonight, Council could only move to set a public hearing, to be scheduled for September 14th. Ms. Holmes and Mr. Bryant further clarified which steps would be necessary before Council can act upon the proposed orders.

ADJOURNMENT
Motion to adjourn at 7:10pm.
Moved by President Rairdon, seconded by Councilor Chau
Motion carried by a show of hands. None opposed.

WESTBROOK CITY COUNCIL
SPECIAL CITY COUNCIL MEETING MINUTES
MONDAY AUGUST 31, 2020
WESTBROOK PERFORMING ARTS CENTER

READING THE CALL
Ms. Holmes noted for the record that this Special City Council Meeting was called by Mayor Foley on August 26, 2020. Notice was sent to all City Councilors and was posted to the City's website.

CALL TO ORDER
Meeting called to order at 7:12pm by City Council President Gary Rairdon.

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

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

Other City Officials Present: Jerre Bryant (City Administrator); Natalie Burns (City Solicitor); Melanie Fernald (Deputy Clerk); Stephen Fields (Assistant City Administrator/Director of Human Resources); Michael T. Foley (Mayor); Suzanne Knight (Finance Director); Dena Lebeda (Tax Collector); Rebecca Spitella (Assistant City Planner)

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

MINUTES
President Rairdon stated that unless any objections are received, the minutes from the Regular City Council meeting held on August 3, 2020 would stand as presented. No objections were received; minutes stand as presented.

MAYOR'S MESSAGE
Mayor Foley read his message into the record. The full text of the Mayor's Message is attached to these minutes.

STUDENT REPRESENTATIVE UPDATE
No Student Representatives were present.

PUBLIC COMMENT
President Rairdon opened the floor for the first public comment portion of the evening's meeting. The following individuals spoke: Councilor Shaughnessy, Ms. Holmes

ORDERS OF THE DAY (SECOND AND FINAL READING)
Included below are the City Council Orders which require second and final reading.

1. **Order 2020-96. Authorizing Reallocation of Funds for County Road Pump Station Project.**
   Order 2020-97. Authorizing Award of Bid for Public Safety Building Assessment.

DRAFT

Order 2020-98. Authorizing Award of Bid for Unmarked Police Vehicle.
Order 2020-99. Authorizing Appropriation of Recreation and Conservation Commission Open Space Funds for the Cornelia Warren 4-Season Rink Project.
Order 2020-100. Authorizing Purchase of Replacement Voice/Radio Recorder System.
Order 2020-101. Authorizing Acceptance of Asset Forfeiture Funds.
Order 2020-102. Authorizing Payment for Annual Email Archive Maintenance Support & Amending Annual Vendor List.
Order 2020-103. Authorizing Award of Bid for Two Police Cruisers.
Motion to approve second and final reading of Order 2020-96 through 2020-103.
Moved by Councilor Morse, seconded by Councilor Chau.
President Rairdon asked if any Councilor wished to consider any item separately. No one spoke.
President Rairdon opened the floor for comments on the motion. The following individuals spoke: Councilor Chau
Motion carried. Orders 2020-96 through 2020-103 adopted. (Votes 5-0-2)
Ayes: Shaughnessy, Morse, Chau, Storey, Rairdon
Nays: None
Absent: Turcotte, Rwaganje

NEW BUSINESS

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

1. **Order 2020-104. Approving Referendum for Charter Amendment Regarding Appropriation & Expenditure Threshold.**
   Order 2020-105. Approving Referendum for Charter Amendment Regarding Municipal Candidate Nominations.
   Motion to set public hearing for Orders 2020-104 and 2020-105 to be scheduled during the next Council meeting on September 14, 2020.
   Moved by Councilor Morse, seconded by Councilor Chau.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Mayor Foley, Ms. Holmes, Councilor Chau.
   Motion carried by a show of hands. None opposed.
   Absent: Turcotte, Rwaganje

2. **Order 2020-106. Authorizing Street Closure for National Night Out.**
   Motion to approve first and final reading of Order 2020-106.
   Moved by Councilor Shaughnessy, seconded by Councilor Morse.
   President Rairdon opened the floor for comments on the motion. The following individuals spoke: Councilor Chau, Chief Roberts, Mayor Foley, President Rairdon
   Motion carried. Order 2020-106 adopted. (Votes 5-0-2)
   Ayes: Shaughnessy, Morse, Chau, Storey, Rairdon
   Nays: None
   Absent: Turcotte, Rwaganje

3. **Order 2020-107. Authorizing Award of Bid for Computer Hardware.**
   Motion to approve the first of two readings for Order 2020-107.

Moved by Councilor Morse, seconded by Councilor Storey.
President Rairdon opened the floor for comments on the motion. No one spoke.
Motion carried by a show of hands. None opposed.
Absent: Turcotte, Rwaganje

PUBLIC COMMENT

President Rairdon opened the floor for the second and final public comment portion of the evening's meeting. No one spoke.

EXECUTIVE SESSION

Motion to enter into Executive Session at 7:37pm pursuant to 36 M.R.S.A. § 841-2(E) to discuss hardship tax abatements, inviting the Mayor, City Administrator, Assistant City Administrator/Director of Human Resources, City Solicitor, City Clerk and Tax Collector to attend.
Moved by Councilor Chau, seconded by Councilor Morse.
Motion carried by a show of hands. None opposed.

RECONVENE

The meeting reconvened at 7:59pm.

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

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

Other City Officials Present: Jerre Bryant (City Administrator); Natalie Burns (City Solicitor); Melanie Fernald (Deputy Clerk); Stephen Fields (Assistant City Administrator/Director of Human Resources); Michael T. Foley (Mayor); Dena Lebeda (Tax Collector)

1. **Grant and Adopt Findings of Fact for Applicant #1.**
   Motion to grant and adopt Findings of Fact for Applicant #1.
   Moved by Councilor Morse, seconded by Councilor Storey.
   Motion carried by a show of hands. None opposed.
   Absent: Turcotte, Rwaganje

2. **Grant and Adopt Findings of Fact for Applicant #2.**
   Motion to grant and adopt Findings of Fact for Applicant #2.
   Moved by Councilor Shaughnessy, seconded by Councilor Morse.
   Motion carried by a show of hands. None opposed.
   Absent: Turcotte, Rwaganje

ADJOURNMENT

Motion to adjourn at 8:01pm.
Moved by Councilor Morse, seconded by Councilor Shaughnessy.
Motion carried by a show of hands. None opposed.

Westbrook, Maine
MAYOR'S OFFICE

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

Employee of the 1st Quarter 2020

Recipient: Lieutenant Joseph Carroll

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Joseph Carroll has been selected as the recipient of the City's Employee of the Quarter Award for the first quarter of 2020 (January – March). The award is presented to an employee who consistently demonstrates exceptional knowledge, customer service, a positive attitude, and who has given more to the community than expected in their day-to-day job. All full-time, part-time, and seasonal employees are eligible for the award.

During the first quarter of 2020, Lieutenant Carroll helped coordinate the planning and administration of a full-scale exercise at the Westbrook Middle School. This exercise included the evacuation of the entire school, the relocation of the 7th grade class, and the reunification of approximately 30 students and their parents. The logistical expertise, interpersonal skills and commitment to excellency required to make this drill a success demonstrate his dedication to public service. In addition, through his consistent embodiment of these values, he shows others around him the ability to lead by example.

In addition to planning and executing a full-scale exercise, Lieutenant Carroll has also worked toward accomplishing several action items identified in previous emergency preparedness drills, thereby increasing the safety of our students, staff and visitors across the school district. Lieutenant Carroll invested a considerable amount of time to ensure the safety of Westbrook's youth. These responsibilities were voluntary and went above and beyond an already busy daily workload. Examples of such items include:

- Leading lockdown/lockout drills at the schools
- Coordinating/leading SET team trainings
- Assisting with updates to the Emergency Action Plan for the Westbrook School Department
- Assisting with the successful COPS grant application, receiving funding for upgraded portable radios, cameras and new numbering systems district-wide

In addition to the time and hard work Lieutenant Carroll invested in the School Department during the first quarter, he also assisted with developing specifications of a new engine for the Westbrook Fire Department. Lieutenant Carroll researched apparatus, met with vendors and helped write the the specifications. He also runs the regional Fire Academy and has risen to the challenge of adapting this year with COVID to keep the program running while ensuring the safety of students and instructors.

In addition to the work conducted within Westbrook, Lieutenant Carroll's compassion and humanity extends to other communities, Fire Departments, and to their families. He has worked through the Teamsters Union to directly assist with line-of-duty deaths and funerals for fallen firefighters, assisting with the logistics of funerals and benefits, and ensuring that the fallen are honored. Lieutenant Carroll's immense passion to support others especially in difficult times is an example to all of us.

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

Sincerely,

Mayor Michael T. Foley

Westbrook, Maine
MAYOR'S OFFICE

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

Manager of the 1st Quarter 2020

Recipient: Captain Goldberg

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Captain Steve Goldberg has been selected as the recipient of the City of Westbrook's Manager of the 1st Quarter Award for 2020!

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

During the first quarter of 2020, Captain Goldberg's actions furthered several objectives and goals related to the Police Department, School Department, and City operations. Some examples include working with Police and School Department staff to create and hold barricade training for High School and Middle School staff and working with Planning & Code Enforcement on reviewing and providing public safety perspectives on several development projects and community events. In addition, Captain Goldberg has overseen multiple grants, providing thousands of dollars in additional funds to better serve our community. Captain Goldberg oversees the Police Department's hiring process, assisting candidates through all required steps and providing essential feedback to the Chief concerning the best candidate for each position. He supervises criminal investigations of felony-level crimes, including drug trafficking, sexual assault, and burglary/theft incidents. He also leads the Police Department's Employee Recognition Committee in planning and executing the Department's annual awards banquet, including processing all the nominations and recommending the selected recipients. As the COVID-19 pandemic hit our community, Captain Goldberg proactively worked with other City leaders on emergency protocols, changes to development plans and events, and even shaved his beloved beard to demonstrate the importance of ensuring that his N-95 mask would fit properly.

In addition to these efforts during the first quarter, his overall performance as Administrative Division Captain for the Police Department has been instrumental in establishing several practices and programs that directly benefit our community, including active threat response training for City staff and local businesses, City and School level emergency preparedness drills, event planning and logistics focused on public safety, providing administrative support to the Recovery Liaison Program, and maintaining the Department's Facebook page, keeping our community informed and engaged.

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

Sincerely,

Mayor Michael T. Foley

Westbrook, Maine
MAYOR'S OFFICE

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2 York Street
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Phone: 207-591-8110
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Employee of the 2nd Quarter 2020

Recipient: Lisa Dupra

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Lisa Dupra has been selected as the recipient of the City's Employee of the Quarter Award for the second quarter of 2020 (April – June). The award is presented to an employee who consistently demonstrates exceptional knowledge, customer service, a positive attitude, and who has given more to the community than expected in their day-to-day job. All full-time, part-time, and seasonal employees are eligible for the award.

Lisa was hired as a Customer Service Representative I for the Finance Department in February 2018. She quickly learned the ins-and-outs of motor vehicle registrations, tax payments, and other CSR-related duties and was quickly promoted to CRS II after a few short months. In her role as a CSR II, Lisa stood out as the go-to person for questions, problem-solving and advice for the other CSRs. In between customers, Lisa would ask for extra work to keep busy and she would often volunteer to help on special Finance-related projects.

Since that time, she has proven to be a great asset to the Finance Department and was recently promoted to the position of Accounts Receivable Specialist. The transition between her former and current position was seamless. Lisa jumped right in and took over as the Motor Vehicle Agent for the City and has established an excellent working relationship with the State. She has taken pains to learn the intricacies of Motor Vehicle Excise tax operations and how each transaction is separated into revenues and liabilities. She confirms that the general ledger is stated correctly with each check she issues to the State, and has excelled in her new position, quickly mastering her many new responsibilities. Lisa takes pride in the work she performs and has proven to be a key part of the Finance team. While City Hall was closed to the public during the initial stage of the COVID-19 pandemic, Lisa did an excellent job keeping up with an influx of customer service inquiries from concerned citizens. Through this entire period, Lisa was positive and demonstrated extreme kindness to all customers.

Lisa has done extremely well in every position she has held here at City Hall, adapting to changing positions and situations with positivity, competence and flexibility which has made her an invaluable team member. She always goes above and beyond what is expected of her, whether taking on new assignment, assisting the Tax Collector or Finance Director, or jumping on the front-line to help during busy seasons. Lisa is a pleasure to work with every day and has a great working relationship with each and every person at City Hall.

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

Sincerely,

Mayor Michael T. Foley

Westbrook, Maine
MAYOR'S OFFICE

Mayor Michael T. Foley
2 York Street
Westbrook, Maine 04092
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Co-Employees of the 2nd Quarter 2020

Recipient: Casey Provost & Kathy Young

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Casey Provost and Kathy Young have been jointly selected as the recipients of the City's Employee of the Quarter Award for the second quarter of 2020 (April – June). The award is presented to an employee (or employees, in this case) who consistently demonstrates exceptional knowledge, customer service, a positive attitude, and who has given more to the community than expected in their day-to-day job. All full-time, part-time, and seasonal employees are eligible for the award.

During the recent COVID-19 pandemic, Casey and Kathy took on the challenge of running the Westbrook Community Center's *Community Clubhouse*, a seven-week babysitting program that allowed parents the opportunity to return to work while giving children a chance to regain some form of normalcy during these extraordinary times. In addition to coordinating a multitude of daily activities, all performed under State & CDC guidelines, Casey and Kathy also helped students with remote learning through the conclusion of the school year. They worked tirelessly with parents and teachers to ensure that each child's school commitments were being met, and, despite major obstacles, that no child fell behind. Moreover, both employees were actively involved in summer camp planning, juggling the demands of conference calls, walk-throughs, and other resource-sharing events, along with training seasonal staff.

"During these very challenging times, filled with lots of uncertainties and questions, Casey and Kathy formed an unbelievable tandem that rose to the occasion and met the situation head-on," says Community Services Director Greg Post. "It wasn't easy, but their outstanding efforts provided this community with a program that was not only essential, but one that offered families some much-needed relief."

Casey began serving as a full-time LEARNS Assistant at the Westbrook Community Center in July 2018. Previously, she worked for the City of Westbrook in Human Resources from 2016-2018, and as a Customer Service Representative II in the Finance Department from 2015-2016. A graduate of Foxcroft Academy, she worked as a CSR for the town of Dover-Foxcroft from 2010-2015. As part of the Westbrook LEARNS program, Casey is responsible for many front-line duties, and is tasked with providing outstanding customer service and communication, managing attendance records, tracking CCSP, and, among other things, assisting with all daily operations. She continues to regularly attend workshops and enhance her training and education in her career path.

Kathy began working full-time with the City's Community Services Department in January 2018. She previously worked for the Westbrook School Department and the 21st Century Community Learning Centers grant program. As a member of the Westbrook School Department, Kathy worked as a teacher at Saccarappa School for 21 years, and as the Assistant Special Education Director at Central Office for four years prior. Her career as an educator has also taken her to Nebraska and Tennessee. She currently serves in the role of Program Assistant and helps run the day-to-day operations of the Department's Westbrook LEARNS before- and after-school programs, as well as all vacation and summer camps.

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

Sincerely,

Mayor Michael T. Foley

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

Manager of the 2nd Quarter 2020

Recipient: Fire Chief Andrew Turcotte

Westbrook, ME – Mayor Michael T. Foley and City Administrator Jerre R. Bryant are pleased to announce that Chief Andrew Turcotte has been selected as the recipient of the City of Westbrook's Manager of the 2nd Quarter Award for 2020!

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

As the Public Health Officer for the City of Westbrook, Fire Chief Turcotte has led and participated in the citywide development of COVID-19 policies and responses. Chief Turcotte has worked directly with our City leaders to ensure the safety of our community and its employees. Throughout this pandemic, Chief Turcotte has been the primary point of contact for businesses in the City with public health questions or concerns.

In an effort to keep all employees educated on COVID-19 given the ever-changing status, Chief Turcotte has spent a lot of time and effort sending out numerous emails and leading several COVID-19 workgroups, allowing all City employees to stay updated and educated.

Chief Turcotte has worked as the primary liaison to the Maine Center for Disease Control and Prevention and the Maine Emergency Management Agency. He has also brought in over $500,000 in grant funds & donations through Federal, State and private sources, to combat the pandemic while reducing the financial impact to the City of Westbrook.

Chief Turcotte assisted the Police Department in getting all Westbrook Officers fitted for N95 masks to wear to any calls where they may be exposed. Additionally, Chief Turcotte worked with local businesses to receive donated N95 masks for both Police Officers and Fire Department members who have direct contact with the public.

Chief Turcotte worked with the Maine Department of Health & Human Services to implement the first low cost or no cost municipal COVID-19 testing site in the state. He emphasized the importance of eliminating the cost barrier for testing. Studies have shown those with a lower socioeconomic status tend to be more at risk for contracting the virus and often cannot travel out of the city to get testing. He wanted to bring the testing to them. In the first two days of operation, the crews were able to test close to 60 community members each day. This effort can help stop the spread in our community resulting in a safer community.

Despite the increased workload and the stress of keeping the community, its employees and the City of Westbrook safe and healthy, Chief Turcotte has been nothing but welcoming and attentive. He has

allowed anyone to ask questions and is more than willing to assist with anything that is asked of him. On numerous occasions other departments have come to him for advice on exposures. Chief Turcotte goes out of his way to find the correct answer and the appropriate next steps to ensure the safety of that employee and all coworkers. In addition, Chief Turcotte has worked directly with department heads to make the operational changes needed to keep employees safe. Also, despite the current pandemic, he was able to end the fiscal year significantly under budget once again helping with the financial impacts of the pandemic.

Chief Turcotte, we appreciate your dedication to the safety of the City, its employees, and citizens. It is an honor to be nominated by your peers and to be recognized for the great work you do.

Congratulations!

Sincerely,

Mayor *Michael T. Foley*

CITY OF WESTBROOK

Police Department
Employee of the Quarter
April – June 2020

Officer Nicholas Wrigley

You are hereby named the Westbrook Police Department's Employee of the Quarter for the second quarter of 2020.

You have been selected for this honor by a committee of your peers.

This award is presented to you in recognition of your performance as a Patrol Officer for the Westbrook Police Department.

On several occasions this past quarter you have gone "the extra mile" to either build a case or lend a hand to a citizen. In one case you dealt with driver operating a rental vehicle who gave a false name. Through diligent roadside research, you were able to identify the driver and establish that they were not authorized to drive the vehicle. In another case, during a traffic stop the motorist you encountered was lost and their cell phone had died. You assisted the motorist by safely escorting them to their destination.

During this quarter you initiated what is believed to be the first underage human trafficking operation in Cumberland County. Through your work on this operation, you were able to positively identify three males who were actively seeking out underage girls for prostitution and arrested of one of them.

In one week, you went to two separate calls where a citizen was not breathing, immediately administering CPR to both in an attempt to save their lives.

During the first week of June, you deployed with the Field Force Operations Team to assist the Portland Police Department with crowd control during potentially violent protests. Also, in June, you were personally selected and attended a highly regarded leadership course through your position with the Army Reserves.

For all of this and more, we are proud of you Nick. We thank you for the inspiration you have given us. And we present you with this plaque as a memento of our appreciation.

Dated: September 14, 2020

Chief Janine L. Roberts

MAYORAL PROCLAMATION
NOW IS THE TIME TO SHOP SMALL
Fall 2020

WHEREAS, the City of Westbrook, Maine celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7% of all firms with paid employees in the United States, are responsible for 64.9% of net new jobs created from 2000 to 2018; **and**

WHEREAS, small businesses employ 47.3%of the employees in the private sector in the United States; **and**

WHEREAS, 62% of U.S. small businesses reported that they need to see consumer spending return to pre-COVID levels by the end of 2020 in order to stay in business; **and**

WHEREAS, 65% of U.S. small business owners said it would be most helpful to their business to have their "regulars" return and start making purchases again; **and**

WHEREAS, three-quarters of U.S. consumers are currently looking for ways to Shop Small® and support their community; **and**

WHEREAS, Westbrook, Maine supports our local businesses that create jobs, boost our local economy, and preserve our communities **and**

NOW, THEREFORE, Michael T. Foley, Mayor of Westbrook do hereby proclaim:

NOW IS THE TIME TO SHOP SMALL

And urge the residents of our community, and communities across the country, to support small businesses and merchants now and throughout the year.

