(Revised- April 8th)
BRUNSWICK TOWN COUNCIL
Agenda
April 11, 2011
7:00 P.M.
Municipal Meeting Room
Maine Street Station
16 Station Avenue

Roll Call

Pledge of Allegiance

Public Comment:

Correspondence:

Adjustments to the Agenda:

MANAGER'S REPORT:

(a) Council Committee Updates
(b) Information on downtown road work being done by Brunswick-Topsham Water District
(c) Acceptance of the Maine Association of Substance Abuse Programs Subcontract for Prevention Services and Approved Expense Reimbursement Grant
(d) Acceptance of the Strategic Underage Drinking Grant
(e) Budget Update
(f) Longfellow School Phase I Environmental Assessment/Study

PUBLIC HEARINGS

30. The Town Council will hear public comments on an Alcoholic Beverage license application, and will take any appropriate action. (Manager)

Full-Time Malt
Harris Golf, Inc.
D/B/A: Mere Creek Golf Course Jeffrey Harris
41 Merriconeag Dr.

HEARING/ACTION

31. The Town Council will hear public comments on the proposed Property Assessed Clean Energy (PACE) Ordinance, and will take any appropriate action. (Councilor Atwood, Councilor Tucker, and Councilor Pols)

HEARING/ACTION

NEW BUSINESS

32. The Town Council will discuss residents' request to have the Town accept the seven fire hydrants in Willow Grove, and will take any appropriate action. (Councilor Pols)

ACTION

33. The Town Council will consider a lease agreement for parking with Brooks Farm and Feed, and will take any appropriate action. (Manager)

ACTION

34. The Town Council will consider notifying the appropriate Federal authorities that the Town of Brunswick is no longer interested in acquiring the Shooting Range facility at NASB, and will take any appropriate action. (Manager)

ACTION

35. The Town Council will consider a request for Sellers of Prepared Food on Public Ways for outdoor seating for Gelato Fiasco, 74 Maine Street, and will take any appropriate action. (Manager)

ACTION

36. (ADDED) The Town Council will consider setting a public hearing to eliminate reverse angle parking on Station Avenue, and will take any appropriate action. (Manager)

ACTION

37. (ADDED) The Town Council will consider accepting the Constructive Possession for Surplus Federal Property at NASB – East Brunswcick Remote Radio Transmitter Site, and will take any appropriate action. (Manager)

ACTION

<u>CONSENT AGENDA</u>

(a) Approval of the Minutes of March 21, 2011
(b) Appointment of Jeff Hutchinson as Codes Officer and Local Plumbing Inspector with a term to expire on 05/03/2012
(c) Appointment of Carl Adams as alternate Codes Officer and alternate Local Plumbing Inspector with a term to expire on 05/03/2012
(d) Approval of Utility Location Permits from the Brunswick & Topsham Water District to replace a main on a section of Summer Street and on sections of Maine Street and Park Row
(e) Approval of Quit Claim Deeds for properties located at

Map 051 Lot 001 Sub 000 Typ 468
Map 051 Lot 001 Sub 000 Typ 185
Map 017 Lot 011 Sub 000 Typ 000
Map 051 Lot 001 Sub 000 Typ 098
Map 022 Lot 054 Sub 000 Typ 176
Map 051 Lot 001 Sub 000 Typ 460
Map 051 Lot 001 Sub 000 Typ 311
Map 022 Lot 054 Sub 000 Typ 155
Map U13 Lot 071 Sub 000 Typ 000

(f) Approval of games of chance for the St. John the Baptist Parish Bazaar on June 16, 2011, June 17, 2011, and June 18, 2011

INDIVIDUALS NEEDING AUXILIARY AIDS FOR EFFECTIVE COMMUNICATION SHOULD CONTACT THE TOWN MANAGER'S OFFICE AT 725-6659 (TDD 725-5521)

Brunswick Town Council
Agenda
April 11, 2011
Council Notes and Suggested Motions

MANAGER'S REPORT:

(a) Council Committee Updates: Councilors on the Committees will share information on their activities with the Council and the public.