Michael T. Foley, Mayor
City of Westbrook, Maine

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: August 31, 2020

Order: 2020-107

AUTHORIZING AWARD OF BID FOR COMPUTER HARDWARE

That the Westbrook City Council hereby authorizes an award of bid to GovConnection, Inc. d/b/a Connection Public Sector Solutions of Merrimack, NH in the total amount of $14,851.41 for three computer servers.

Funds available in budget line 10001530-57340

First Reading: August 31, 2020 Second and Final Reading: September 14, 2020

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Request award of Bid and Purchase of Computer Servers

REQUESTED BY: Greg Hamilton

DATE: 08/25/2020

SUMMARY:

The City of Westbrook issued a request for proposal (RFP) for three (3) computer servers to replace three systems reaching end of life. Connection Public Sector Solutions of Merrimack, NH were the low bidder at $16,651.86 for three servers. The engineer from TPX, the City's tech support vendor, who will be doing the installation was able to work with the low bidder to further reduce the cost of each server for a final cost to the City of $14,851.41 for three servers. The funds were budgeted in the IT new hardware line for this fiscal year's budget. Please see the attached quote for details.

BUDGET LINES AFFECTED (IF APPLICABLE):

10001530 57340 OK SM

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Eric Sedlisky
Phone: (800) 800-0019 ext. 34233
Fax: (603) 683-0968
Email: eric.sedlisky@connection.com

Account Manager:
Phone:
Fax:
Email:

 # 25060899.03
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 8/24/2020
Valid Through: 9/23/2020
Account #: 1903833

Customer Contact: Greg Hamilton
Email: ghamilton@westbrook.me.us
Phone: (207) 854-0644 x2407
Fax:

QUOTE PROVIDED TO:	SHIP TO:
	AB#: 9816399
City of Westbrook	**CITY OF WESTBROOK**
Greg Hamilton	GREG HAMILTON
Accounts Payable	PUBLIC SAFETY BUILDING
790 Main St	2 YORK STREET
Westbrook, ME 04092	WESTBROOK, ME 04092
(207) 854-0644 x2407	(207) 854-9105 x229

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	3		3000065840107.1	PowerEdge R6525 Dell	Dell	$ 4,950.47	$ 14,851.41

Subtotal	**$ 14,851.41**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 14,851.41**

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

Product Notes for Quote# 25060899.03

Item #	Description	Notes
	PowerEdge R6525	2.5 Chassis 379-BDTF - 1 - SAS/SATA Backplane 379-BDSS - 1 - PowerEdge R6525 Server 210-ATCF - 1 - No Trusted Platform Module 461-AADZ - 1 - Chassis with up to 8 x 2.5" Hot Plug Hard Drives (2CPU & XGMI) 321-BEUI - 1 - AMD EPYC 7272 2.90GHz, 12C/24T, 64M Cache (120W) DDR4-3200 338-BVXF - 1 - AMD EPYC 7272 2.90GHz, 12C/24T, 64M Cache (120W) DDR4-3200 338-BVXE - 1 - Heatsink for CPU less than 180W 412-AASF - 1 - Heatsink for CPU less than 180W 412-AASF - 1 - Air Shroud for Heatsink support CPU less than 180W 412-AASI - 1 - Performance Optimized 370-AAIP - 1 - 3200MT/s RDIMMs 370-AEVR - 1 - Unconfigured RAID 780-BCDS - 1 - PERC H745 Controller, Front 405-AAUZ - 1 - Front PERC Mechanical Parts, for up to 4 or 8 HDD Chassis 750-ACFR - 1 - Performance BIOS Settings 384-BBBL - 1 - UEFI BIOS Boot Mode with GPT Partition 800-BBDM - 1 - Standard Fan for CPU less than 180W (2 CPU) 384-BCGJ - 1 - Dual, Hot-plug, Redundant Power Supply (1+1), 800W 450-AIQX - 1 - Riser Config 2, 1 x 16 LP PCIe slot (CPU1), 2 x 16 LP PCIe slot (CPU2) 330-BBNR - 1 - PowerEdge R6525 Motherboard, with 2 x 1Gb Onboard LOM (BCM5720) 384-BCGI - 1 - BOSS Blank 403-BCID - 1 - iDRAC9,Enterprise x5 385-BBOT - 1 - OpenManage Enterprise Advanced 528-BIYY - 1 - Intel i350 Quad Port 1GbE BASE-T, OCP NIC 3.0 540-BCOE - 1 - Standard Bezel 325-BCHH - 1 - Dell EMC Luggage Tag (x8 or x10 chassis) 350-BBXP - 1 - No Quick Sync 350-BBXM - 1 - iDRAC,Factory Generated Password 379-BCSF - 1 - No Operating System 611-BBBF - 1 - ReadyRails Sliding Rails 770-BDMS - 1 -
	PowerEdge R6525 Notes Continued...	No Systems Documentation, No OpenManage DVD Kit 631-AACK - 1 - SHIP,R6525,DAO 340-CNJI - 1 - PowerEdge R6525 Shipping Material for x8 Chassis 340-COXP - 1 - PowerEdge R6525 CE, CCC, Marking 389-DTIO - 1 - Dell/EMC label (BIS) 389-DTJP - 1 - US Order 332-1286 - 1 - Basic Next Business Day 36 Months 709-BBFM - 1 - Basic Next Business Day Extension, 1 Month(s) 865-BBNP - 1 - On-Site Installation Declined 900-9997 - 1 - 32GB RDIMM, 3200MT/s, Dual Rank 370-AEVN - 4 - 240GB SSD SATA Mixed Use 6Gbps 512e 2.5in Hot Plug S4610 Drive 400-BDSS - 2 - Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV - 2 - Intel Ethernet i350 Quad Port 1GbE BASE-T Adapter, PCIe Low Profile 540-BBCZ - 1

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-104

APPROVING REFERENDUM FOR CHARTER AMENDMENT REGARDING APPROPRIATION & EXPENDITURE THRESHOLD

That the Westbrook City Council hereby authorizes the following referendum question for the election held on November 3, 2020, as further described in the attached exhibit:

Shall the City of Westbrook approve the Charter amendment summarized below?
Summary of amendment: To amend Section 3.1 to increase the appropriation and expenditure threshold requiring City Council approval from $3,000.00 to $5,000.00.

First and Final Reading: September 14, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Approving Referendum for Charter Amendment Regarding Appropriation & Expenditure Threshold

REQUESTED BY: Administration

DATE: 08/26/2020

SUMMARY:

This is a request to add a referendum question to the municipal ballot during the election held on November 3, 2020.

This would amend the Charter to increase the appropriation and expenditure threshold requiring City Council approval from $3,000 to $5,000.

This item is slated for review during the Committee of the Whole meeting scheduled for 6pm on Monday August 31st, and is included in the Council meeting agenda pending Committee referral.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

Westbrook, Maine
MAYOR'S OFFICE

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

TO: **Honorable City Council Members**
FROM: **Mayor Michael T. Foley**
DATE: **July 31, 2020**
RE: **Charter Amendments**

This is a request to submit two questions to voter referendum at the November 3, 2020 election. The first question would increase the threshold for appropriations and expenditures requiring Council approval, and the second questions would make the ballot accessible by petition only.

Question 1 – Appropriation/Expenditure Threshold

Section 3.1 of the Westbrook City Charter outlines the legislative authority of the City Council, and within this section lies the requirement that all appropriations or expenditures which exceed $3,000 must receive two readings before the City Council for approval. The expenditure threshold was last amended 22 years ago, when voters approved a Charter change to increase the threshold from $1,000 to $3,000. While this limit was sufficient in 1998 to accommodate daily municipal operations while maintaining City Council oversight, it now hampers the effective operation of critical municipal functions.

As a work-around, City Council authorizes an Annual Vendor List for several different funds, pre-authorizing appropriations/expenditures over $3,000 to certain vendors to streamline day-to-day operations. Without these Annual Vendor Lists, the City Council agenda would be substantially lengthened to accommodate these necessary expenditures. Any items not pre-authorized on the Annual Vendor Lists and items exceeding $3,000 which are not part of day-to-day operations continue to be presented to Council for two readings before payment can be made. Similarly, City Council adopted an Unappropriated Funds policy which allows departments to accept and expend unappropriated funds (such as grants, donations and forfeiture funds) of less than $3,000 without requiring Council approval, provided that a quarterly report is submitted for acceptance.

After reviewing these policies and consulting with department heads about methods to streamline operations, I am proposing an amendment to the City Charter to increase the expenditure threshold from $3,000 to $10,000. Appendix A outlines the proposed language amendment and the proposed ballot question. The language amendment also incorporates grammatical changes for clarity.

If approved by Council and approved by voters at referendum, other sections of the Code of Ordinances which reference the $3,000 limit would need to be amended, as well as several financial policies. These additional amendments would be brought forward to Council upon approval of the Charter change at referendum.

Question 2 – Ballot Access

The City of Westbrook currently allows municipal candidates access to the ballot through two methods:

- Nomination by Caucus. A political party caucus may nominate a candidate to appear on a municipal ballot.
- Nomination by Petition. A person may take out nomination papers (i.e. petition) and collect a certain number of signatures from qualified voters to appear as a candidate on a municipal ballot.

The nomination petition process was added to the City Charter in 2012 by referendum vote, based upon the recommendation from the Charter Commission. The Commission stated the importance of offering citizens access to the ballot without requiring participation in the caucus process, which is unavailable to those who do not wish to be affiliated with a political party (approximately one-third of Westbrook voters). In addition, the Charter was also amended to remove political party designations from municipal ballots, based upon the recommendations of the Charter Commission and legal counsel.

While the removal of political party designations from municipal ballots has been a positive non-partisan change for Westbrook, allowing voters to choose their preferred candidates for reasons known to them as opposed to only by political party affiliation shown on the ballot, the caucus nomination system no longer effectively serves the citizens of Westbrook. We believe that the caucus nomination process is the last remnant of partisan politics in our Charter and wish to follow the trend of other municipalities throughout Maine by making the election process as non-partisan as possible. Eliminating the caucus nomination option would require all candidates to access the ballot by obtaining signatures of support from Westbrook voters via petition.

Upon surveying all Maine municipalities with populations exceeding 15,000, we found that Westbrook was the only municipality that offered direct access to the ballot by party caucus nomination. Recent Democratic and Republican caucus attendance rates demonstrate the flagging popularity of caucus participation, which often means that access to the ballot is determined by a limited number of caucus attendees, rather than through garnering general community support. To eliminate a partisan method of gaining access to the ballot and to improve neutrality in local elections, we propose a Charter amendment which would require all candidates to follow the nomination petition process, in line with all other Maine municipalities of comparable size. Appendix B outlines the proposed language amendment and the proposed ballot question.

Process

Per legal counsel, these amendments do not require the formation of a Charter Commission as they do not change the fundamental nature of the existing governmental structure and each question is limited to a single subject.

A Committee of the Whole meeting would be scheduled to review these items. If supported by the Committee of the Whole, the committee would move to refer these items to City Council for consideration. If adopted by City Council, the question would be included on the November 3, 2020 ballot. Per 30-A M.R.S.A. § 2105(4), the total number of votes cast on either side of a Charter change referendum question needs to be at least 30% of the total votes cast in the City at the last gubernatorial election (2,584 total votes cast required), with a majority vote required to approve the question. With the second question in particular, the November 3, 2020 election is ideal for a Charter change referendum question, as we are projected to have a higher voter turnout and there are no municipal seats on the ballot at that election.

If approved by voters, the amended language would go into effect immediately.

APPENDIX A
APPROPRIATION & EXPENDITURE THRESHOLD

Proposed Amendment

Sec. 3.1. Legislative Authority of the City Council
The legislative powers of the City shall be vested in the City Council which shall consist of seven members, one member elected by the legal voters from each of the five wards of the City plus two at large members elected by the legal voters of the entire City. The seven City Councilors shall constitute the Municipal Officers of the City of Westbrook.

The City Council shall have power to make and establish ordinances and bylaws for the management of its fiscal, prudential and municipal affairs, as herein and by general law provided, without the sanction of any court or justice thereof; provided, however, that all bylaws, ordinances and regulations now in force in the City of Westbrook shall, until they expire by limitation, or be revised or repealed by the City Council, remain in force.

The City Council shall, so far as not inconsistent with this Charter, have and exercise all the legislative powers of municipalities, and have all the powers and be subject to all the liabilities of Municipal Officers, under the general laws of this state, including the powers given to the inhabitants of municipalities and to the Municipal Officers relating to borrowing of any kind.

The City Council shall not authorize the erection of a school building, or of any addition thereto, nor pass any appropriation for such purpose until plans for same have been approved by vote of the School Committee, and such approval has been certified in writing to the City Council by the Chair of said Committee.~~, all~~

The following ordinances, ~~and any~~ orders ~~or~~ and resolutions ~~which involve:~~ shall require the affirmative votes of a majority of all the members of the City Council for their final passage, which shall be by a roll call vote:

(1) The appropriation or expenditure of money which exceeds ~~three~~ five thousand dollars ~~($3,000.00~~ ($5,000.00),
(2) The laying of an assessment,
(3) The borrowing of money, or
(4) The granting to any person or corporation any right in, over, or under any street or other public ground of the City~~,~~. ~~shall require the affirmative votes of a majority of all the members of the City Council for its final passage, which shall be by a roll call vote.~~

Every such ordinance, order or resolution shall be read twice, with an interval of at least seventy- two (72) hours between the first and second readings, before it is in order for final passage; but if such a matter is amended after its first reading, it shall be tabled for a period of at least seventy- two (72) hours before it may be voted upon for final passage.

All other ordinances, orders or resolutions shall require a single reading and require the affirmative votes of a majority of all of the members for passage.

No sum appropriated for a specific purpose shall be expended for any other purpose, and no expenditure shall be made nor liability incurred by or in behalf of the city, until an appropriation has been duly voted by the City Council sufficient to meet such expenditure or liability, together with all the prior unpaid liabilities which are payable out of such appropriation; provided, however, that after the expiration of the financial year, and until the passage of the regular annual appropriations liabilities payable out of a regular appropriation to be contained therein may be incurred to an amount not exceeding one-third (1/3) of the total of such appropriation for the preceding year.

The City Council shall establish by ordinance the regular salaries or remuneration of the Mayor and members of the City Council, but any ordinance changing such salary or remuneration shall not take effect until the municipal year succeeding the term for which the Mayor and Council were elected.

Proposed Referendum Question

Question 1. Shall the City of Westbrook approve the Charter amendment summarized below?

Summary of amendment: To amend Section 3.1 to increase the appropriation and expenditure threshold requiring City Council approval from $3,000.00 to $5,000.00.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-105

APPROVING REFERENDUM FOR CHARTER AMENDMENT REGARDING MUNICIPAL CANDIDATE NOMINATIONS

That the Westbrook City Council hereby authorizes the following referendum question for the election held on November 3, 2020, as further described in the attached exhibit:

Shall the City of Westbrook approve the Charter amendment summarized below?
Summary of amendment: To eliminate Section 7.2 of the Charter, which allows a political party caucus to nominate a candidate for municipal office, thus requiring all municipal candidates to file nomination petitions with the City Clerk after obtaining signatures of support from qualified voters and to add to Section 7.3 the existing prohibition on the inclusion of political party designation on the ballot for any municipal office.

First and Final Reading: September 14, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Approving Referendum for Charter Amendment Regarding Municipal Candidate Nominations

REQUESTED BY: Administration

DATE: 08/26/2020

SUMMARY:

This is a request to add a referendum question to the municipal ballot during the election held on November 3, 2020.

This would amend the Charter by eliminating the provision which allows a political party caucus to place a candidate on the ballot, thus requiring all municipal candidates to instead file nomination papers (i.e. obtain signatures of support from qualified voters).

This item is slated for review during the Committee of the Whole meeting scheduled for 6pm on Monday August 31st, and is included in the Council meeting agenda pending Committee referral.

BUDGET LINES AFFECTED (IF APPLICABLE):

N/A

Westbrook, Maine
MAYOR'S OFFICE

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

TO: **Honorable City Council Members**
FROM: **Mayor Michael T. Foley**
DATE: **July 31, 2020**
RE: **Charter Amendments**

This is a request to submit two questions to voter referendum at the November 3, 2020 election. The first question would increase the threshold for appropriations and expenditures requiring Council approval, and the second questions would make the ballot accessible by petition only.

Question 1 – Appropriation/Expenditure Threshold

Section 3.1 of the Westbrook City Charter outlines the legislative authority of the City Council, and within this section lies the requirement that all appropriations or expenditures which exceed $3,000 must receive two readings before the City Council for approval. The expenditure threshold was last amended 22 years ago, when voters approved a Charter change to increase the threshold from $1,000 to $3,000. While this limit was sufficient in 1998 to accommodate daily municipal operations while maintaining City Council oversight, it now hampers the effective operation of critical municipal functions.

As a work-around, City Council authorizes an Annual Vendor List for several different funds, pre-authorizing appropriations/expenditures over $3,000 to certain vendors to streamline day-to-day operations. Without these Annual Vendor Lists, the City Council agenda would be substantially lengthened to accommodate these necessary expenditures. Any items not pre-authorized on the Annual Vendor Lists and items exceeding $3,000 which are not part of day-to-day operations continue to be presented to Council for two readings before payment can be made. Similarly, City Council adopted an Unappropriated Funds policy which allows departments to accept and expend unappropriated funds (such as grants, donations and forfeiture funds) of less than $3,000 without requiring Council approval, provided that a quarterly report is submitted for acceptance.

After reviewing these policies and consulting with department heads about methods to streamline operations, I am proposing an amendment to the City Charter to increase the expenditure threshold from $3,000 to $10,000. Appendix A outlines the proposed language amendment and the proposed ballot question. The language amendment also incorporates grammatical changes for clarity.

If approved by Council and approved by voters at referendum, other sections of the Code of Ordinances which reference the $3,000 limit would need to be amended, as well as several financial policies. These additional amendments would be brought forward to Council upon approval of the Charter change at referendum.

Question 2 – Ballot Access

The City of Westbrook currently allows municipal candidates access to the ballot through two methods:

- Nomination by Caucus. A political party caucus may nominate a candidate to appear on a municipal ballot.
- Nomination by Petition. A person may take out nomination papers (i.e. petition) and collect a certain number of signatures from qualified voters to appear as a candidate on a municipal ballot.

The nomination petition process was added to the City Charter in 2012 by referendum vote, based upon the recommendation from the Charter Commission. The Commission stated the importance of offering citizens access to the ballot without requiring participation in the caucus process, which is unavailable to those who do not wish to be affiliated with a political party (approximately one-third of Westbrook voters). In addition, the Charter was also amended to remove political party designations from municipal ballots, based upon the recommendations of the Charter Commission and legal counsel.

While the removal of political party designations from municipal ballots has been a positive non-partisan change for Westbrook, allowing voters to choose their preferred candidates for reasons known to them as opposed to only by political party affiliation shown on the ballot, the caucus nomination system no longer effectively serves the citizens of Westbrook. We believe that the caucus nomination process is the last remnant of partisan politics in our Charter and wish to follow the trend of other municipalities throughout Maine by making the election process as non-partisan as possible. Eliminating the caucus nomination option would require all candidates to access the ballot by obtaining signatures of support from Westbrook voters via petition.

Upon surveying all Maine municipalities with populations exceeding 15,000, we found that Westbrook was the only municipality that offered direct access to the ballot by party caucus nomination. Recent Democratic and Republican caucus attendance rates demonstrate the flagging popularity of caucus participation, which often means that access to the ballot is determined by a limited number of caucus attendees, rather than through garnering general community support. To eliminate a partisan method of gaining access to the ballot and to improve neutrality in local elections, we propose a Charter amendment which would require all candidates to follow the nomination petition process, in line with all other Maine municipalities of comparable size. Appendix B outlines the proposed language amendment and the proposed ballot question.

Process

Per legal counsel, these amendments do not require the formation of a Charter Commission as they do not change the fundamental nature of the existing governmental structure and each question is limited to a single subject.

A Committee of the Whole meeting would be scheduled to review these items. If supported by the Committee of the Whole, the committee would move to refer these items to City Council for consideration. If adopted by City Council, the question would be included on the November 3, 2020 ballot. Per 30-A M.R.S.A. § 2105(4), the total number of votes cast on either side of a Charter change referendum question needs to be at least 30% of the total votes cast in the City at the last gubernatorial election (2,584 total votes cast required), with a majority vote required to approve the question. With the second question in particular, the November 3, 2020 election is ideal for a Charter change referendum question, as we are projected to have a higher voter turnout and there are no municipal seats on the ballot at that election.

If approved by voters, the amended language would go into effect immediately.

APPENDIX B
ACCESS TO BALLOT VIA PETITION

Proposed Amendment

Sec. 7.2. ~~Nomination by Caucus.~~ Reserved.

~~Nomination of candidates for office shall be determined at the caucus of each political party or by petition. Nomination of candidates for City Council members and School Committee members to represent the respective Wards shall be made in the ward caucus of each political party in each Ward. Nomination of candidates for Mayor and at-large City Council members and School Committee members, Ward Clerks and Wardens shall be made by the caucus as a whole. Caucuses for the purpose of nominating candidates shall be held not less than sixty (60) days prior to the day on which a municipal election is to be held. Notice of a caucus for the purpose of nominating candidates for City office shall be published in a newspaper having general circulation in the City at least three (3) and not more than seven (7) days before it is held. The procedure for calling, giving notice and voting at caucuses shall follow the provisions for municipal caucuses in Title 21-A M.R.S.A. Section 311 et seq. as may be amended. No political party designation shall be included on the ballot for any municipal office.~~

Sec. 7.3. Nomination by Petition.
Access to the ballot ~~may~~ shall be determined by the filing of a petition with the City Clerk. No political party designation shall be included on the ballot for any municipal office. Title 21-A Section 351 et seq. as may be amended is incorporated by reference and made a part hereof except as amended below:

Number of Signatures:

Office of Mayor and At-Large Offices. Petitions must be signed by a number of registered voters of the City equal to at least fifteen (15), but not more than twenty-five (25) from each of the five wards of the City.

Ward Offices. Petitions must be signed by a number of registered voters of the City equal to at least twenty-five (25), but not more than fifty (50) from the ward for which the candidate is seeking office.

When Signed. The petition may not be signed more than one hundred twenty (120) days prior to the election in which it is to be used.

Proposed Referendum Question

Question 2. Shall the City of Westbrook approve the Charter amendment summarized below?

Summary of amendment: To eliminate Section 7.2 of the Charter, which allows a political party caucus to nominate a candidate for municipal office, thus requiring all municipal candidates to file nomination petitions with the City Clerk after obtaining signatures of support from qualified voters and to add to Section 7.3 the existing prohibition on the inclusion of political party designation on the ballot for any municipal office.

Municipality	Method	Number
Auburn	Petition only	Mayor - min 100. Council & School Committee - min 25. Ward-specific positions must have signatures from that ward. At-large positions may have signatures from any ward.
Augusta	Petition only	Mayor & Chair of School Board - min 200 signatures. Council & School Board - min 100 signatures. Ward-specific positions require at least 50 signatures to be from voters of that ward.
Bangor	Petition only	Council & School Committee - min 100, max 150 signatures.
Biddeford	Petition only	Mayor - min 125. Councilor at-large - min 50. Councilor & School Committee, ward-specific - min 25. Warden/Ward Clerk - min 20.
Brunswick	Petition only	Min 100 signatures. For ward-specific positions, at least 25 sigs need to be from ward residents.
Cumberland	Petition only	Unknown
Falmouth	Petition only	Min 25, max 100 signatures
Gorham	Petition only	Min 35, max 50 signatures
Lewiston	Petition only	Mayor - min 100, max 200. Councilor & School Committee, ward-specific - min 50, max 100, all sigs must be from that ward. At-large Councilor & School Committee - min 50, max 100.
Portland	Petition only	At Large position - min 300, max 500. District position - min 75, max 150
Saco	Petition only	Mayor - min 200. Council, School Board, Warden, Ward Clerk - min 35, signatures must be from voters in that ward.
Sanford	Petition only	Mayor, Council & School Committee - min 50 signatures.
Scarborough	Petition only	Min 25, max 100 signatures
South Portland	Petition only	Min 100 signatures. All Councilors voted on at-large for ballot access purposes. Petition signers not required to live in the district of the councilor.
Waterville	Caucus & petition	Nominations may be made at caucus, but must be confirmed through petition. Mayor - min 15, max 25 from each ward. Council, BOE, Charter Commission - min 25, max 50 from the specific ward.
Windham	Petition only	Unknown

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-108

AUTHORIZING AMENDMENT TO ORDER 2020-52, PURCHASE OF MECHANICAL CPR DEVICE

That the Westbrook City Council hereby authorizes an amendment to Order 2020-52, entitled *Authorizing Acceptance & Expenditure of COVID-19 Assistance Grant Funds*, adopted on June 1, 2020, as outlined below:

Funds in the amount of ~~$5,000~~ $12,816 to be deducted from budget line ~~21002210-57301-02121~~ 22002210-57390-COVID.

Remaining funds to be deducted from budget line ~~22002210-57390-COVID~~ 21002210-57301-02121.

First Reading and Final Reading: September 14, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Acceptance & Expenditure of $5,000 Donation from TC Energy - AMENDED

REQUESTED BY: Chief Andrew Turcotte

DATE: 08/13/2020

SUMMARY:

Council Order 2020-52 authorized the acceptance and expenditure of two grants intented for the purchase of personal protective equipment and other essential items to combat the COVID-19 pandemic. This first grant was from Trans Canada (TC) Energy in the amount of $5,000 and the second grant was from the Bureau of Justice Assistance in the amount of $47,070. The order also authorized the purchase of a LUCAS mechanical CPR device from Stryker Medical at a cost of $15,459.70.

The FD administration, back in May 2020 when this council order was adopted did not have a final budget accepted from the BJA. At that time, the request was to expend all TC Energy funds for the purchase of the LUCAS device and the balance to come out of the BJA grant. However, the BJA has authorized $12,816 for the purchase of that equipment, therefore the entire $5,000 from TC Energy will not be needed.

The FD administration is requesting an amendment of council order 2020-52 so that funds in the amount of $12,816 can be expended from 22002210-57390 COVID - BJA Grant. Remaining funds to be expended from 21002210-57301-02121 - Fire Reserves.

OK
TA
8/18/20

BUDGET LINES AFFECTED (IF APPLICABLE):

~~Funds to be expended from 21002210-57301-02121 COVID-BJA Grant~~
~~Funds to be expended from 22002210-57390 COVID - BJA Grant~~

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: May 18, 2020

Order: 2020-52

AUTHORIZING ACCEPTANCE & EXPENDITURE OF COVID-19 ASSISTANCE GRANT FUNDS

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

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

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

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

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

First Reading: May 18, 2020

Second and Final Reading: June 1, 2020

Attest:

City Clerk

Mayor

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-109

AUTHORIZING AWARD OF BID FOR SURVEY, DESIGN & ENGINEERING SERVICES FOR REVITALIZATION OF CORNELIA WARREN OUTDOOR RECREATION AREA

That the Westbrook City Council hereby authorizes an award of bid to CES, Inc. of Bangor, ME for survey, design and engineering services related to the revitalization of the Cornelia Warren Outdoor Recreation Area at a total cost of $120,000.

Funds available in budget line 22001000-58900-G2002.

First Reading: September 14, 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: Award of Bid for Survey/Design/Engineering Services to CES Inc. as part of the Revitalization of C.Warren Outdoor Recreation Area project

REQUESTED BY: Robyn Saunders, Project Manager

DATE: 09/02/2020

SUMMARY:

On 7/20/2020, an RFP was issued requesting survey, design + engineering services for the Revitalization of Cornelia Warren Outdoor Recreation Area. Almost 30 bidders attended a mandatory site walk on 8/5/2020. Five bids from qualified teams of bidders were submitted on 8/25/2020.

Of the 5 bids received, the selection team considers the bid from CES, Inc. of Bangor, ME (partnering with Regina Leonard, PLA of Topsham, ME) for $120,000 to be the highest value proposal for the City. We respectfully request that the Council accept the bid from CES and authorize expenditure for this project, including execution of a contract between the City + CES.

Funding for this project is available from a number of sources, including CIP, grants, donations, etc. as specified on the attached project budget table.

BUDGET LINES AFFECTED (IF APPLICABLE):

22001000-58900-G2002

G2002

49101 - Transfer from other funds
59400 - Transfer to Capital Projects

Cornelia Warren Outdoor Recreation Area

C1912 - Back Stop Fensing	(14,000.00)	Transfer out 40005000-59400-C1912	JE Done
C1913 - Pool Gutters	(30,000.00)	Transfer out 40005000-59400-C1913	JE Done
C1914 - Warren Field	(11,500.00)	Transfer out 40005000-59400-C1914	JE Done
C1905 - Renovate Bath House	(50,000.00)	Transfer out 40005000-59400-C1905	JE Done
Recon and Con	(15,000.00)	Per Becca - Rec & Con will reallocate $ at 9/17/20 meeting	
WEIC	(35,000.00)	Per Dan - Doesn't believe WEIC voted on it and funds would be resticted	
Community Development Block Grant	(50,000.00)		
Cornelia Warren Comm Grant	(100,000.00)		
Land & Water Conservation Grant	(300,000.00)		
Total Revenue	**(605,500.00)**		

Planning Salaries	5,962.50	FY20
Planning Salaries	4,968.75	FY21 8/31/20
Total Expenses	**10,931.25**	

Angela Holmes
City Clerk & Registrar of Voters
2 York Street
Westbrook, Maine 04092
Phone: 207-591-8131
Fax: 207-854-0635

BID OPENING MINUTES
Revitalization of Cornelia Warren Recreational Area
Westbrook City Hall, 2 York Street
Tuesday August 25, 2020

Call to Order. Called to order at 3:00pm by City Clerk Angela Holmes.

Attendance: Jennie Franceschi (Director of Planning & Code Enforcement); Angela Holmes (City Clerk), Robyn Saunders (Project Manager).

Advertisement. Ms. Holmes noted for the record that notice of this bid opening was published in the Portland Press Herald on July 22, 2020 and was posted to the City's website. Such notice stated that all bids must be received at the City Clerk's Office by 3:00pm on Tuesday August 25, 2020.

Bid Opening. Included below is an outline of five (5) bids received by the submission deadline. Bid tabulation is attached.

Company Name: CHA
Date/Time Received: August 25, 2020 at 9:45am
Lump Sum Cost: $136,875

Company Name: Wright Pierce
Date/Time Received: August 25, 2020 at 11:30am
Lump Sum Cost: $137,200

Company Name: CES, Inc.
Date/Time Received: August 25, 2020 at 2:03pm
Lump Sum Cost: $120,000

Company Name: Sevee + Maher Engineers, Inc.
Date/Time Received: August 25, 2020 at 2:40pm
Lump Sum Cost: $124,500

Company Name: Carroll Associates
Date/Time Received: August 25, 2020 at 2:48pm
Lump Sum Cost: $118,300

Bid Referral. All original bids were forwarded to Ms. Saunders to distribute to a review team for consideration.

Adjournment. Adjourned at 3:15pm.

City of Westbrook, Maine

Survey/Design/Engineering RFP

Cornelia Warren Recreation Area

BID OPENING | 3pm Tuesday, August 25, 2020

WHEN: Tuesday, August 25, 2020 at 3pm

WHERE: City Hall | Large Conference Room

WHAT: Bid Opening Summary (RFP issued 7/20/2020)

	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
1	Aceto Landscape Architects	Nick Aceto	Phone: 207-221-3390 Email: NA@Acetola.com	No	Yes	Must partner with firm/team that requested contract documents			$	See Acorn
2	Acorn Engineering	Will Savage (Peter Heil)	Phone: 207-775-2655 Email: wsavage@acorn-engineering.com	Yes	Yes				$	Follow up email sent to thank City for bid opportunity – would've partnered with Aceto LA
3	Atlantic Resource Consulting	Andy Johnston	Phone: 207-449-6616 Email: AndyJ@arc-maine.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	
4	CES Inc.	Jon Whitten	Phone: 207-329-5190 Email: jwhitten@cesincusa.com	Yes	Yes		2:03 pm 8/25/2020	Prime with Reginal Leonard	$120,000	
5	CHA	John Hickok	Phone: 518-369-8990 Email: jhickok@chacompanies.com	Yes	Yes		9:45 am 8/25/2020	Prime with Sebago Technics	$136,875	
6	C.M. Cimino	Anthony Cimino	Phone: Email:	Yes	No	Must partner with firm/team that attended site walk			$	No response
7	Carroll Associates	Matt Phillips (Pat Carroll)	Phone: 207-772-1552 Email: mphillips@carroll-associates.com	Yes	Yes		2:48 pm 8/25/2020	Prime with PBLA, Stephen Blatt Architects, and Atlantic Resources	$118,300	
8	Construction Summary	Bob Morin	Phone: Email: bmorin@constructionsummary.com	Yes	No	Must partner with firm/team that attended site walk			$	No response
9	Gale Associates	~~Janet Nolan~~ John Perry	Phone: 781-335-6465 Email: jmp@gainc.com	Yes	Yes				$	No response

City of Westbrook, Maine

	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
10	Gardner-Gerrish LLC	Tim Gardner	Phone: Email: Tim@gardner-gerrish.com	Yes	No	Must partner with firm/team that attended site walk		See Wright-Pierce bid	$	
11	Gawron Turgeon	Sashie Misner	Phone: 207-406-0734 Email: smisner@gawronturgeon.com	No	Yes	Not submitting w/Sitelines as partner (email from Sitelines on 8/14/2020)			$	
12	Gorrill Palmer	Kaleb Bourassa Will Haskell	Phone: 207-772-2515 Email: kbourassa@gorrillpalmer.com	Yes	Yes	Not submitting (letter sent 8/13/2020)			$	
13	Harriman Associates	Becky Fortier Charles Young	Phone: 207-775-0053 Email: cyoung@harriman.com	Yes	Yes				$	No response
14	Ironwood Associates	Jeffrey Hyland	Phone: Email: jhyland@fewood.com	Yes	No	Must partner with firm/team that attended site walk			$	No response
15	Milone + Macbroom	John Adams	Phone: 207-233-7287 Email: jadams@mminc.com	Yes	Yes				$	No response
16	Regina S. Leonard, PLA	Regina Leonard	Phone: 207-450-9700 Email: rleonard@rslla.com	No	Yes	Must partner with firm/team that requested contract documents		See CES bid	$	
17	Peter Burke Landscape Architect	Peter Burke	Phone: 207-632-7372 Email: peter@peterburkedesign.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	
18	St. Germain Associates	Patrick Gere Patrick Coughlin	Phone: 207-200-0568 Email: patrickg@stgermain.com	Yes	Yes				$	No response
19	Sebago Technics	Kylie Mason Henry Hess Dan Danvers	Phone: Email: HHess@sebagotechnics.com	Yes	Yes			See CHA bid	$	
20	Sevee + Maher Engineers Inc.	Lydia Howes Jeff R.	Phone: 207-829-5016 Email: JTR@smemaine.com	Yes	Yes		2:40 pm 8/25/2020	Prime with tjd+a, CWS, and ALLIED	$124,500	
21	Simons Architects	Matthew Maiello	Phone: 207-772-4656 Email: matt@simonsarchitects.com	No	Yes	Must partner with firm/team that requested contract documents			$	No response
22	Sitelines Associates	Curt Neufeld Joe Marden	Phone: 207-725-1200 Ext. 12 Email: jmarden@sitelinespa.com	Yes	Yes	Not submitting w/GawronTurgeon as partner (email from Sitelines on 8/14/2020)			$	
23	Stephen Blatt Architects	Steve Hoffman	Phone: 917-710-7047 Email: shoffman@sbarchitects.com	No	Yes	Must partner with firm/team that requested contract documents		See Carroll Associates bid	$	

City of Westbrook, Maine

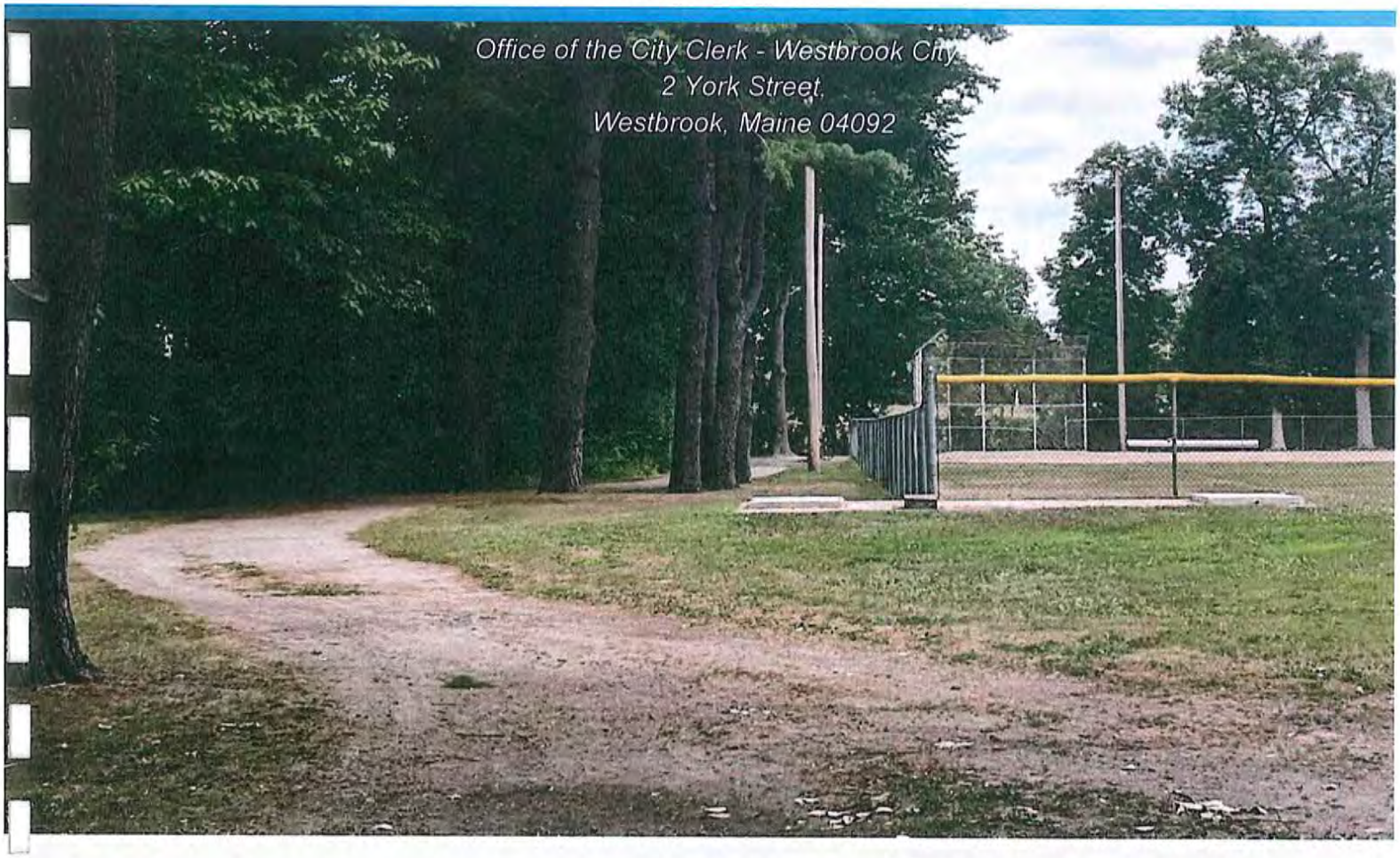
	ORGANIZATION	REPRESENTATIVE	CONTACT INFO	REQUEST CONTRACT	SITE WALK	COMMENTS TO DATE (as of 8/17/2020)	DATE/TIME SUBMITTED RFP	PRIME OR PARTNER?	LUMP SUM COST	CAVEAT(S)
24	Terrance J. Dewan + Associates	David Truesdell Katy Bouchard	Phone: 207-846-0757 Email: Truesdell@tjda.com	No	Yes	Must partner with firm/team that requested contract documents		See Sevee + Maher bid	$	
25	Wood	Andrew Flynn	Phone: 207-216-1300 Email: Andrew.flynn@woodplc.com	Yes	Yes				$	No response
26	Wright Pierce	Stephanie Hubbard Earl Shields	Phone: 207-798-3770 Email: stephanie.hubbard@wright-pierce.com	Yes	Yes		11:30 am 8/25/2020	Prime with Gardner - Gerrish	$ 137,200	
27			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
28			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
29			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
30			Phone: Email:	No	No	Any additional bidders must partner with firm/team that requested documents + attended site walk			$	
31			Phone: Email:						$	
32			Phone: Email:							
33			Phone: Email:							
34			Phone: Email:							
35			Phone: Email:							

Westbrook, Maine

Survey/Design/Engineering Services Proposal

Cornelia Warren Recreation Area Revitalization Project

August 25, 2020



RS LEONARD
Landscape Architecture

Project Manager Contact:
Regina S. Leonard, PLA, ASLA
rleonard@rslla.com
29 Bridge Street
Topsham, ME 04086
207-450-9700

CES INC
Engineers • Environmental Scientists • Surveyors

PREPARED BY: CES, Inc.
CES Contact: Jon Whitten, Jr. PE
jwhitten@cesincusa.com
One Merchants Plaza, Suite 701
Bangor, ME 04401
P. 207-989-4824 | F. 207-989-4881

SENSIBLE SOLUTIONS

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ATTACHMENT A: RESUMES
ATTACHMENT B: EXHIBIT D BID TABLE
ATTACHMENT C: TERMS AND CONDITIONS

SECTION 1 | QUALIFICATIONS

COMPANY PROFILES

CES, Inc.