Suggested Motion: No motion is required.

(b) Information on downtown road work being done by Brunswick-Topsham Water District: This item is to inform the public about road work being done in the downtown area starting on April 11.

Suggested Motion: No motion is required.

(c) Acceptance of the Maine Association of Substance Abuse Programs Subcontract for Prevention Services and Approved Expense Reimbursement Grant: The Police Department received this $2,500 grant to be used to reduce illegal drinking or alcohol-related law violations for underage drinking. There is no town match required. A representative from the Police Department will be at the meeting to answer any questions. A copy of the grant is included in your packet.

Suggested Motion
Motion to accept the Maine Association of Substance Abuse Programs Subcontract for Prevention Services and Approved Expense Reimbursement Grant in the amount of $2,500.

(d) Acceptance of the Strategic Underage Drinking Grant: The Police Department has received this $3,000 grant from DHHS to provide additional details related to underage drinking. There is no town match required. A representative from the Police Department will be at the meeting to answer any questions. A copy of the grant is included in your packet.

Suggested Motion
Motion to accept the Strategic Underage Drinking Grant in the amount of $3,000.

(e) Budget Update: The plan is to submit the proposed budget to the Council at your April 25th meeting and hold the public hearing on May 16th. The date of adoption would be May 26th, so we will have a month to work on the budget. Since there is a busy meeting schedule, the possible workshop dates available are Thursday, May 12, and Thursday, May 19. You may wish to cancel your May 5th meeting on Smart Meters to allow for a budget workshop, and it may be necessary for us to hold a Saturday workshop on the budget to provide additional time to work on.

Suggested Motion: No motion is required.

(f) Longfellow School Phase I Environmental Assessment/Study: The item is to inform the Council that the Town will be doing this assessment, which needs to be completed in order to determine the scope of work at Longfellow. The cost will be $6,000 and will be paid for out of savings from the Economic Development Department's budget. A copy of the proposal from Ransom Environmental Consultants is included in your packet.

Suggested Motion: No motion is required.

PUBLIC HEARINGS

30. This item is the required public hearing for a new Alcoholic Beverage license application for Harris Golf, Inc. at the Mere Creek Golf Course at NASB. A copy of the application is included in your packet.

Suggested Motion:
Motion to approve an Alcoholic Beverage license application for Harris Golf, Inc., D/B/A: Mere Creek Golf Course, 41 Merriconeag Drive.

31. This item is sponsored by the Council members of the PACE committee and is the required public hearing on this proposed ordinance. A memo from Denise Clavette summarizes the program and the work done to date. Copies of the memo, the draft ordinance, the Property Assessed Clean Energy Administration Contract, the "Maine PACE is preparing for launch" informational sheet, and participating communities are included in your packet.

Suggested Motion:
Motion to adopt the proposed Property Assessed Clean Energy (PACE) ordinance.

NEW BUSINESS

32. This item, sponsored by Councilor Pols, comes back to the Council for your consideration. It was last before you at the September 20, 2010 meeting. It comes at the request of Willow Grove residents, who would like the Town to consider accepting the hydrants in their development. Copies of emails from Chief Brillant, John Foster and Alan Frasier from the Water District, along with a note from a Willow Grove resident, Thomas Green, and letters sent from the Public Utilities Commission and the Water District, are included in your packet.

Suggested Motion:
Motion to accept the seven fire hydrants at Willow Grove as town hydrants.

33. This item is for the Council to consider authorizing the Town Manager to enter into a lease agreement for parking with Brooks Farm and Feed on their Union Street property. Long-term parking for train passengers is no longer available at Cedar Street and the Town is responsible for providing parking. Maine Eastern has agreed to

provide surface materials, JHR is funding the site plan costs and Brooks will do most of the site work. A copy of Manager Brown's memo is included in your packet.

Suggested Motion:
Motion to authorize the Town Manager to enter into an agreement for parking with Brooks Farm and Feed at a cost of $5,000 per year for two years.