CES, Inc. was founded in 1978 as a civil engineering firm and has grown into a multi- disciplined consulting company that offers a wide range of services from project conception to final construction. Over 115 highly qualified personnel including Engineers, Land Surveyors, Architects, Geologists, Environmental Scientists, Foresters, GIS Analysts, CADD Technicians and IT professionals make up the professional diversity within one company to tackle a variety of projects. Integrating their technical skills and expertise, they are able to provide sensible solutions to municipal, industrial, commercial, and institutional clients.

CES is headquartered in Bangor, Maine, with branch offices located in the communities of Saco, Lewiston, Machias, Presque Isle, and Waterville, as well as Fort Myers, Florida and Maynard, Massachusetts. Our services include:

- *Civil Engineering*
- *Environmental Engineering*
- *Electrical Engineering*
- *Structural Engineering*
- *Mechanical Engineering*
- *Land and Construction Surveying*
- *Land Use & Community Planning*
- *Transportation Planning & Traffic Engineering*
- *Indoor Air Quality*
- *Health and Safety Compliance*
- *Water and Wastewater*
- *Hazardous Materials Management (Asbestos, Lead-based Paint, PCBs)*
- *Natural Resources (Wetland/Habitat)*
- *Geology/Hydrogeology*
- *Environmental Monitoring*
- *Permitting (Municipal, State, and Federal)*
- *GIS Consulting*
- *Informational Technology (IT) Support*
- *Drone Services*
- *Architecture*

CES believes that by listening attentively to clients' needs and working collaboratively with them on projects, *sensible solutions* are achieved. From project conception through final construction and beyond, CES delivers *sensible solutions* built on value, quality, timeliness, and teamwork. Functioning as a team, within our organization, with our subcontractors, and most importantly with our clients, promotes effective communication, resulting in the delivery of a project that is individually tailored and cost-efficient. At CES we value honesty and commitment, and these

values drive us to provide every client with a quality service that meets, and often exceeds their expectations. This belief is just one of the reasons clients routinely return to CES.

PROFESSIONALS ON STAFF

CATEGORY	NUMBER
Professional Engineers (PE)*	23
Civil	15
Environmental	2
Structural	4
Mechanical	4
Electrical	2
Degreed Engineers-In-Training (EI)	6
Certified Geologists (CG)	3
Environmental Scientists	17
Professional Foresters (PF)	1
Professional Land Surveyors	11
GIS Professionals	2
Radon Service Providers	2
Wastewater Treatment Plant Operators	3
Drone Operators	4
Licensed Architects	1

** some PEs specialize in more than one category.*

TECHNICAL DIRECTORS

ROLE	DIRECTORS
President/CEO	Denis St. Peter, PE
Executive VP/Surveying Division Director	Jeff Teunisen, PLS
Executive VP/Engineering Division Director	Travis Noyes, PE
Executive VP/Environmental Division Director	John Pond, WWTPO/RSP

WORKLOAD CAPACITY

CES is capable of providing $375,000.00 of engineering and surveying services per week. Our current workload and the projected workload of key personnel are such that any reasonable time schedule which may be established for this project can be met. Since each of our personnel is trained in several different service categories, availability of personnel is assured, and schedules are maintained. Project scheduling, personnel scheduling, and resource allocation are done on a weekly basis to identify potential conflicts and to adjust schedules accordingly. Our present workload will not affect our ability to provide the service you should expect.

CES INC

RS LEONARD
Landscape Architecture

Regina Leonard, PLA

Regina Leonard, PLA, Senior Landscape Architect and Project Manager for the Cornelia Warren Recreational area project. Regina has over 21 years of experience in landscape architecture with a primary focus on public landscapes. Her background as a municipal landscape architect lends a unique perspective to her work.

Regina understands the inherent complexities of civic-scale projects and has demonstrated experience working with communities and interest groups toward common goals. Over the years, she has forged strong alliances with officials, regulatory agencies, neighborhood, and advocacy groups to advance a wide variety of civic-scale projects.

R.W.
EATON
ASSOCIATES
Land Surveying & Real Estate

R.W. Eaton Associates

R.W. Eaton Associates has been providing quality land surveys since 1989 for clients all over Southern and Central Maine. They are located at 58 Pleasant Street in Westbrook, Maine where they have maintained their office since 1999.

They are able to help any owner of land in Maine, whether you are just around the corner from our offices in Westbrook, Maine, or the other end of the State. They also serve architects, attorneys, consulting engineers, municipalities and commercial or residential developers. R.W. Eaton Associates uses two Topcon reflectorless total stations with TDS data collectors; and AutoCAD 2018 with Carlson Survey to prepare accurate survey plans that are compatible with most CAD software.

TEAM MEMBERS

Our Team proposes to provide civil design, survey, and landscape architecture to support the City's request for the revitalization of the Cornelia Warren Outdoor Recreation Area. The professional Team members listed below will work closely with the city in order to create the desired outcome for the project, as well as ensure that the grant funding requirements are being addressed.

KEY TEAM MEMBER	ROLE
Travis Noyes, PE	Principal in Charge
Regina Leonard, PLA	Lead Project Manager
Jon Whitten, Jr., PE	Engineering Project Manager
Matthew Carter, AIA	Building Architecture
Phillip Badger, III, PE	MEP Engineering
Richard Eaton, PLS	Survey Services
Justine Drake, EI	Engineering Design
Robert Bickmore	Computer Sciences

Travis Noyes, PE, is the Director of Engineering at CES, and will be Principal in Charge for this project. Travis will oversee staffing and our QA/QC process and will be available for project input, as he has over 24 years of experience working on civil site development projects.

Regina Leonard will be the Lead Project Manager for this endeavor, will manage the overall project approach, schedule and budget and provide Landscape Architecture design services. Perhaps more importantly, she will be the point of contact for our Team and will manage the communications with the City and other project stakeholders. Regina will work closely with Jon Whitten to ensure the Team is working in a coordinated effort to achieve the goals of the project. Regina has 21 years of experience with a primary focus on public landscapes.

Jon Whitten, Jr., PE, is a Project Manager at CES and has 23 years of experience working on site/civil development projects. In his role, as Engineering Project Manager, he will be working closely with Regina to follow through with the project approach, schedule and compensation fee budget as it relates to design and permitting. Jon will also be the lead professional for the Civil Engineering portions of the project.

Matthew Carter, AIA is a licensed Architect at CES. He will assist with design and permitting elements mostly related to buildings adjacent to the pool. Matt has over 27 years of architectural design and project management experience.

Phillip Badger, III, PE is an Electrical Engineer at CES and will manage our MEP design and permitting services for this project. Phillip is a Master Electrician within the State of Maine as well. He has 30 years of experience in electrical design and installation.

Richard "Dick" Eaton, PLS, is a professional surveyor located in Westbrook, Maine and has extensive experience conducting boundary and existing conditions survey in Westbrook as well as many other towns/cities in Southern Maine. Dick will perform a boundary survey and limited existing conditions survey services for the Cornelia Warren Recreation Area property. He has over 30 years of surveying experience and has worked with Jon Whitten, Jr. for 20 years or more.

Justine Drake, EI is a Project Engineer at CES and will assist with various design and construction preparation services for the project. Justine has over 5 years of engineering experience and is well versed in design services, preparation of construction documents and construction observation/reporting.

Robert Bickmore, is the IT Manager at CES and has 22 years of Computer Sciences experience including network infrastructure. He also leads our Computer Services Consulting group that provides a number of network and IT related services to communities and businesses throughout Maine. He will be assisting with design/specification/costing of proposed Wi-Fi, communications, security and camera system components of the project.

RESUMES

Resumes for key personnel listed above have been included as **Attachment A.**

EXPERIENCE

Our team, as stated previously, has significant experience with similar projects in many locations throughout Maine and New England. Additionally, we have assisted numerous municipalities with various projects that were funded all or in part by State and/or Federal funds. These funding sources have included Community Development Block Grants, State Revolving Loan Funds, USDA Grants and Loans, MaineDOT funding sources, and Federal funds dispersed through the MaineDOT.

Following are a few examples of the work we have done.

Goodwin Playspace at Deering Oaks

City of Portland, Maine

In 2008 the Friends of Deering Oaks and the City of Portland commissioned Regina to design the City's first significant natural playspace. The design evolved through a collaborative outreach process that included input from local children, the Friends of Deering Oaks organization, City staff, the Maine Children's Museum, the Historic Preservation Board and the Parks Commission.

Following the conceptual design process, Regina worked closely with the City to undertake a bid process for playground equipment and developed technical plans for site improvements. The project, which the City constructed in-house, was completed in the fall of 2009 and received a public works award in 2010.

PROJECT SERVICES

- *Conceptual Design*
- *Public Outreach*
- *Design & Engineering*
- *Bidding Phase Services*
- *Construction Phase Services*

Clockwise, from bottom left: The schematic plan for the Goodwin Playspace at Deering Oaks. The playground included landform, natural play elements and materials, as well as manufactured play equipment. The plan addressed universal access via new pathways from the loop drive to the playground and two levels of the play structure. The park was constructed in 2009.

Memorial Park Master Plan & LWCF Grant Application

Town of Standish, Maine

MASTER PLAN

Working with Milone & MacBroom, Regina Leonard, PLA collaborated with the Town of Standish to develop a master plan for the proposed expansion and improvement of the park and recreation facility. The Town had recently purchased a 10-acre parcel and looked to expand it recreation facility to include soccer fields, a dog park, and a playground. The Town also sought to reorganize and expand parking and to improve vehicular and pedestrian circulation and safety.

As part of the planning process, the project team reviewed site conditions, explored programming considerations, prepared conceptual alternatives, and conducted outreach with local stakeholders and the public. The project master plan was completed in 2019.

SUCCESSFUL LWCF GRANT APPLICATION

Following the master plan, Regina prepared a Land and Water Conservation Fund grant application on behalf of the Town. As part of the process, the team conducted an environmental assessment, defined permitting parameters, and structured a complex budget comprised of various project funding sources, matching contributions, labor and materials. The project received a funding award of over $300,000 toward the fist phase of improvements in April 2020.

PERMITTING & DESIGN PHASE

The project is currently in final design and permitting stages with construction anticipated in the Fall of 2020 / Spring 2021. Regina continues to be involved in the effort and is providing landscape architecture support to DM Roma Engineers, the firm leading the final engineering stage of the project.

PROJECT SERVICES

- *Recreation Facility & Park Master Planning*
- *Cost Estimating, Project Prioritization & Phasing Plan*
- *Grant Writing*
- *Conceptual through Final Design*

Clockwise, from top right: Soccer activities at the park; Rendering of the Master Plan concept developed in 2019; Baseball activities at the park.

RS LEONARD
Landscape Architecture

Dougherty Field Master Plan & Phased Improvements

City of Portland, Maine

MASTER PLAN
Regina Leonard, PLA lead the master planning effort for the Dougherty Field Recreation Complex, a 14 acre City-owned property containing a skate park, multi-purpose recreation fields, softball and Little League facilities, and a public pool and playground. The project included an assessment of the existing facility and development of a site master plan and implementation strategy. The plan reoriented and expanded field space, added a network of sidewalks and paths, off-street parking lots, concessions buildings, as well as site amenities and landscape elements. Cost estimates and phasing recommendations were developed to guide the City budgeting and capital improvement efforts.

PHASE 1 DESIGN & CONSTRUCTION
Regina served as the landscape architect for Phase One design, bidding, and construction. The first phase included construction of a new skate park, major regrading of the site, field alignment changes, new internal paths and sidewalks, a playground, and off-street parking area. Phase One construction was completed in 2012.

MASTER PLAN UPDATE / PLAYGROUND DESIGN
In 2019, the City of Portland Parks and Recreation Department hired Regina to update the master plan in response to a new housing initiative in the neighborhood following the demolition of the adjacent school. She is currently working with the City to refine the concept design and to advance outreach and design for a new playground in the park, which is scheduled for installation in the Spring of 2020.

PROJECT SERVICES

- *Recreation Facility Master Planning*
- *Public Outreach*
- *Cost Estimating & Phasing Plan*
- *Conceptual through Final Design, Phase 1 Improvements*
- *Bidding & Construction Services,, Phase 1 Improvements*

Clockwise, from above left: Section of the final master plan rendering; photographs showing the constructed athletic fields and skate park in 2019;

Westbrook Common Revitalization

City of Westbrook, Maine

DESIGN & OUTREACH

Regina worked with Milone & MacBroom, Inc. (MMI) to develop plans for Westbrook Common, a high-profile, centrally-located public plaza in downtown Westbrook in 2019. Recognizing the important role the plaza could play in stimulating economic revitalization, the City undertook an intensive design and outreach process to help turn this underutilized public space into a vital destination.

Understanding the value of public input and support throughout the process, the design team incorporated an extensive outreach program that included branding, digital outreach (website and social media), an online community survey, and interactive workshops. The team held two interactive "Plan The Common" workshops to gain citizen input and support for the project.

Construction documents were developed and finalized by MMI in the spring of 2020. The City anticipates construction of the $2.1 million dollar improvement project in the fall 2020 / spring 2021 construction seasons.

PROJECT SERVICES

- *Conceptual Design*
- *Cost Estimating, Project Prioritizing & Phasing Plan*
- *Public Outreach*
- *Design Development*

Clockwise, from top right: Westbrook Common logo created as part of the project branding effort; view of the project website; participants in one of the "Plan the Common" events; rendering of the final concept design; and one of the early concepts alternatives.

RS LEONARD
Landscape Architecture

Mill Creek Park Master Plan & Phased Improvements

City of South Portland, Maine

MASTER PLAN

Regina lead the development of the 2009 Mill Creek Park Action Plan, a master planning effort for the City of South Portland and the Friends of Mill Creek Park. The resulting plan provided the rationale for decision-making, and laid out a detailed strategy for park redevelopment. With the plan as a guide the City has invested approximately .5 million dollars to implement the recommended improvements to enhance the overall function, connectivity, and aesthetics of Mill Creek Park.

PROJECT SERVICES

- *Park Master Planning*
- *Cost Estimating, Project Prioritization & Phasing Plan*
- *Design & Engineering, Phase 1*
- *Construction, Phase 1*

PHASE 1 DESIGN & CONSTRUCTION

After completing a successful Master Planning effort for Mill Creek Park in South Portland, Regina led technical design and oversaw the implementation of two phases of bidding and construction, preparing detailed design development drawings, cost estimates and bid documents and providing regular observation compliance support throughout the construction process. The constructed park features included a new Formal Public Garden space with period-inspired masonry walls and a wrought iron arch, a re-envisioned central seating plaza, accessible paths, Veterans Green, and a new custom built gazebo.

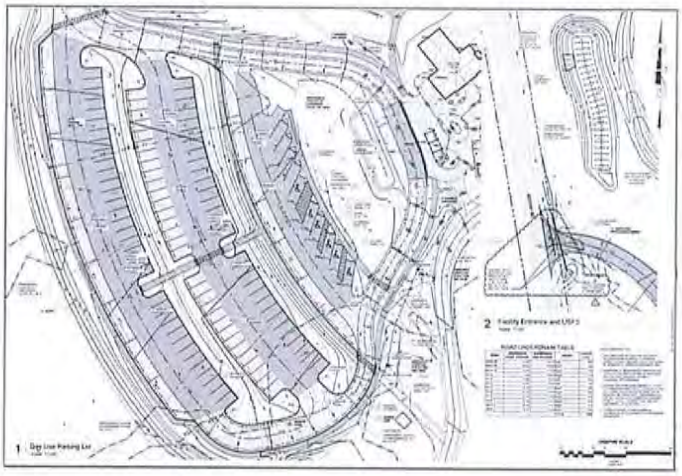
Clockwise, from above: Master Plan for Mill Creek Park; New formal entrance to the park with new masonry walls and a cast iron archway; new seating plaza overlooking the pond and fountain; new seating area and formal garden space.

SCHOODIC WOODS

TOWN OF WINTER HARBOR, MAINE

PROJECT HIGHLIGHTS

- SLODA/NRPA/ACOE permitting
- Designed entire campground
- Civil elements including parking, trails, and access ways
- Utilized Low Impact Development measures to manage stormwater
- Performed construction assistance



PROJECT DESCRIPTION

CES and Coplon Associates provided master planning, design, and permitting services for a 100-site campground adjacent to Acadia National Park on the Schoodic Peninsula. The campground was designed to National Park Service (NPS) standards in anticipation of donating the facility to the NPS upon construction completion.

The campground includes a 140 space parking lot located at a proposed visitor center. There are approximately eight miles of day use bike trails that traverse the peninsula which are accessible from the visitor center. Many of the bike trails were designed in existing locations of land management roads. An evaluation of the roads was performed to determine suitability for future uses identified by our client.

Natural resource concerns noted with this project included vernal pools, wetlands, and jackpine. Siting of proposed improvements was critical to minimize impact to the resources. Fish passage through road crossings was a concern. The project resulted in over 50 culverts that were designed and permitted with a majority of them needing to be designed to accommodate safe passage of fish and other species. This project received an award from ACEC.

HAMMOND RIDGE DEVELOPMENT COMPANY MULTI-USE DEVELOPMENT
MILLINOCKET, MAINE

OWNER/CONTACT
Matt Polstein
New England Outdoor Center
PO Box 669 (30 Twin Pines Road)
Millinocket, ME 04462
207-723-5438

PROJECT HIGHLIGHTS
Mixed Use Development on 1,300+ Acres requiring:

- Re-Zoning through LUPC
- Subdivision, Non-Residential Development and Utility Permitting through LUPC
- Site/Subdivision Design
- Road & Stormwater Design

PROJECT DESCRIPTION
CES is working with the Owner to design and permit an ever-growing outdoor adventure resort and community on 1,300+ acres of land in the Millinocket Lake area of Maine. The property has water frontage on Millinocket Lake and hundreds of acres of forest management land that is crisscrossed with land management roadways and mixed-use recreational trails. The Owner has recently re-zoned portions of the site to allow residential and commercial development to expand and support the outdoor adventure resort and community. A new Activity Center is currently being permitted that will support the current outdoor adventure use by being the center point for rental equipment, white water rafting operations and access to trails, all year long. Other development currently being permitted includes an Event Center for weddings and other large gatherings, a solar array site and utility improvements to support the entire development. It is expected that new residential house lots, temporary and permanent lodging facilities and recreational trails will soon be proposed for development by the Owner. Construction of the Activity and Event Centers are anticipated to begin in 2020.

THOMAS COLLEGE CAMPUS TRAIL IMPROVEMENTS
WATERVILLE, MAINE

CES was retained by Thomas College to prepare design and permitting documents for significant improvements to the campus trail network. The project involved the installation of approximately 0.66 miles of gravel trails and approximately 3.11 miles of earthen hiking trails. CES was required to work closely with the Army Corps of Engineers and the Department of Environmental Protection for the completion of a Natural Resources Protection Act Permit By Rule, as well as a Site Location of Development Minor Amendment. Furthermore, CES worked with the City of Waterville to obtain a Site Plan Review Permit.

EDUCATIONAL CAMPUS AND RECREATIONAL TRAILS
MAINE WATERSIDE TRAILS, SOLDIERTOWN TOWNSHIP

Contact: Carl Carlson, Maine Waterside Trails
(212) 303-0209
cc@brmco.com

CES was the lead environmental and engineering firm on the Maine Waterside Trails Project, which consists of 30 to 40 miles of multi-use trails, a welcome/educational center with administrative offices, and several warming huts on an approximately 3,000-acre parcel in northern Maine, as well as a 6.5- mile hiking trail on a nearby parcel. CES was retained early in the project and developed a project strategy which allowed the client to immediately begin construction on portions of the project. The project site is located within LUPC jurisdiction and therefore required in-depth knowledge of and coordination with two sets of State standards.

CES performed natural resource surveys, including wetlands, vernal pools, streams, and wildlife habitats, on the approximately 400 acres impacted by the project. CES performed impact assessment and alternative analysis, State and Federal agency consultation and permitting for the project. Several wildlife species and habitats are present on the Site, including inland wadingbird and waterfowl, vernal pools, Atlantic salmon, Canada lynx, and northern long-eared bat, and were the focus of impact minimization efforts. Siting of proposed improvements was critical to minimize impact to the resources. The project resulted in numerous stream crossings and culverts which were designed to meet aquatic organism passage standards. CES continued to play a key role in the project during construction, providing continuing engineering and construction support.

KATAHDIN WOODS AND WATERS NATIONAL MONUMENT
ELLIOTSVILLE FOUNDATION

Starting in 2018, CES began assisting Elliotsville Foundation with the planning, permitting, and design of a Visitor Contact Station within the Katahdin Woods and Waters National Monument. The project is intended to serve as the primary facility to orient visitors to the Monument offerings and the history of the area. Early on, we provided initial scoping services including natural resources, permit planning, and concept level drawings. More recently, we guided the Client through a number of options relative to permitting and helped them select a permitting approach that best met their needs. This required extensive knowledge of Local, State, and Federal regulations, and direct communications with the appropriate Regulators. Our current scope includes the design and permitting of the Visitor Contact Station itself, associated parking areas and pathways, utilities, and approximately 4 miles of roadway to access the site. The site is currently undeveloped, off grid, and remote making design and construction a challenge. We continue to work closely with the Client, Architects, National Park Service, and many other stakeholders to develop the design and deliver a project that will be a destination for thousands of Monument visitors for many years to come.

REFERENCES

We are proud of the fact that a large portion of our business is repeat business, and we strive to develop long-term relationships with our clients. Our client relations goal is for our clients to be confident that the products we produce will be of high quality and completed in a timely and cost-effective manner.

Please feel free to contact any of the references listed below for Regina and for CES, regarding our team members' ability to complete the project.

Regina S. Leonard, PLA, ASLA

Denise Clavette
Planning and Development Director
City of Saco, Maine
Tel. 207-202-3487
dclavette@sacomaine.org

Ethan Hipple
Acting Director of Parks, Recreation, & Facilities
City of Portland, Maine
Tel. 207-808-5400
ehipple@portlandmaine.gov

CES, Inc.

Greg Dore
Road Commissioner
Town of Skowhegan
225 Water Street
Skowhegan, Maine 04976
207-474-6911
gdore@skowhegan.org

Howard Kroll
Town Manager
Town of Hermon
333 Billings Road
Hermon, Maine 04401
207-848-1010
krollh@hermon.net

Tracy Willette
Director of Parks & Recreation
City of Bangor
647 Main Street
Bangor, Maine 04401
207-992-4490
Tracy.willette@bangormaine.gov

SECTION 2 | PROJECT APPROACH

While the City has laid out its expectations and priorities for the Cornelia Warren Recreation Area, we anticipate that the scope of work will need to be aligned with the available budget early in the process. As the City has explained, there are multiple funding sources – each with its own requirements – and it will be necessary to place decision-making within the framework of the funding obligations. The City has also outlined critical elements of the project based on the facility's needs as well as the priorities identified through an extensive community outreach process. Understandably, the City would like to maximize the scope and value for this project, however, it is in the City's best interest that the Team help to identify probable costs for the project elements early in the process. This will refine the Project Scope to focus on certain priorities and to help manage expectations for the outcome of the project, both in the short-term and long-term.

Our proposed project approach includes two steps to help the City with this early decision-making and to set the stage for a smooth and efficient process. First, we will develop a budget breakdown with realistic order-of-magnitude costs based on the currently defined priorities / scope. Costs will be based on industry standards and recent bid data for similar work. The budget will be organized similarly to the City's Exhibit D – Bidders Table.

Second, we will prepare an Evaluation Matrix, please see an example below. The matrix rates each item based on specific criteria which we will develop with City staff and will aid the Team/City in the decision-making process. Routinely used by the MaineDOT, the matrix format is a helpful way to compare and rate various components and/or approaches.

Taken together, the budget breakdown and the Evaluation Matrix will allow for input from the Team as well as stakeholders and as a result, help define the project scope early in the process. The upfront work will streamline the scope of design and permitting services and assist in the stakeholder expectations for the project outcome, therefore streamlining the management of expectation of the greater Westbrook Community.

Based on the scope of design and permitting services, design of the project elements will proceed and project costing will be formulated. As designs and costs get more refined, permitting of the project will commence and construction specifications for prioritized project elements will be prepared for construction bidding.

PROPOSED EVALUATION MATRIX - PROJECT EVALUATION

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE
Main Street Entrance	Conforming signage with LED lighting									x	x	20
	Landscaping / streetscape elements										x	10
Trail System	ADA accessibility			x			x	x	x		x	50
	Security / LED lighting										x	10
	Fencing / guardrail										x	10
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70
	Stormwater management				x	x		x	x		x	50
	Strategic LED lighting					x			x	x	x	40
	Camera + security system										x	10
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100
	Fencing / gates	x	x			x					x	40
	WiFi system									x	x	20
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80
	Fencing	x	x			x		x			x	50
	Small splash pad						x			x		20
Pump House	New roof		x			x					x	30
	Pump + treat upgrades	x	x			x		x			x	50
	Connection to splash pad				x		x			x	x	40
Landscaping	Create family-friendly gather areas						x			x	x	30
	Invasive species management +										x	10
	Long-term maintenance plan										x	10
	Drainage + irrigation controls				x						x	20
	Natural playground						x			x		20
Fraser Field	New backstop + winged fencing						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10
	Outfield safety net							x			x	20
	Future irrigation system										x	10
Warren Field	Infield/mound improvements						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10

	Fencing / guardrail										x	10
	Future irrigation system										x	10
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70
	Buried electrical lines	x			x	x		x	x		x	60
	Integrated LED lighting plan				x			x	x		x	40
	Integrated security system				x						x	20
	Boosted WiFi									x		10

PROPOSED EVALUATION MATRIX - PROJECT PRIORITIZATION

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE
Main Street Entrance	Conforming signage with LED lighting									x	x	20
	Landscaping / streetscape elements										x	10
Trail System	ADA accessibility			x			x	x	x		x	50
	Security / LED lighting										x	10
	Fencing / guardrail										x	10
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70
	Stormwater management				x	x		x	x		x	50
	Strategic LED lighting					x			x	x	x	40
	Camera + security system										x	10
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100
	Fencing / gates	x	x			x					x	40
	WiFi system									x	x	20
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80
	Fencing	x	x			x		x			x	50
	Small splash pad						x			x		20
Pump House	New roof		x			x					x	30
	Pump + treat upgrades	x	x			x		x			x	50
	Connection to splash pad				x		x			x	x	40
Landscaping	Create family-friendly gather areas						x			x	x	30
	Invasive species management +										x	10
	Long-term maintenance plan										x	10
	Drainage + irrigation controls				x						x	20
	Natural playground						x			x		20
Fraser Field	New backstop + winged fencing						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10
	Outfield safety net							x			x	20
	Future irrigation system										x	10
Warren Field	Infield/mound improvements						x	x			x	30
	LED lighting							x			x	20
	Boosted WiFi									x		10

	Fencing / guardrail										x	10
	Future irrigation system										x	10
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70
	Buried electrical lines	x			x	x		x	x		x	60
	Integrated LED lighting plan				x			x	x		x	40
	Integrated security system				x						x	20
	Boosted WiFi									x		10

PROPOSED EVALUATION PROCESS - SCOPE REFINEMENT

FACILITY	ELEMENTS AND PRIORITIES	10 PTS LIFE - SAFETY / CODES ISSUE	10 PTS CRITICAL MAINTENANCE	10 PTS UNIVERSAL ACCESS	10 PTS CRITICAL TO CONSTRUCTION SEQUENCE	10 PTS CRITICAL TO SITE / FACILITY FUNCTIONALITY	10 PTS RECREATION VALUE	10 PTS ALLOCATED FUNDING (CIP)	10 PTS TIED TO LWCF OR CDBG	10 PTS COMMUNITY PRIORITY	10 PTS CITY PRIORITY	SCORE	BUDGET (OOM)
Trail System	ADA accessibility			x			x	x	x		x	50	$ 15,000
Parking Lot	Design w/ 60+ parking spaces			x	x	x		x	x	x	x	70	$ 120,000
	Stormwater management				x	x		x	x		x	50	$ 35,000
Bathhouse	Reconstructed or renovated design	x	x	x	x	x	x	x	x	x	x	100	$ 140,000
Pool	Replace/repair pool gutter system	x	x		x	x	x	x	x		x	80	$ 10,000
	Fencing	x	x			x		x			x	50	$ 20,000
Pump House	Pump + treat upgrades	x	x			x		x			x	50	$ 30,000
Utilities	Upgraded electrical systems	x	x		x	x		x	x		x	70	$ 25,000
	Buried electrical lines	x			x	x		x	x		x	60	$ 10,000

ESTIMATED COST	$	405,000
IDENTIFIED BUDGET	$	400,000
15% CONTINGENCY	$	(60,000)
TARGET BUDGET	$	340,000
REQUIRED ADJUSTMENT	$	65,000

**NOTE: COSTS SHOWN ARE FOR ILLUSTRATION PURPOSES ONLY*

PROPOSED TASKS

Based on our review of the Request for Proposals, we offer the following detailed work plan that addresses how we recommend helping the City with this project.

Task 1 | Project Kick-off and Survey: Regina and Jon will meet initially with City staff to kick the project off. We expect to review initial project priorities and timelines, establish appropriate lines of communication, identify personnel that will be involved with the project for all stakeholders, and other similar administrative tasks. Additionally, we expect to introduce the Evaluation Matrix and discuss an initial project budget breakdown. Input on the Evaluation Matrix and project budget breakdown from stakeholders will be requested within a week of the kickoff meeting.

Independent of the Kick-off meeting, deed research will begin by the surveyor and field work would be expected to start soon thereafter.

Task 2 | Project Scope Definition/Refinement: Based on the project discussions at the Kick-off meeting and the Team's review of responses on the Evaluation Matrix forms, we will prepare an initial Project Scope and share it with all stakeholders. Conceptual design and project costing will be developed based on the refined Project Scope. Presentation of the conceptual design and refined Project Scope to stakeholders in a public meeting setting can be arranged at this point.

Task 3 | Preliminary Design: Based on responses from Task 2, preliminary design of the prioritized elements of the project will begin in earnest and Preliminary Design Plans will be produced. Continued ordinance review, permitting regulation review and and permitting support to the City's project manager will occur simultaneously. We will provide weekly updates during the Preliminary Design stage (via email) and expect to have web-based, one-hour meetings with City Staff every two weeks.

Coordination with vendors, stakeholders and inter-team members will be crucial to maintain efficiency throughout this process. At the start of preliminary design, we will work with the City to identify design development outreach and coordination needs.

Task 4 | Innovative Design: Based on the work performed in Task 3, we will work with the City to identify areas of the design that may be refined to integrate innovative ideas to maximize the improvements to the project, while stretching the available budget. We expect that additional design and project costing services, as well as 2-hours of web-based meeting time will be necessary to properly analyze the integration of innovative design features. Consistent communication and coordination with City Staff will continue throughout.

Task 5 | Final Design: Refine the Project Scope, based on the results of Task 4, fully integrate innovative design elements into the Preliminary Design Plans, update project costing and prepare Final Design Plans. Work with City and vendors to define preliminary construction specifications.

Task 6 | Permitting: Prepare, collect and coordinate Final Design Plans and other permitting materials necessary to support required permit applications to be prepared and filed by the City. Prepare presentation boards for use by City Staff in public permitting meetings. Prepare and coordinate response review comments formulated during the permitting review process. Revisions to plans and permitting materials will be included for one round of review comments.

Task 7 | Project Manual Preparation: Once permitting is nearing conclusion, we would continue to prepare and refine final construction specifications and prepare a Project Manual in preparation for construction bidding. The Project Manual will include Instructions for Bidders, example contract documents, paperwork required by funding sources, construction specifications, final design plans, etc. We will assist the City in the bidding process by preparing an advertisement for bidding, coordinate the sale of the Project Manual, coordinate a pre-bid meeting, answer bidder questions, prepare an addenda, etc.

ASSUMPTIONS / LIMITATIONS

In addition to assumptions and limitations noted in Exhibit D – Bidders Table, our initial assumptions regarding the design and permitting for this project are as follows:

1. We will work with the City and all stakeholders to define the Project Scope by participating in a decision-making process including budget breakdowns and the Evaluation Matrix. Defining the Project Scope will streamline the assumptions and limitations early in the process and manage expectations for the project from the start.
2. We are limited to the information provided in the RFP, Pre-Bid Site Walk and RFP Addendum 1 and expect to refine assumptions and gather more information on each element and priority requested on Exhibit D – Bidders Table as the project proceeds.
3. We have included initial budget breakdown assumptions within the included Proposed Evaluation Process – Scope Refinement table, within the Project Approach section of this proposal.
4. The property available for the project is close to the property lines indicated on the City's GIS system as well as loosely indicated on the ground by existing site features, such as: fencing, vegetated stands, clearing/mowing limits, existing buildings, accessways, etc.
5. Construction of a new bathhouse/pumphouse will be necessary to achieve the goals of the City and provides opportunities to include innovative ideas into the building design to maximize the use, while minimizing maintenance of the building from season to season.
6. Due to the limited introduction of new development on the property, we assume that no state or federal permits will be required for this project. Local permitting is expected to include Site Plan approval from the Planning Board. Shoreland Zoning and Village Review Overlay Zone permitting will be included within the Site Plan application.
7. Due to the current pandemic, we assume that in-person meetings will be limited and most meetings will be conducted as remote access meetings, over a web-based platform.
8. Services are limited to those discussed within this proposal and will be specifically defined within a contract agreement with the City. Services such as legal, geotechnical, natural resource delineation, etc. are excluded from our proposal.

SECTION 3 | PROJECT FEES

For this project, it is our understanding that the City would like a **Lump Sum Fee**, therefore we propose a **Lump Sum Compensation Fee of $120,000** to perform the services discussed within this proposal document.

CES prepared the projected cost estimate based on our understanding of your project and similar projects. These costs include all charges for labor, materials, expenses, production, communication, markups and other cost necessary to perform the indicated service. Costs directly associated with the production of the Project Manual for the bidding process are not included.

LITIGATION/COURT RELATED MATTERS: When serving as consultants to members of the legal profession and as expert witnesses in courts of law, arbitration proceedings, and administrative adjudication proceedings, hourly fees for personnel will be invoiced at 1½ (one and one-half) times the standard hourly rate. This rate is also applicable to time associated with preparation for these services.

INVOICES: Invoices, calculated on a percent complete basis, will be submitted on a monthly basis and will be due when rendered. Interest at a rate of 1½% per month will be assessed to bills remaining due and not paid within 30 (thirty) days.

SECTION 4 | PROJECT TIMETABLE

Scope, Schedule, and Budget are the three main parts that need to be managed effectively to obtain project success. From a scheduling standpoint, we manage our internal resources both weekly and three months out. This allows us the ability to maintain a focus on short term deliverables while determining workload required to meet all needs in the pipeline.

As a team, we have reviewed the timeline you have presented, and we believe that the following table describes the best approach to accomplishing the tasks needed to hit your goals. This timetable is created based on a being selected as the design team with an executed contract and Notice to Proceed by September 15, 2020.

TASK	START DATE	END DATE
1 – Project Kick-Off and Survey	09-15-2020	10-02-2020
2 – Project Scope Definition	09-15-2020	10-02-2020
3 – Preliminary Design	09-21-2020	10-09-2020
4 – Innovative Design	10-05-2020	10-16-2020
5 – Final Design	10-16-2020	11-05-2020
6 - Permitting	10-16-2020	11-05-2020
7 – Project Manual Preparation	12-02-2020	12-15-2020

SECTION 5 | INNOVATIVE DESIGN

To stretch the budget and achieve added value for this project, the City and the design team will need to approach the project innovatively from the start. The City has done an excellent job detailing the critical elements and community priorities, but it will be necessary to think out of the box to achieve them with the current funding. The design team can lead design innovation and also help identify ways to use City materials and labor, opportunities for collaboration with organizations, or features that may align well with community donations or sponsorship. Our team members have worked with many communities to complete projects cost effectively with design innovation, partnerships, and community collaboration. Here are a few of our preliminary thoughts with regard to the Cornelia Warren Rec Area:

1. GREEN PARKING LOT & STORMWATER. Green parking lots typically cost 25% more than a standard paved lot, but while the upfront cost is steep, there are recognizable longterm environmental benefits. Incorporating pervious pavers strategically - such as in parking bays - can offer the City the best avenue for helping the City meet its stormwater treatment goals. The stormwater can be carefully managed to take advantage of existing drainage systems to the extent possible. This approach will help reduce upfront costs while allowing for the expansion of green stormwater treatment areas in the future.

2. LIGHTING WITH SECURITY TECHNOLOGY. Explore opportunities to integrate HD security cameras with lighting in the parking lot, new pool house and elsewhere. Plug and play technology (such as Eaton's Lumensafe technology) can help the City meet its lighting and security needs for significantly less than stand-alone installations. The technology works well with most modern video or security monitoring systems and can be connected via cellular, wireless, or ethernet.

3. POOL HOUSE & PUMP HOUSE. A new pool house building offers the opportunity to integrate innovative products and materials, such as signage and windows, to address programmatic needs as well as environmental sustainability goals. For example, using wall-mounted, back lit, halo lettering can provide a unique ambiance as well as a source of exterior lighting. Window size and placement can be oriented to maximize solar exposure and to improve sight lines through the building, if needed, to other spaces. Upgrading existing utilities for the pump house offers an incredible opportunity to dovetail systems for the pool and future splash pad. The City may want to consider solar technology to generate energy for pool heating. The cost for a solar pool heater is comparable to a traditional gas or electric system, but will lessen operating costs over time.

The new/renovated pool house offers a perfect opportunity for sponsorship or memorial gift. Conceptual design could include the preparation of visual graphics to assist the City with

outreach, and our design process could investigate ways to thoughtfully integrate recognition of those partners in ways appropriate for an important public recreation facility.

4. SITE ELEMENTS & MATERIALS. While the City's allocated funds for a natural playground will be prohibitive, the design team can find fun ways to integrate creative features into the site improvements. For example, fun, multi-functional elements such as stacked timber blocks (see picture) serve as seating as well as a play feature. Placing features like this along the pathways helps create a linear playground experience for kids, allowing them to engage with elements along the route. The site benefits from a full range of topography. Features such as reclaimed granite curbing or large boulders can be set strategically to create engaging landscapes for kids and families.

5. VEGETATION MANAGEMENT. Invasive vegetation along the pathways and bordering the park will need to be managed over time and routinely monitored to improve sight lines and preserve native plant communities. Working with the local conservation commission or environmental organization to develop an integrated pest management plan is a cost-effective and sustainable approach to addressing this issue for the long term. It is also likely to be more successful since the groups provide experience and knowledge as well as monitoring capabilities.

SECTION 6 | LITIGATION

CES does not have any current litigation. CES has three closed cases in the past five years that have resulted in settlements. Based on legal settlement agreements, the parties to the settlements have legally agreed to not disclose details of the cases or settlements. CES has maintained its position throughout the settlement processes that the services provided for all three projects did not violate contract agreements nor industry standards.

SECTION 7 | ADDITIONAL INFORMATION

We have included additional information regarding our Quality Control, budgetary management, and communication processes for your consideration.

QUALITY CONTROL

The CES team offers a full complement of professional services that can address your project needs including expertise in Civil, Structural, Mechanical, and Environmental Engineering, Survey, Planning, and Sciences.

CES, Inc. (CES) is committed to being recognized in Maine as a leading consulting firm providing engineering, surveying, sciences, planning, and other related services. A large part of being recognized as a leading firm is achieving quality results and providing a quality deliverable. Given this, we created a Quality Assurance/Quality Control Policy that must be followed for all project deliverables.

This policy should be referred to by CES staff during the preparation of project deliverables and when initiating document review. Documents prepared must be based on accurate technical information, easy to read, well written, and well organized. Documents that are clear, concise, easily understood, and without errors are essential.