34. At your special meeting on April 4, the Council discussed not accepting the shooting range due to the high operating cost. This item is to ask for the authority for the Town Manager to notify the appropriate Federal authorities that the Town of Brunswick is no longer interested in acquiring the shooting range facility at NASB.

Suggested motion:
Motion to authorize the Town Manager to notify the appropriate Federal authorities that the Town of Brunswick is no longer interested in acquiring the shooting range facility at NASB.

35. This item is the annual approval of Sellers of Prepared Food on Public Ways on Sidewalks for the Great Impasta. There is no license fee except for a $25 application fee, but it does require Council approval. The Clerk will be available to answer any questions. A copy of the application is included in your packet.

Suggested Motion:
Motion to approve a license for Sellers of Prepared Food on Public Ways on a Sidewalk for the Great Impasta, 42 Maine Street.

36. (**ADDED)** The Town has received the bids on this project after the packet was sent out. This item will set the public hearing for the necessary ordinance changes to eliminate reverse angle parking on Station Avenue and will approved the project work to be done once the amendments are adopted. Copies of the draft ordinance and project cost are included in your packet.)

Suggested Motion 1:
Motion to set a public hearing for April 25, 2011, on ordinance amendments to Chapter 15 to eliminate reverse angle parking on Station Avenue.

Suggested Motion 2:
Motion to accept the bids to create drive-in parking on Station Avenue and to authorize the work once the ordinance amendments have been adopted.

37. **(ADDED)** The Town received this information after the packet was sent out. It is relative to accepting the Constructive Possession for Surplus Federal Property at NASB – East Brunswick Remote Radio Transmitter Site. Copies of the letter and agreement are included in your packet.

Suggested Motion:

Motion for the Town of Brunswick to accept the Constructive Possession for Surplus Federal Property at NASB – East Brunswick Remote Radio Transmitter Site (approximately 66.2 acres.)

CONSENT AGENDA

(a) Approval of the Minutes of March 21, 2011: The draft minutes are included in your packet.

(b) Appointment of Jeff Hutchinson as Codes Officer and Local Plumbing Inspector with a term to expire on 05/03/2012

(c) Appointment of Carl Adams as alternate Codes Officer and alternate Local Plumbing Inspector with a term to expire on 05/03/2012:

Items CA(b) and CA(c) are the state required reappointments of Jeff Hutchinson and Carl Adams as the Codes Officer and Local Plumbing Inspector and the alternate Codes Officer and alternative Local Plumbing Inspector respectively.

(d) Approval of Utility Location Permits from the Brunswick & Topsham Water District to replace a main on a section of Summer Street and on sections of Maine Street, Bath Road and Park Row:

Application ULP 2011-02 Summer St.: The Brunswick & Topsham Water District seeks authorization to replace the existing 6" water main on Summer Street with an 8" water main. The water main will run across the south side of Pleasant St. to the end of the right of way on Summer St, about 580 feet.
Application ULP2011-03 Maine St, Bath Rd, Park Row: They are seeking authorization to replace the existing 8" water main on Maine Street with a 12" water main. The water main will run from the railroad tracks on Maine St. south 500' to Bath Road. The existing 12" water main on Bath Rd will be replaced with another 12" water main, from Maine St. to behind the First Parish Church, 310 feet. The existing 6" water main on Park Row will be replaced with an 8" water main, from Bath Rd., behind the First Parish Church, to the railroad tracks on Park Row, 580 feet. See attached photo for alignment. These water mains are being replaced in anticipation of the reconstruction of the intersection of Maine St. and Bath Rd. Copies of the permits are included in your packet.

(e) Approval of Quit Claim Deeds for properties located at various locations: This item will deed properties back to their owners as they have paid owed taxes. Copies of the Quit Claim Deeds are included in your packet.

(f) Approval of games of chance for the St. John the Baptist Parish Bazaar on June 16, 2011, June 17, 2011, and June 18, 2011: This is the annual request from this group, which would allow games of chance at the Bazaar. The games include the pan game, high roller, beat the house, and sealed tickets. Copies of their applications are included in your packet.

Suggested Motion:

Motion to approve the Consent Agenda.

Suggested Motion:
Motion to adjourn the meeting.