Utilizing the Quality Assurance/Quality Control (QA/QC) Policy will assist in meeting these requirements. QA is the process that ensures prudent quality control measures have been established and the desired quality in a deliverable or service is achieved. QC refers to the procedures, methods, and actions that are routinely employed to produce conformance with requirements and expectations.
CES' policy ensures that:

- Quality work is consistently performed and that quality deliverables are consistently produced.
- Project documents are prepared in accordance with current regulations, policies, procedures, guidelines, and standards established at CES.
- Project documents have undergone the necessary technical and editorial review processes. Completing/performing quality work is the responsibility of every individual at CES.

By incorporating this QA/QC process and policy into our daily work practices, CES staff will identify errors, omissions or potential conflicts, ask questions, or raise issues pertaining to items of design features that present problems.

BUDGETARY MANAGEMENT

From a budget perspective, we view a client's money as if it were our own, which means we take a fiscally conservative approach. We begin our discussion with a client to gain an understanding of their project's budget. Once the budget is known, we can design the project to fall within the estimated costs. We typically provide cost estimates twice during design, once with the preliminary design submission and once with the final design submission. We carry contingencies in our pricing, typically based on a percentage of the total cost, which changes as more information is developed. The contingency provided during conceptual design is more than that presented with the final design because less information is known at that point. We feel strongly that our clients should budget for unknowns through a contingency. We have found that being able to provide our client with realistic budgeting allows successful project implementation.

The following table lists recent projects and associated costs, illustrating our proven success with budgetary management for our clients.

PROJECT	EST. COST	BID AMOUNT	FINAL COST
Sylvan Road Drainage – Town of Mount Desert	$569,050	$372,051	$413,035
Call Road Phase II & III – Milford/OTWD	$1,000,000	$750,461	$720,942
Oak Grove Sewer – Veazie Sewer District	$377,119	$294,652	$304,687
Odlin Road Pump Station – City of Bangor	$1,019,430	$970,150	$959,059
Bridge/Culvert Replacement – DVEM T2R9	$303,000	$203,000	$203,000
Sand/Salt Shed – Town of Burlington	$393,558	$319,495	$319,495

COMMUNICATIONS

Our overall approach to a project can be summarized in one word - collaboration. We value the institutional knowledge that our clients possess, and we routinely look to build on their local experiences. We see our role, besides providing technical expertise, as helping our client coordinate efforts to achieve future growth and development goals. Effective coordination, good project planning and consistent communication are instrumental in our overall relationship and for our approach to specific projects.

Change is the only constant with any project. Our staff members are adept at identifying the changes that occur throughout the progress of the design and construction and effectively communicate the resulting impact with our clients. Since change can impact schedule and budget, timely and effective communication with all involved parties is necessary. Our goal is to minimize the unknowns for the bidders in order to decrease and hopefully eliminate change orders.

The success of our business has been built over the last 42 years primarily through the relationships we have been able to develop and the on-going business we obtain from our repeat clients. Many of our clients have been with us since our beginning in the late 1970's, which we feel is a testament to the importance we place on relationships.

Regina Leonard, PLA

Senior Landscape Architect

Regina has over 21 years of experience in landscape architecture with a primary focus on public landscapes. Her background as a municipal landscape architect lends a unique perspective to her work. She understands the inherent complexities of civic-scale projects and has demonstrated experience working with communities and interest groups toward common goals. Over the years, she has forged strong alliances with officials, regulatory agencies, neighborhood, and advocacy groups to advance a wide variety of civic-scale projects.

Parks & Recreation

Regina's park work includes design and planning for parks and recreation facilities at all levels from site design through town-wide facilities master planning. Her experience spans from expansive parks to small urban plazas, playgrounds, athletic fields, and natural areas. Many of her projects integrate public art, memorials, architectural, and historic features.

- Amesbury Sports Fields Master Plan, Amesbury, Massachusetts
- Agawam Parks & Recreation Master Plan, Agawam, Massachusetts
- Baxter Elementary School Playground, Portland, Maine
- Bayside Community Park, Portland, Maine
- Confluence River Park, Montpelier, Vermont
- Deering Oaks Park Playspace, Portland, Maine
- Dougherty Field Recreational Facility Master Plan, Portland, Maine
- Dougherty Field Phase One Improvements, Portland, Maine
- Dougherty Field Master Plan Update, Portland, Maine
- Dougherty Field Playground Design, Portland, Maine
- East End Community Playground, Portland, Maine
- Eastern Promenade Trail Improvements, Portland, Maine
- Eastern Promenade Street Tree Recommendations, Portland, Maine
- Franklin Pasture Bike Path, Lewiston, Maine
- Fort Allen Park Landscape Preservation Plan, Portland, Maine
- Fort Allen Trail Plan, Portland, Maine
- Fort Sumner Park Rehabilitation Plan, Portland, Maine
- Gateway Park Planting Plan, Lewiston, Maine
- Hall School Boulder Garden, Portland, Maine
- Head of Tide Park, Topsham, Maine
- High Street Park Improvements, South Portland, Maine
- Hislop Park Master Plan & Phase One, Portsmouth, New Hampshire
- Loring Memorial Trail, Portland, Maine
- Bernard Langley Sculpture Preserve, Cushing, Maine
- John F. Kennedy School Playground, Biddeford, Maine
- Kiwanis Pool Playground Design, Portland, Maine
- Maple Haven Park Master Plan, Portsmouth, New Hampshire
- Mill River Park Design, Thomaston, Maine
- Mill Creek Park Improvements, South Portland, Maine
- Mirada Adams Park, Portland, Maine
- Peirce Island East End Trails Project; Portsmouth, New Hampshire
- Peppermint Park Concept Plan, Portland, Maine
- Public Landing Revitalization Plan, Rockland, Maine
- Prentiss Park Master Plan, Saco, Maine

YEARS EXPERIENCE

21 Landscape Architect

7 Landscape Industry

EDUCATION

MLA, Landscape Architecture
University of Massachusetts

BS, Landscape Horticulture
University of Maine

LICENSE CERTIFICATIONS

Landscape Architect - ME, VT

Council of Landscape Architectural Registration Board (CLARB)

Maine DOT Locally Administered Project (LAP) Certification, exp. 2022

AFFILIATIONS

American Society of Landscape Architects (ASLA)

Leadership, Maine Section, Boston Chapter ASLA

Association of Pedestrian and Bicycle Professionals

Maine Olmsted Alliance for Parks and Landscapes, Board of Trustees (former)

- Riverton Schoolyard Greening Project, Portland, Maine
- Riverton Playground Site Design, Portland, Maine
- Rockport Harbor Park Master Plan, Rockport, Maine
- Sanford Parks and Recreation Master Plan, Sanford, Maine
- Sohier Park Improvements, York, Maine
- Tate-Tyng Playground Improvements, Portland, Maine
- Taylor Street Park Improvements, Portland, Maine
- Veterans' Green, South Portland, Maine
- Veterans' Park Municipal Waterfront Improvements, Milo, Maine

Trails

Regina's involvement in trails projects spans across all phases of work, from feasibility studies, field layout, design, permitting, and construction. Over the years, she has developed strong relationships with trail organizations and land trusts, and public land managers. Her focus on secondary trails is unique in the design and engineering field. She works very closely with communities to find cost-effective and environmentally sensitive solutions to trail development - often through partnerships with experienced nonprofit advocacy groups.

- Bridge to Bridge Trail Project, Topsham, Maine
- Cobbossee Stream Trail, Gardiner, Maine
- Cliffside Landscape Trail Planning, Fort Williams Park, Cape Elizabeth, Maine
- Eastern Promenade Trail Improvements, Portland, Maine
- Fort Allen Trail Project, Portland, Maine
- Franklin Pasture Bike Path, Lewiston, Maine
- Loring Memorial Trail, Portland, Maine
- Lower Fort Sumner Park & Trail Improvements, Portland, Maine
- Mill River Park Trails, Thomaston, Maine
- Peirce Island East End Trails Project, Portsmouth, New Hampshire
- Riverfront Trail Feasibility Study, Topsham, Maine
- Town Landing Trail Permitting & Design, Topsham, Maine

Natural Areas

Regina's field experience in landscape maintenance combined with her training in horticulture and landscape architecture make her especially prepared to assist clients in the restoration and maintenance of natural areas. She has worked with many communities to assess landscape health and develop strategies for improving sustainability and ecological value. Two of her recent projects, the Willard's Woods Brook Restoration and the Capisic Pond Restoration, received awards for excellence in engineering.

- Anchorage Embankment Restoration Landscape Plan, Ogunquit, Maine
- Capisic Pond Park Restoration Plan, Portland, Maine
- Capisic Pond Watershed Study & Pond Restoration Plan, Portland, Maine
- Capisic Pond Restoration - Construction Phase, Portland, Maine
- Cliff Walk Landscape Management Plan, Fort Williams Park, Cape Elizabeth, Maine
- Clifton Street Drainage Improvements, Filtration Plantings, Portland, Maine
- Eastern Promenade, Portland, Maine
- Jacob's Ladder Trail Vegetation Management Plan, Lee, Massachusetts
- Long Creek Watershed Filtration Plantings, South Portland, Maine
- Riverside Vegetation Restoration Plan, Portland, Maine
- Rockland Avenue Outfall Naturalization Project, Portland, Maine
- Whipple Hill Stream Restoration Project, Lexington, Massachusetts
- Willard's Woods Brook Restoration Project, Lexington, Massachusetts
- Willard's Woods Invasive Plant Management Plan, Lexington, Massachusetts
- Valleyfield and Grassland Avenue Stormwater Project, Lexington, Massachusetts

Regina Leonard, PLA

Civic/Institutional/Historic

Over the course of her career, Regina has been involved with many institutional projects throughout New England, including work for Amherst College, University of Massachusetts, University of Southern Maine Portland and Gorham campuses, and at the Baxter School for the Deaf. Her experience also includes landscape preservation and restoration of significant and special landscapes, including the Fort Allen Park Landscape Restoration Project which received a Preservation Honor award from Greater Portland Landmarks in 2016.

- Amherst College Landscape Improvements & Plantings, Amherst, Massachusetts
- Bayside Village Seawall Feasibility Study & Conceptual Design, Northport, Maine
- Fort Allen Park Landscape Restoration Plan, Eastern Promenade, Portland, Maine
- French Hall Site Improvements, University of Massachusetts, Amherst, Massachusetts
- Frederick Harris Elementary School Memorial Garden, Springfield, Massachusetts
- Governor Baxter School for the Deaf, Dormitory Expansion Planning, Falmouth, Maine
- Headmaster's House Landscape, Loomis Chaffee School, Windsor, Connecticut
- Joshua Chamberlain Statue Project, Brunswick, Maine
- Mayor Baxter Woods Master Plan, Portland, Maine
- Municipal Complex Master Plan, Portsmouth, New Hampshire
- Municipal Building Sign Design, South Portland, Maine
- Public Library Signage & Landscape Improvements, South Portland, Maine
- Reiche School Master Plan Charrette, Portland, Maine
- Rondileau Campus Center, Bridgewater State College, Bridgewater, Massachusetts
- Restoration of the Sunken Garden at The Elms, Newport, Rhode Island
- Soujourner Truth Memorial, Florence, Massachusetts
- Touchstone School Master Plan, Grafton, Massachusetts
- Union College Circulation, Open Space & Parking Study, Schenectady, New York
- University of Southern Maine Arts Campus, Gorham, Maine
- University of Southern Maine Exeter Street Enhancement; Portland, Maine
- Ventfort Hall, Historic Plantings Assessment, Lenox, Massachusetts
- Vienna Town Hall Master Plan, Vienna, Maine
- York Village Master Plan & Preliminary Design | York, ME

Jon H. Whitten, Jr., PE

Project Manager

Jon H. Whitten, Jr. has over 20 years of civil engineering experience related to site development project management, design and permitting. Design experience includes private and public infrastructure, including roadways, utilities, stormwater management systems, and erosion control features for municipal, commercial and residential projects. Working on a wide range of projects of varying size and location, Jon has extensive management and coordination of Local, State and Federal zoning, natural resources and regulatory permits throughout the State of Maine. Specific types of projects Jon has managed include: Commercial Site Plans, Residential/Commercial Subdivisions, Condominium Development, Municipal/State Roadways and Utilities, Gravel and Rock Extractions, Solid Waste Facilities, Recreation Trails, Construction Administration/Observation, Post Construction Stormwater Inspections, etc.

jwhitten@cesincusa.com
(207) 989-4824

Professional History

2019 – Present

CES, Inc.
Project Manager

2015 – 2019

Plymouth Engineering Inc.
Senior Project Manager

2006 – 2015

Terradyn Consultants, LLC
Principal / Project Manager

1996 – 2006

Sebago Technics, Inc.
Project Manager / Project Engineer

Core Expertise

Site Design and Permitting

Utilities and Roads

Construction Administration/Oversight

Environmental Permitting

Education

B.S. Civil Engineering, University of Maine, Orono

Registrations

Professional Engineer,

State of Maine (#10414)

MDOT LPA Certified

Affiliations

American Society of Civil Engineers

National Society of Professional Engineers

Project Experience

Whole Oceans Aquaculture Facility | Bucksport, Maine

Jon currently serves as CES's Engineering Design Project Manager for the proposed Whole Oceans Aquaculture Facility, a large, state of the art, Land Based Aquaculture Facility, on the site of the old Verso Paper Mill in Bucksport, Maine. The project includes the development of approximately 22-Acres of new buildings and a myriad of support system components on a 104-Acre site. CES plays an important role as a member of the Whole Oceans Design Team, which is a collaboration of several consultants from various locations throughout the United States and Canada. CES, Inc., recently, successfully coordinated the submittal, review and approval of an Amended Site Location of Development Act (SLODA) Permit from the Maine Department of Environmental Protection and a Town of Bucksport Land Use Permit. Final design and construction planning are currently underway and CES continues to play a significant role in the preparation, coordination and permitting of these plans and documents.

Town of Baldwin | Baldwin, Maine

Jon served as Project Manager and Project Engineer for the stormwater modeling of over 200 acres of mountainous terrain to establish flow characteristics and flood levels at two problematic culvert crossings on Brown Road in Baldwin, Maine. The re-design of the culvert crossings included the installation of new, larger pipes as well as new vertical alignment for approximately 700 LF of roadway. Jon coordinated with FEMA and MDEP throughout the project design and construction observation for this project.

Dearborn Precision Tubular Products, Inc. | Fryeburg, Maine

Jon managed the campus planning and design, site grading, stormwater management and permitting for a large expansion of an existing site. The site included 22 acres of impervious area on a 76-acre parcel of land. Stormwater management features included catch basin and pipe system, dry swales, and large infiltration basins. Jon worked closely with a construction firm to obtain a Site Location of Development Permit from MDEP for this project.

Watchic Lake Association | Standish, Maine

Several waterfront properties on the eastern shore of Watchic Lake were experiencing degradation of their property due to lack of stormwater runoff control. Jon worked with landowners, Watchic Lake Association Members, the Town of Standish, and MDEP to develop a shared stormwater management system to responsibly convey runoff from the north side of Route 114 to Watchic Lake. Work included the use of natural, wooded wetlands to temporarily impound runoff, a serpentine, vegetated swale and a settling basin, swale and culvert system.

Residential Development Projects | Various Locations, Maine

Longfellow Street Condominiums, Westbrook, Maine – 12-unit condominium project with private access drive, public water and sewer, underground utilities, natural gas, and LID stormwater features.

Majestic Woods Subdivision, Westbrook, Maine

Patrick Drive, Scarborough, Maine

City of Westbrook, Maine

Addendum #1

Cornelia Warren Recreation Area

RFP Q+A

EXHIBIT D
BID TABLE

Bidder (firm or team) should complete the following bid table and submit with the full proposal to clearly state the critical project elements and the community priorities that ARE and/or ARE NOT included in their proposal + proposed lump sum cost estimate.

When completing the table, please note the following:

- With respect to COLUMN 2, be sure to state if any elements have an additional or stand-alone cost estimate associated with them specifically.
    - For example, if a geotechnical exploration is recommended, please specify this under "Other: geotechnical exploration ".
    - Any other additional or stand-alone elements should be clearly specified here.
- With respect to COLUMN 3:
    - YES indicates that the element or priority is included in the bidder's proposal + lump sum estimate
    - NO indicates that the element or priority is not included in the bidder's proposal + lump sum estimate
- With respect to COLUMN 4, any assumptions and/or clarifying comments should be included here.

City of Westbrook, Maine

EXHIBIT D – BIDDERS TABLE

See instructions on previous page. This completed table should be included with your proposal.

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Main Street Entrance	**Complete street scape design**	YES	Easement needed
	Conforming signage + LED lighting	YES	
	Vehicular, bicycle, pedestrian consideration	YES	
	Other: _____	NO	
	Innovative feature(s) included?	NO	
Trail System	**ADA accessibility**	YES	
	Security / LED lighting	YES	
	Fencing / guardrail	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	Stormwater Treatment
Parking Lot	**Design w/ 60+ parking spaces**	YES	
	ADA compliance	YES	
	Stormwater management	YES	
	Strategic LED lighting	YES	
	Camera + security system	YES	
	Other: _____	NO	
	Innovative feature(s) included?	YES	Surface/stormwater Treatment
Bathhouse	**Reconstructed or renovated design** (please specify)	YES	We recommend reconstruction/relocation of bathhouse
	ADA compliant design	YES	
	Demolition costs	YES	
	Exterior restrooms available	YES	utilize new design to support multiple uses for the building
	Fencing / gates	YES	
	WiFi system	YES	
	Other: _____	YES	combination of bath and pump house
	Innovative feature(s) included?	YES	solar, lighting, re-use of water, combining splash pad

City of Westbrook, Maine

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Pool	**Replace/repair pool gutter system**	YES	
	Fencing	YES	
	Small splash pad	YES	combine source of water with the pool system.
	Other: _____	NO	
	Innovative feature(s) included?	NO	
Pump House	New roof	YES	combine pump house with bathhouse in new building
	Pump + treat upgrades	YES	
	Connection to splash pad	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	stormwater treatment, re-use of water, solar use
Landscaping	**Create family-friendly gather areas**	YES	
	Invasive species management + strategic river views	YES	
	Plan selection (native, non-invasive, drought-resistant, salt-tolerant)	YES	
	Long-term maintenance plan	YES	
	Drainage + irrigation controls	YES	irrigation likely limited to cost estimating for future funding
	Natural playground	YES	re-use stockpiled materials to construct elements of playground
	Other: _____	YES	educational signage stations
	Innovative feature(s) included?	YES	combine landscape with drainage BMP's
Fraser Field	**New backstop + winged fencing**	YES	
	LED lighting	YES	
	Boosted WiFi	YES	
	Outfield safety net	YES	
	Future irrigation system	YES	irrigation likely limited to cost estimating for future funding
	Other: _____	NO	
	Innovative feature(s) included?	NO	

City of Westbrook, Maine

FACILITY	COLUMN 2 ELEMENTS AND PRIORITIES	COLUMN 3 YES/NO	COLUMN 4 ASSUMPTIONS OR COMMENTS
Warren Field	**Infield/mound improvements**	YES	
	LED lighting	YES	
	Boosted WiFi	YES	
	Fencing / guardrail	YES	
	Future irrigation system	YES	
	Other: _____	YES	
	Innovative feature(s) included?	YES	
Utilities	**Upgraded electrical systems**	YES	
	Buried electrical lines	YES	
	Integrated LED lighting plan	YES	
	Integrated security system	YES	
	Boosted WiFi	YES	
	Other: _____	NO	
	Innovative feature(s) included?	YES	Use of solar power
Planning + Permitting Support		YES	
	Meetings with the City	YES	
	Coordination with regulators	YES	
	Submittals to regulators	YES	
	Other: _____	YES	
	Innovative feature(s) included?	NO	
Construction bid documents		YES	
	Bid advertisement language	YES	
	Plans + specifications	YES	
	Opinion of construction cost	YES	
	Other: _____	YES	example contract language
	Innovative feature(s) included?	NO	

CES, Inc.
Professional Services Terms and Conditions

1. General

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between CES, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for lump sum type Agreements.

2. Services

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided that such litigation is unrelated to Consultant's indemnity hereunder.

3. Additional Services

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

4. Compensation for Services

Client agrees to compensate Consultant in accordance with the Proposal which may be on a lump sum, fixed unit, or time and materials basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. Except for lump sum pricing, Consultant's proposed price is its reasonable best estimate of the cost to perform the Services based upon information generally available to Consultant at the time the Proposal is prepared. It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a lump sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant may adjust its hourly rates at the beginning of each calendar year. Consultant will not raise its rates for any project in-progress prior to notice.

5. Schedules, Budgets, and Estimates or Opinions of Cost

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

6. Invoices and Payment Terms

Invoices will generally be submitted monthly. Lump sum will be billed as percentage complete during the billing period. In order to facilitate prompt payment to

lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding $10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

7. Suspension and Termination of Contract

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

8. Term

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

9. Standard of Care

The standard of care for all professional Services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's Services.

10. Construction Phase Services

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

11. Indemnification

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

12. Insurance

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than $3,000,000 each occurrence / $3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation Insurance - Statutory; b) Commercial General Liability insurance - $1,000,000 each occurrence / $2,000,000 aggregate; and c) Automobile

Liability - $1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

13. Limitation of Liability

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to $50,000 or the total amount of compensation received by Consultant, whichever is greater.

14. Confidentiality

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary, except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

15. Intellectual Property/Ownership of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

16. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

17. Record Retention

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

18. Force Majeure

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

19. Dispute Resolution

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

20. No Third Party Beneficiaries

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not

be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

21. Assignment
Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

22. Subcontracts
Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

23. Notices
All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

24. Precedence
These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed or like document.

25. Severability
If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

26. Legal Action
All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

27. Governing Law
This Agreement shall be governed and construed in accordance with the laws of the State of Maine.

28. Public Responsibility
Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

29. Survival
Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

30. Right of Entry
Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

31. Safety

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

32. Entire Agreement

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

CES, Inc.
Professional Services Terms and Conditions with Field Services

1. Site Access
Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be accomplished and the cost will be added to Consultant's fee.

2. Utilities and Subsurface Conditions
Consultant may rely on information regarding utilities and subsurface condition provided by Client or others. Consultant will have no liability for losses or damages of any kind related in any way to utilities and/or subsurface structures which were incorrectly marked or identified on maps, plans, specifications or other documents furnished to Consultant by Client, any third party and/or the property owner. It is understood that subsurface conditions may differ from those which may be expected based upon Consultant's discovery or general observations regarding the geological conditions of the project site. In the event that Consultant encounters differing subsurface conditions, Consultant will notify Client. Consultant assumes no risk or liability with respect to unforeseen conditions.

3. Samples
Consultant may discard all soil, rock, water, asbestos, and other samples sixty (60) calendar days after receipt of sample or at the expiration of the holding time of the test method employed, whichever is longer. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will store such samples at Client's expense.

4. Environmental Testing
Client agrees that if Consultant has been engaged for the purposes of conducting air or other environmental media testing services that Consultant is not liable in the event Client fails to pass such tests. Client, therefore, agrees to remit payment in accordance with the terms of this Agreement irrespective of the test results.

5. Asbestos and Mold Investigations
Client acknowledges the act of sampling suspect asbestos-containing materials or mold may affect, alter, or damage mechanical equipment and/or building components at, in, or upon the site. Consultant shall exercise due care when sampling but will not be liable for any effect, alteration or damage arising out of the act of sampling. Consultant will exercise reasonable efforts to limit damage to the site. The cost of restoration of the site because of any such damage has not been calculated or included in Consultant's fee.

6. Hazardous Substances
The Client warrants that the Client has informed the Consultant of any hazardous substances which may be present if the Client has knowledge or has any reason to assume or suspect that hazardous substances may be present at the project site. If during the course of performing the Services hazardous substances are encountered, Consultant retains the right to suspend work immediately

7. Subsurface Risks
Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice, may fail to detect certain hidden conditions. Environmental, geological, and geotechnical conditions that Consultant may infer to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at or near the site, actual conditions may quickly change. Client realizes that these risks cannot be eliminated altogether, but certain techniques can be applied to reduce them to a level that may be tolerable. The Services included in this Agreement are those which Client agreed to or selected, consistent with Client's risk preferences and other considerations.

8. Disposing of Hazardous Waste
It is acknowledged by both parties that Consultant's scope of Services includes acting as the agent of the Client for the purpose of authorizing the transport of

materials responsible for a Hazardous Environmental Condition. Client acknowledges that Consultant is performing such activities as a professional Service for Client and that Consultant is not, and shall not be required to become, an "arranger", "operator", "generator", or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). To the fullest extent permitted by law, the Client shall defend, indemnify, and hold Consultant harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to this project, the Remediation or the site, except to the extent that such claims, costs, losses, or damages result from the sole negligence of the Consultant in performing this function.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-110

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING FLOORING REPLACEMENT

That the Westbrook City Council hereby authorizes an award of bid to Carpet Specialist, Inc. of Westbrook, ME in the total amount of $7,600 for flooring replacement at the Westbrook Public Safety Building.

Funds available in budget line 40002000-58900-C1911.

First Reading: September 14, 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: Award of Bid - Public Safety Building Flooring Replacement

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

DATE: 09/03/2020

SUMMARY:

The Department of Engineering and Public Services requests authorization to contract with Carpet Specialist, Inc of Westbrook, Maine in the amount of $7,600 for Public Sefety Building replacement flooring. The department sought bids for the project with Carpet Specialist being the lowest, responsive bidder. The flooring to be replaced is the aging carpet in the two first floor conference rooms and connecting hallway. The flooring is beyond it's useful life and has several stains that cannot be removed. The proposed flooring will be a high quality vinyl plank which will be more resilient and stain resistant and is consistent with the type of floor coverings we are installing in all City buildings.

BUDGET LINES AFFECTED (IF APPLICABLE):

40002000-58900-C1911

OK
TAS
9/3/20

CARPET Specialist

P.O. BOX 344 • WESTBROOK, ME 04098
PHONE 854-1312 • FAX 854-1920

LETTER OF TRANSMITTAL

TO City of Westbrook
2 York St.
Westbrook, ME 04092

DATE 9/10/19

JOB

RE Public Safety Building

WE ARE SENDING YOU:

☐ QUOTE ☐ SAMPLES ☐ CHANGE ORDER ☐ SPECIFICATIONS

☐ COPY OF LETTER ☐ SHOP DRAWINGS ☐

Remove existing carpet and cove base in 2 conference rooms and hall. Dispose of. Prep subfloor. Furnish and install Philadelphia Commercial carpet, style Block by Block carpet tile and cove base in same.

$ 5,865.00

Furnish and install In the Grain II 20 mil vinyl plank in lieu of carpet tile

$ 7,600.00

Work to be done during normal hours
Moving to be done by owner.

SIGNED William P. Foye

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-111

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING KITCHEN RENOVATIONS

That the Westbrook City Council hereby authorizes an award of bid to C.M. Cimino, Inc. of Westbrook, ME in the total amount of $57,811.60 for kitchen renovations at the Westbrook Public Safety Building.

Funds in the amount of $40,000 available in budget line 40002000-58900-C1908.
Funds in the amount of $17,811.60 available in budget line 40002000-58900-C1911.

First Reading: September 14, 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: Award of Bid - Public Safety Building Kitchen Renovations

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

DATE: 09/03/2020

SUMMARY:

The Department of Engineering and Public Services requests authorization to contract with C.M. Cimino, inc of Westbrook, Maine in the amount of $57,811.60 for Public Sefety Building Kitchen Renovations. The department sought bids for the project with C.M. Cimino being the lowest, responsive bidder. Unfortunately, all of the bids were hgiher than twice the approved budget so staff worked with CMC to value engineer the project. The result of this process has brought the cost down $52,556.00 (10% added construction contingency bring the total to $57,811.60) which is still over budget but within the cost savings we have realized on other projects in the building. We propose to use the available balance in the HVAC/Flooring project to cover the $17,811.60 overage.

The kitchen renovation project is important for the occupants to the building, many of which eat and sleep during their long shifts. Attached is the latest proposal with a breakdown of the tasks to be performed under the contract. I will be in attendance at the next scheduled meeting to answer any questions you may have.

BUDGET LINES AFFECTED (IF APPLICABLE):

40002000-58900-C1908 ($40,000)
40002000-58900-C1911 ($17,811.60)

OK
TM
9/3/20

Carpet Stretch $7600

Sherwin Wm $7,882 Large, Small & Hallway

C.M.CIMINO INC.

3 WARREN AVE.
WESTBROOK, ME
04092

COMMERCIAL &
INDUSTRIAL
CONSTRUCTION

ANTHONY J. CIMINO
PRESIDENT

TEL. (207) 854-8876
FAX (207) 856-2254
EMAIL
ACIMINO@CMCIMINOINC.COM

DATE: June 29, 2020

TO: Office of the City Clerk
Westbrook City Hall
2 York Street
Westbrook, Maine 04092

ATTN: James DiEmedio

RE: City of Westbrook
Public Safety Building
Kitchen Renovations

PROPOSAL

(REVISED)

C.M. Cimino Inc. proposed to furnish all materials, equipment and labor to renovate the kitchen at the City of Westbrook Public Safety Building for the sum of **Fifty-Two Thousand Five Hundred Fifty-Six dollars ($52,556.00)**. The work includes but is not limited to the following:

- All necessary demolition and disposal
- Install new kitchen cabinets into existing kitchen layout
- Re-Use existing Stainless-Steel Countertops (no modifications)
- Repair cabinets in dining area
- Install new flooring in kitchen and dining areas only
- Paint all walls and window/door frames in kitchen and dining areas only
- Remove, store and reinstall existing appliances
- Install one (1) new sinks and faucet
- Reinstall existing garbage disposal under sink
- Existing ceiling and lights to remain
- Provide jobsite supervision
- Provide submittal/product review process
- Provide insurances including Builder's Risk

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-112

AUTHORIZING AWARD OF BID FOR PUBLIC SAFETY BUILDING FENCING

That the Westbrook City Council hereby authorizes an award of bid to Burns' Fencing, Inc. of Westbrook, Maine in the total amount of $76,000 and to Corey Electric of Westbrook, Maine in the total amount of $2,580 for fencing at the Westbrook Public Safety Building and for electrical work related to such project, respectively.

Funds in the amount of $7,000 available in budget line 40002000-58900-C1934.
Funds in the amount of $25,000 available in budget line 40002000-58900-C1937.
Funds in the amount of $10,000 available in budget line 40003000-58900-C1935.
Funds in the amount of $36,850 available in budget line 22002110-58900-02213.

First Reading: September 14, 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: Installation of a fence for the Public Safety Building rear employee parking lot

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 08/26/2020

SUMMARY:

See attached memo.

BUDGET LINES AFFECTED (IF APPLICABLE):

See attached.

Westbrook, Maine
POLICE DEPARTMENT

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

September 10, 2020

To members of the Westbrook City Council:

The Westbrook Police Department is requesting the authorization to install an 8-foot cyclone fence with security gates around the rear employee parking lot of the Public Safety Building. This is a project we have been looking to accomplish for years. Given the recent civil unrest and cases nationally of some people's focus on targeting law enforcement equipment to damage/destroy it, we have prioritized this project with the goal of protecting the City's investment in our fleet and equipment and employees' personal vehicles and belongings.

Currently, the parking lot is wide open, giving the public full access to where our cruisers and employees' personal vehicles are parked. On a daily basis, other motorists and pedestrians travel through the lot. And, on regular occasion, the public will park in the employee lot, taking up needed spaces for employees. We have had some instances in the past few years where police cruisers and employee's vehicles have been tampered with and damaged, examples include police and personal vehicles being keyed/scratched, individuals taking pictures and video of our fleet, including our unmarked vehicles, and an officer's gas tank tampered with. Fencing the lot in will safeguard our cruisers and the personal vehicles of our employees.

The installation of this fence will not result in the loss of any parking spaces. And, we have consulted with Public Services Director Dudley in relation to snow plowing and removal; he advises his staff will be able to plow and remove snow with minimum modifications.

In addition to the actual vehicles, everyone of our cruisers and unmarked cars have special equipment stored in them. While this equipment is stored in different compartments such as the trunk and locked storage box in the back of the SUVs, it can be accessed relatively easily if someone has the desire to get to it.

We solicited bids from three local companies: Burns Fencing, Maine Line Fencing, and Gorham Fence Company. Maine Line Fencing and Gorham Fence Company both declined to bid. Burns Fencing submitted a bit of $76,000 for the project. The electrical work for the project will be done by Corey Electric, and will cost $2,580. The total cost of this project will be $78,580. Funding for this project will be allocated as follows:

$7,000	40002000-58900-C1934
$25,000	40002000-58900-C1937
$10,000	40003000-58900-C1935
$36,850	22002110-58900-02213

Sincerely,

Janine L. Roberts
Chief of Police

Proposal

BURNS' FENCING INC.
Highway Guard Rail • Chain Link • Cedar Fence • Vinyl • Ornamental
14-2 Rochester Street • PO Box 395 • Westbrook, Maine 04098
Phone: 207-854-2463 • Fax: 207-854-3636
www.burnsfencing.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Artie Ledoux	854-0644	August 3, 2020
STREET: 371 Saco Street	JOB NAME: Public Safety Building	
CITY, STATE and ZIP CODE: Westbrook, Me 04092	JOB LOCATION: 570 Main Street- Westbrook	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish and install:

1. 3 - SL-150 DC slide gate operators with battery backup ½ H.P. 115/230 AC single phase.
2. 2 - sets of IRB-Mon Photo Beams on each gate (6 total).
3. 3 - 5' high Miller Safety edges at each draw-in post. Each gate will have one safety and one free exit loop saw cut and sealed into the roadway.
4. 1 - 42" black standard gooseneck pedestal post.
5. 1 – DoorKing deluxe digital keypad with 100 code capacity.
6. 20 - # 4 button transmitters, 1- AP 5 receiver in each gate.
7. 2 – 1520-081 DoorKing controller with 1000 code chip (for control of long-range proximity card readers).
8. 2 – AY -U920 - RFID long range proximity readers.
9. 200 – Tamper Proof 26-bit windshield tags.

TOTAL COST - $42,000.00

E.A. BURNS' FENCING, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the Company is not notified of existence and locations of same in writing. E.A. BURNS' FENCING, INC. assumes no responsibility for the location of property lines. If we should have to drill because of ledge or other materials, $28.50 extra per hole will be charged. If we should have to use concrete, there will be an additional charge of $15 per post. It is the homeowner's responsibility to check local code requirements for your fencing and to obtain any necessary building permits. All materials will remain the property of E.A. BURNS' FENCING, INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
FORTY-TWO THOUSAND AND 00/100 dollars ($ 42,000.00).

Payment to be made as follows:

PAYMENT DUE 30 DAYS AFTER COMPLETION OF JOB

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature: Peter Levecque

Note: This proposal may be withdrawn by us if not accepted within 10 days. LJ

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

Proposal

BURNS' FENCING INC.
Highway Guard Rail • Chain Link • Cedar Fence • Vinyl • Ornamental
14-2 Rochester Street • PO Box 395 • Westbrook, Maine 04098
Phone: 207-854-2463 • Fax: 207-854-3636
www.burnsfencing.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Artie Ledoux	854-0644	August 3, 2020

STREET	JOB NAME
371 Saco Street	Public Safety Building
CITY, STATE and ZIP CODE	**JOB LOCATION**
Westbrook, Me 04092	570 Main Street - Westbrook

ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

We propose to furnish and install 360 L.F. of 8' high galvanized chain link fence with 1 - 24'wide and 2 - 20' wide single slide gates. These will be an aluminum slide gate with an Internal track system manufactured by Tymetal Corp. We will use 1 5/8" top and bracing rails, 2 ½ line posts, 3" terminal posts, and 4" gate posts. There will also be a 7 gauge bottom tension wire. The gate posts are to be set in concrete; all other posts are to be driven.

TOTAL COST - $34,000.00

E.A. BURNS' FENCING, INC. assumes no responsibility for any damage to underground pipes, power lines, etc. in the process of installing posts, if the Company is not notified of existence and locations of same in writing. E.A. BURNS' FENCING, INC. assumes no responsibility for the location of property lines. If we should have to drill because of ledge or other materials, $28.50 extra per hole will be charged. If we should have to use concrete, there will be an additional charge of $15 per post. It is the homeowner's responsibility to check local code requirements for your fencing and to obtain any necessary building permits. All materials will remain the property of E.A. BURNS' FENCING, INC. until all invoices pertaining to this job are paid in full. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
THIRTY-FOUR THOUSAND AND 00/100 dollars ($ 34,000.00).

Payment to be made as follows:
50% DUE WITH ACCEPTANCE; BALANCE DUE UPON JOB COMPLETION.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature: Peter Levecque

Note: This proposal may be withdrawn by us if not accepted within 10 days. LJ

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance: _____

609 Main Street STE # 3
Westbrook, ME 04092
Phone: 207-591-8151 Fax: 207-591-8153
www.coreyelectric.com

Date: 7.27.2020

To: Westbrook PD

Re: Power for Gate

To install power from building to both gates located in the rear parking lot. Power coming from the Panel in the Fire Bay area.

Labor $2,080.00

Digging by others
Material on city account estimated cost for this material $500.00
City Lift to be used

Labor and Material Cost: $ 2,580.00

*This estimate is good for 30 days due to material fluctuation
*This estimate excludes any concrete, pole bases, transformer pads, transformer vaults, cutting, patching, painting, excavation, Consolidated Communications charges, or Spectrum Cable charges.

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-113

AUTHORIZING ACCEPTANCE & EXPENDITURE OF DONATION FOR WESTBROOK RECOVERY LIAISON PROGRAM

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a donation in the total amount of $3,054 from Climb 4 Recovery to be applied toward the Westbrook Recovery Liaison Program.

Donation to be deposited into revenue line 22002110-46400-02214.

First Reading: September 14, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Acceptance of Donation from Climb 4 Recovery to the Westbrook Recovery Liaison Program

REQUESTED BY: Captain Steven Goldberg - Westbrook Police Department

DATE: 09/01/2020

SUMMARY:

The Westbrook Recovery Liaison Program (WRLP) has received a very generous donation of $3,054 from Climb 4 Recovery. This donation would be used to further WRLP's goals of providing treatment and support to community members with a substance use disorder.

BUDGET LINES AFFECTED (IF APPLICABLE):

WRLP Revenue 22002110 46400 02214

OK
TAA
9/1/20

CITY OF WESTBROOK, MAINE

IN CITY COUNCIL

Date: September 14, 2020

Order: 2020-114

AUTHORIZING ACCEPTANCE & EXPENDITURE OF FY 18 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS

That the Westbrook City Council hereby authorizes the acceptance and expenditure of a FY 18 Edward Byrne Memorial Justice Assistance Grant in the amount of $35,075 and further authorizes the expenditure of said grant for supplies and equipment outlined in the attached exhibit.

Grant funds to be credited to revenue line 22002110-43100-02211.
Funds in the amount of $35,075 to be deducted from expense line 22002110-59000-02211.
Funds in the amount of $10,249.47 to be deducted from expense line 22002110-58900-02213.

First Reading: September 14, 2020 Second and Final Reading:

Attest:

City Clerk Mayor

CITY OF WESTBROOK, MAINE

2 York Street, Westbrook, ME 04092

REQUEST FOR COUNCIL ACTION

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

PROPOSED TITLE: Acceptance & Expenditure of FY 18 Edward Byrne Memorial Justice Assistance Grant

REQUESTED BY: Captain Steve Goldberg, Westbrook Police Department

DATE: 09/04/2020

SUMMARY:

This is a request to accept and expend a $35,075 Federal Edward Byrne Memorial Justice Assistance Grant, along with a request to approve additional funding allocations necessary for the following items:

PROPOSED EXPENDITURES (Total $45,324.47)

$2,700.00	Digital Cameras
$297.00	Pelican Cases
$3,136.24	Four (4) Standard Rifles
$1,886.52	Two (2) Compact Rifles
$1,079.86	Optics
$27,749.85	Utility Terrain Vehicle
$8,475.00	Portable Speed Radar Signs

DEPOSIT GRANT FUNDS INTO BUDGET LINE

$35,075.00 FY 18 JAG Revenue (22002110-43100-02211)

DEDUCT FUNDS FROM BUDGET LINES (Total $45,324.47)

$35,075.00	JAG Expense (22002110-59000-02211)
$7,825.85	Police Detail Expenses (22002110-57320 -02213)
$2,423.62	Miscellaneous Vehicle Fees (22002110-58900-02213)

BUDGET LINES AFFECTED (IF APPLICABLE):

See above OK

Westbrook, Maine
POLICE DEPARTMENT

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

September 4, 2020

To members of the Westbrook City Council:

As part of your agenda, you will see that the Westbrook Police Department has requested the acceptance of a FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) and the subsequent expenditure of some of the funds. This paper has been authored to provide further information into the grant and the reasoning behind our expenditures request.

Grant Overview

JAG is an annual grant program run through the United States Department of Justice (DOJ). It is the leading source of Federal justice funding to state and local jurisdictions. Grants are awarded to local police departments based upon their violent crime statistics and their population. Westbrook PD has been eligible for funding every year since at least 2016, and was eligible for most, if not all of the years prior to that. We are typically awarded anywhere between $11,000 and $16,000 a year. For the current JAG that is up for approval, we were allocated more funds than normal, because Portland PD had to decline their award that year, so the DOJ split Portland's award money between the Westbrook and South Portland Police Departments. In total, we were awarded $35,075.

JAG funds can be used for equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. JAG funds can also be used to provide additional personnel, but because of the low amount of our award, that has never been a realistic option. JAG funds, similar to forfeiture funds, cannot be used to supplant law enforcement funding, but to supplement it. There are restrictions on what JAG funds can be used for. They cannot be used for real estate, construction projects, and luxury items. JAG funds cannot be used as the 50% match for our Bulletproof Vest Partnership grant. Tactical vehicles and drones are also prohibited purchases with JAG funds.

In the past few years we have used JAG funds to purchase crash reconstruction laptops, tasers, taser training cartridges, a pepperball launcher, pepperball training ammunition, a less-lethal shotgun and training rounds, firearms training ammunition, flashlights, evidence processing tools, a domestic violence victim alarm, building entry tools, and rifles. Just in the last few years alone, JAG funds have totaled nearly $43,000. This funding has allowed the police department to purchase equipment that allows officers to more effectively do their job, provides them the tools they need to respond to calls and investigate crimes, improves the safety of the officers, and helps keep the community safe.

We are seeking to use these new JAG funds to address a number of needs.

Digital Cameras
We are seeking to purchase nine (9) digital cameras. Our current digital cameras are old, so they stop working sometimes, and have outdated technology. This has affected the quality of photographs that we have taken at scenes, which affects the quality of our evidence and cases. You only get one chance to photograph a crime scene, so it is important that we have the right equipment to do so. The purchase of the new cameras will greatly enhance our ability to photograph scenes and evidence, and that will improve the quality of the cases we investigate, thus providing a better service to crime victims. To safeguard the new cameras and ensure they do not get damaged, we will be seeking to purchase pelican cases for each of them. The pelican cases are tough and are able to protect anything inside them from damage. This will extend the lifespan of the cameras and reduce future replacement costs. The total cost for the cameras is $2,700, and the pelican cases will cost $297. The cameras will be purchased through Best Buy, as our Evidence Technician found a camera there that is of high quality and comes at a reasonable price. The pelican cases will be purchased through Grainger.

Rifles & Optics
We are seeking the purchase of four (4) standard rifles and two (2) compact rifles, with optics for each rifle. We continue to see an increase in individuals armed with firearms, particularly rifles and shotguns. This poses a danger to officers and the community, and it is imperative that we provide officers with the proper equipment to respond to these dangers. The purchase of these rifles will enhance the ability of our officers to respond to emergencies where a person is armed, and it will better protect the officers and the community. While we have rifles currently, this purchase will help us have rifles more readily available for patrol officers, detectives, and officers assigned to special details. All officers are trained on the use of rifles, qualify on them annually, and are governed by our Use of Force policy when using them. The cost for the four standard rifles is $3,136.24, and the two compact rifles will cost $1,886.52. The optics for all the rifles will cost $1,079.86. For the purchase of the rifles, we are requesting a direct purchase from the manufacturer, Windham Weaponry of Windham, ME. All of our current patrol rifles are manufactured by Windham Weaponry, and these rifles are deployed in our vehicles and our officers are trained in their use. Continuing with the same rifle and manufacturer will help us maintain consistency with the training and deployment of the weapon system. While there are many M4 rifle manufacturers in the United States, the quality and costs can vary. Windham Weaponry makes a very durable product and their customer service is excellent. Due to our proximity to Windham Weaponry, getting replacement parts and/or armorer services is timely and keeps our rifles operational.

Utility Terrain Vehicle
The Police Department is seeking to purchase a new utility terrain vehicle (UTV). A UTV is an off-road all-terrain vehicle. Our current UTV is 10 years old and can only accommodate two or three people. It has suffered a lot of wear and tear from its use and is not always online for everyday deployment. We have worked with the Fire Department to outfit the old UTV with a patient transport litter to help them respond to emergencies where someone is injured and needs a medevac. The UTV is an important tool to give the Westbrook Public Safety team the operational capability to patrol and respond to emergencies in hard to reach areas of the City. Some of the critical infrastructure within the City is difficult to get to and/or patrol. Some examples of this critical infrastructure are Sappi Fine Paper, Northeast Maritimes Pipeline, Spring Harbor Hospital, Idexx laboratories and Calpine Corporation. The UTV is also used to respond to emergencies in the City's improving trail system, to include the City Forest and parts of the Riverwalk. It is the only City owned vehicle that has the capability quickly respond to emergencies on the trails and it is also deployed at special events such as Westbrook Together Days, parades, and Rock Row concerts. The new UTV seats up to 6 people and this will significantly increase our ability to deploy sufficient personnel to emergencies that require extra manpower. The cost of the new UTV is $27,749.85. Of that cost, $19,924 will be from the FY 2018 Byrne JAG Grant, and $7,825.85 will be from revenue lines. The Polaris Government and Defense program offers significant savings to government

entities. By having Polaris build the UTV exactly how we like and with the type of equipment we need, we will get the UTV in service quicker and with less labor costs. With our prior UTV, we did not do this, and the addition of all the necessary emergency equipment, such as lights, led to additional costs and some wiring issues with the UTV. This will be a single source bid due to the fact we intend to make the purchase through The Government and Defense program to capitalize on the savings offered through the program.

Portable Speed Radar Signs

Lastly, the Police Department is requesting two (2) portable radar speed measuring signs to be used throughout the City to assist in our speed enforcement efforts. The units will measure and display vehicle speeds, display the posted speed limit, and flash a light warning motorists to slow down if they are traveling excessively over the speed limit. The units also capture and log vehicles for statistical reports, which we use to determine and focus officers' traffic enforcement efforts. We propose to purchase 8 additional mounting brackets at the estimated cost of $800. These brackets will minimize the time it takes to mount the signs at different locations around the city. This purchase will be funded with $6,051.38 from the 2018 JAG grant, with the remaining amount of $2,423.62 to be deducted from the Cruiser Fee line. The Police Administration respectfully asks for Council approval to purchase the two (2) Kustom speed radar signs from Kustom Signals, Inc. for the total purchase price of $8,745 ($3,730/sign, Android programming tablet $215, and $100/bracket). The Police Department attempted to get additional quotes from Mike Martin of MSM Public Safety, whom we have purchased items before, and Kevin Anderson of Stalker Radar, who had previously contacted PD, but received no response from either company.

Should there be any further questions about the grant or our requested expenditures I am happy to answer them and provide further detail.

Sincerely,

Steven Goldberg
Captain
Westbrook Police Department

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Cities of South Portland and Westbrook and the County of Cumberland for the administration of the FY 2018 Edward Byrne Memorial Justice Assistance Grant.

I. Purpose

The purpose of this MOU is to establish guidelines for the administration and expenditure of funds pursuant to a grant under the 2018 Edward Byrne Memorial Justice Assistance Grant Program.

II. Mission

The Edward Byrne Memorial Justice Assistance Grant is a funding program administered by the Office of Justice Programs in order to support law enforcement, courts, corrections, treatment, victim services, technology and prevention initiatives that strengthen the nation's criminal justice system. The grant program is as outlined in the attached application form and is incorporated hereto by reference.

III. Authority

The South Portland Police Department (SPPD) will serve as the applicant and fiscal agent for the grant program. The SPPD's Deputy Chief, the Principal Administration Officer / Finance (PAO), shall administer the grant and submit all required reports to the Office of Justice Programs Grants Management System. The Grant Administrator (PAO) shall have the authority to promulgate any rules, regulations or procedures necessary to the operation of the grant program and this agreement.

IV. Allocation of Funds

As determined by the United States Department of Justice, the South Portland Police Department (SPPD) will receive $38,895; the Westbrook Police Department (WPD) will receive $35,075; and the Cumberland County Sheriff's Office (CCSO) will receive $19,846. The City of South Portland agrees to reimburse WPD and CCSO from the grant allocation for purchases made in accordance with the grant guidelines and properly submitted to the SPPD.

V. Expenditures

The Cities and County shall each be responsible for its agency's expenditures of grant funds and agrees that expenditures will be made in accordance with the guidelines and restrictions of the 2018 Edward Byrne Memorial Justice Assistance Grant program. Expenditures may include, but are not limited to, training, personnel, equipment, supplies and information systems.

VI. Personnel

Personnel hired under the 2018 Edward Byrne Memorial Justice Assistance Grant Program will become the employee of the respective hiring agency. The employee will be added to the hiring agency's payroll and covered by that agency's Worker's Compensation Insurance.

All agency personnel are to be advised that they are not prohibited or restricted from sending or receiving information about a person's immigration status to any federal, state, or local entity.

VII. Equipment

Subject to grant guidelines and restrictions, equipment may be purchased by any agency using the funds allotted to that agency. Such equipment will become the property of the purchasing agency and will be maintained and inventoried by that agency. Receipts for equipment purchases must be submitted to the South Portland Police Department Principal Financial Officer for reimbursement.

VIII. Training

Grant funded training may be accomplished by any agency in accordance with the guidelines and restrictions of the Byrne grant program. Receipts for training must be submitted to the South Portland Police Department Principal Financial Officer for reimbursement.

IX. Records and Reports

Records regarding performance of the grant obligations will be maintained by the respective agencies. Each agency will be afforded full access to any records and reports regarding the grant program regardless of who creates, maintains or stores the records.

WPD and CCSO agree to submit quarterly progress reports to SPPD regarding the execution of the grant programs including, but not limited to, performance measures and program assessment data.

X. News Media

The Cities or County may respond to media inquiries reference this grant program.

XI. Release of Liability

Each governmental entity shall be responsible for the acts or omissions of its employees, whether or not those acts or omissions are the result of intentional, knowing, reckless or negligent conduct. Each party agrees to indemnify and hold harmless the other party for

the acts and omissions of its own employees. Participating agencies or their employees shall not be considered as agents of the other participating agency. Nothing herein waives or limits sovereign immunity under federal, state or constitutional law, including, but not limited to immunity pursuant to the Maine Tort Claims Act.

XII. Duration

This agreement shall become effective upon proper execution and, unless amended by agreement of the parties and the Byrne Justice Assistance Grant Program, will remain in effect for the duration of the grant program described herein.

In witness whereof, the parties hereto cause this agreement to be executed by proper officers and officials.

City of South Portland

By: _____
Scott Morelli

Title: City Manager

Date: 11/14/19

County of Cumberland

By: _____
James Gailey

Title: County Manager

Date: _____

City of Westbrook

By: _____
Michael Sanphy

Title: Mayor

Date: 11/14/19

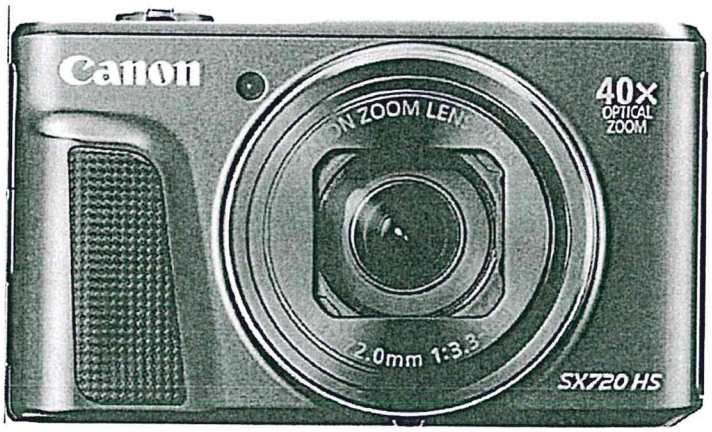
Important Update: See the latest on our stores, services and safety plans. Learn more

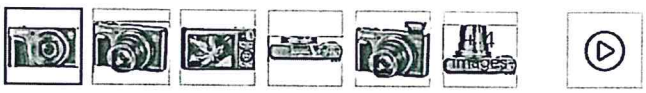
Canon

Canon - PowerShot SX720 HS 20.3-Megapixel Digital Camera - Red

Model: 1071C001 SKU: 5015100

4.6 (2,070 Reviews) | 8 Expert Reviews | 88 Answered Questions





Price Match Guarantee

$299.99 | $25.00/mo.*

suggested payments with 12-Month Financing

Show me how >

15-day free & easy returns Learn more

Free item with purchase

Open-Box: from $239.99

Protect your point and shoot camera

(513)

- 1-Year Accidental Geek Squad Protection — $29.99 About $2.50/mo.
- 2-Year Accidental Geek Squad Protection — $59.99 About $2.50/mo.
- 3-Year Accidental Geek Squad Protection — $74.99 About $2.08/mo.

Help

Learn more

You might also need

- SanDisk - Ultra Plus 128GB SDXC UHS-I Memory Card — $29.99 ~~$39.99~~

Pick up in 1 hour at Portland

Change pickup location

Act Fast – Only 2 left at your store!

Shipping: FREE Shipping by Mon, Aug 24 to 04092

Add to Cart

Build A Bundle

Compare Save

We're here to help.

Chat Now

GRAINGER.

COVID-19 Recovery: Products and solutions to help your business move forward. Get Started >

Product Categories / Safety / Gas Detection / Protector Cases / Black Protective Case, Mfr. Series Pelican Clas...

Print Email

Black Protective Case, Mfr. Series Pelican Classic

Item # 20FZ27 Mfr. Model # 1120 WL/WF BLK Catalog Page # N/A UNSPSC # 53121705

Web Price

$33.00 / each

Shipping Pickup

Expected to arrive **Fri. Aug 21.**

Ship To 04092 (Change)

Qty 1

Add to Cart

Item	Protective Case
Mfr. Series	Pelican Classic
Color	Black
Construction	Copolymer Polypropylene

Categories based on your search

Safety

Gas Detection

Protector Cases

Abrasive Blasting

Chat with an Agent

Scarborough, ME | Open until 8pm

Cabela's

6

Offering Contactless Curbside Pickup | Free 2-Day Delivery with FedEx.

Safely serving our communities. Our latest COVID-19 Updates. | More Info

Shopping Cart

Order Pickup at Cabela's
Scarborough, ME
Change Store

Product		Availability	Quantity	Price	Subtotal
	Vortex Spitfire Prism Scope SKU:2388354 Remove | Move to Wish List	Ship to Address Limited Stock Free Ship to Store	4	$169.97	**$679.88**

We updated our site!
Please look around and let us know
your thoughts on this survey.

Scarborough, ME | Open until 8pm

Cabela's

6

Vortex SPARC AR Red Dot Sight

SKU:2825520

Remove | Move to Wish List

Ship to Address

Free Ship to Store

Scarborough, ME

2

$199.99

$399.98

Promo Code

Apply

Product Subtotal	**$1,079.86**
Total	**$1,079.86**

Guest Checkout

Continue as Guest

Returning Customers

Email

Quote

Windham Weaponry, Inc.
999 Roosevelt Trail
Windham, ME 04062
Mark Eliason

Office: 207.893.2223
Fax: 207.893.1623

Order No.:	
Date:	8/26/2020
Terms:	Net 30

Contact:	Capt. Sean Lally	
Company/Agency:	Westbrook Police Department	
Bill to Address:	570 Main st	
City, State, Zip:	Westbrook ME 04092	
Ship to Address:	**same as above**	
City, State, Zip:		
Telephone:	207-854-2531	Cell:
Email:	slally@westbrook.me.us	

Item Number	Description	Qty	Unit Price	Total
R16M4FTT	16"M4 Profile barrel, dual heatshield carbine	4	$757.70	$3,030.80
	handguards, flat top upper and telescoping stock			
FS-SMFFS	Samson aluminum front flip sight-installed	4	0.00	
FRS-A2	Samson aluminum rear flip sight-installed	4	$0.00	
ENDPL-AMBI	Ambi-endplate-installed	4	$0.00	
SLING-BH1PT-BK	Blackhawk single point sling	4	$26.36	$105.44
	*Mode of fire is safe/semi-auto			
	Each rifle comes with (1) 30 round magazine			
	In a hard plastic case with a black nylon			
	sling and an operators manual and a lifetime			
	transferable warranty			
	This is a Dept. Purchase Price			
			Total	**$3,136.24**

Terms & Conditions of Sale: The above price includes shipping	
Payment Terms:	Net 30 from the date of the invoice.
Terms of Delivery:	Estimated delivery date will be provided upon receipt of original purchase order.
Validity of Offer	Quote is good for 60 days for the date above.

QUOTE

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

gov.info@polaris.com
www.polaris.com

Contact Information:
Name: Sean Lally
Email: slally@westbrook.me.us
Phone: 2078540644
Fax:

Quote Number: QUO-18196-M8L8K5
Revision #: 1
Date: 9/2/2020 9:02 PM
Quote Expires: 9/10/2020

Bill To:
Westbrook PD
570 Main St

Westbrook, ME 04092

Ship To:
Westbrook PD

570 Main St

Westbrook, ME 04092

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R20RSE99AP	1	RANGER Crew XP 1000 Premium, Steel Blue- 49 State	$18,099.00	$16,806.72	$16,806.72
2883274	1	Crew 1000 / Crew XP 1000 Poly Sport Roof	$539.99	$451.58	$451.58
2883300	1	1000 / XP 1000 / Crew 1000 / Crew XP 1000 Hardcoat Poly Windshield (will accept Wiper)	$519.99	$434.85	$434.85
2882711	1	1000's Polaris Dual Speed Pro HD 4500 LB Winch (synthetic rope)	$849.99	$710.82	$710.82
Black Body Panels	1	Black Body Panels		$549.95	$549.95
2883979	1	Deluxe Emergency Light Kit	$7,751.99	$6,482.77	$6,482.77

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	90 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
2883981	1	100 W Siren & PA System (works with Deluxe Light Kit only)	$2,496.99	$2,088.16	$2,088.16

Comments: Ben Fearing | Sr. Inside Sales
Polaris Government & Defense | 2100 Highway 55 | Medina, MN 55340
866-468-7783
gov.info@polaris.com | polaris.com

SUBTOTAL	$27,524.85
INSTALL*	$225.00
FREIGHT	$0.00
TAX	$0.00
TOTAL	$27,749.85

*Installation Pricing is Open Market

Acceptance and Payment Information

Wire Payment:
US Bank
602 2nd Ave South
Minneapolis, MN 55402

Phone: 1-888-799-4737
ABA#: 091 000 022
Acct#: 1 702 2513 9170
Ref: Polaris Direct Zephyrhills Police Department
PO#:

Ship To Address:	Billing Address:
Name:	Name:
Address:	Address:
Address:	Address:
Address:	Address:
City, State & ZIP:	City, State & ZIP:
Contact Name:	Contact Name:
Phone:	Phone:
Alternate Contact Name:	Alternate Contact Name:
Alternate Phone:	Alternate Phone:
Email:	Email:

Credit Card Holder:

Polaris Sales Inc
2100 Hwy 55, Medina (Hamel), MN 55340
Phone: 866-468-7783 Fax: 763-847-8288

QUOTE

gov.info@polaris.com
www.polaris.com

Credit Card Type: VISA / Mastercard

Card Number:

Expiration Date:

To accept this quotation, sign here and return: _____

Printed name: _____

Quotation

KUSTOM SIGNALS, INC.
9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Date 08/25/2020

To... LT D thompson
WESTBROOK POLICE DEPT

570 MAIN ST
WESTBROOK ME 04092-4341

Quote # -237999895549NG
Terms Per Approved Terms
This Quote Expires on 11/23/2020
Phone 207-854-0644
Fax 207-854-0648

Qty	Product Description	UnitPrice	SubTotal
2	PMD 12 Solar - 12" Amber LED display w/flashing digit, Red/Blue lightbar & white strobe violator alerts, ambient light sensor, Bluetooth, 50W solar panel, 26Ah battery w/external enclosure/mounts, MUTCD "YOUR SPEED" sign, FREE Android app w/traffic data	$3,730.00	$7,460.00
8	Spare mounting kit - includes mounting bracket, strap kit, and sign post mounting hardware.	$100.00	$800.00
1	Android Tablet with Bluetooth loaded with Kustom Console App for wireless display programming and traffic data retrieval	$215.00	$215.00

Total $8,475.00

Signature

*** Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.**

Toll Free 800-4KUSTOM (800-458-7866)

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyermay terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219