MANAGER’S REPORT - A
NO BACK UP MATERIALS

MANAGER’S REPORT - B
NO BACK UP MATERIALS

MANAGER’S REPORT - C
BACK UP MATERIALS

RECEIVED

APR 0 1 2011

MAINE ASSOCIATION OF SUBSTANCE ABUSE PROGRAMS
SUBCONTRACT FOR PREVENTION SERVICES AND APPROVED EXPENSE REIMBURSEMENT

This Subcontract was made and entered into by and between the **Maine Association of Substance Abuse Programs**, hereinafter referred to as the "contractor" and **the Brunswick Maine Police Department**, hereinafter referred to as the "Subcontractor".

WHEREAS THE CONTRACTOR AND THE SUBCONTRACTOR DO MUTUALLY AGREE THAT:

1. This Subcontract shall not exceed **two thousand five hundred dollars ($2,500.00).**

2. The **Period of Performance** is from **March 15, 2011** through **May 31, 2011**.

3. **Subcontract Specifications** are contained in **Attachment A** which is incorporated herein by reference.

4. **Special Terms and Conditions** contained in **Attachment A** shall take precedence in this SubContract.

5. The Subcontractor shall furnish all personnel, technology, and services, necessary for oversight and implementation of this SubContract. Only supplies, personnel (stipends outside of normal compensation and standard employment taxes), and services approved by HEAPP's Director will be eligible for reimbursement at the exact cost paid by the subcontractor. No indirect costs, facility & administration fees, or other fiscal or administrative costs will be allowed.

6. The Subcontractor shall perform as an Independent Subcontractor for whom no Federal or State Income Tax will be deducted by the contractor; and for whom no retirement benefits, social security benefits, group life insurance, vacation and sick leave, workman's compensation and similar benefits available to employees will accrue. The Subcontractor will be responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to, employment, labor, hours of work, working conditions, workers compensation, payment of wages, payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons when required by law. The Subcontractor further understands that annual information returns as required by the Internal Revenue Code and Maine's Income Tax Law will be filed by the contractor with copies being sent to the Subcontractor.

7. The Subcontractor shall indemnify and hold the contractor, its board, officers, agents and employees harmless from and against any and all claims, damages, lawsuits, judgments and expenses, including reasonable attorney's fees, that the contractor may become liable to pay or defend as the result of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished by the Subcontractor under this SubContract, or based on any libelous or other unlawful matter contained in such data, or as a result of the negligent acts or omissions of the Subcontractor, its employees, agents and Subcontractors, arising out of or in connection with the performance of Subcontractor's obligations under this SubContract, except nothing in this section shall require the Subcontractor to indemnify the contractor for any liability arising out of the contractor's own negligence.

8. This SubContract constitutes the entire understanding of the parties and may be amended only in writing with the mutual consent of both parties.

9. This SubContract may be terminated with ten days prior written notice by either party.

10. This SubContract may not be assigned in whole or in part by the Subcontractor.

11. This SubContract shall be governed by the laws of the State of Maine as to interpretation and performance, except that its conflicts of law provisions shall not apply.

12. Subcontractor and contractor intend this to be a subcontract for services and each considers the products and results of the services to be rendered by Subcontractor hereunder (the "Work") to be a work made for hire.

RI

Subcontractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the contractor. If for any reason the Work would not be considered a work made for hire under applicable law, Subcontractor does hereby sell, assign, and transfer to contractor, its successors and assigns, the entire right, title and interest in and to the copyright in the Work, and in and to all works based upon, derived from, or incorporating the Work, and in and to all rights corresponding to the foregoing throughout the world.

13. The Subcontractor shall not share contractor or affiliated records or information with any third party without the contractor's prior written consent, shall implement and maintain reasonable safeguards to ensure the security and confidentiality of contractor records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information.

14. In the event that any one or more of the provisions of this Subcontract are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this Subcontract shall continue to be in full force and effect.

15. The Subcontractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age disability or veteran status. The contractor encourages the Subcontractor in the employment of individuals with disabilities.

16. The failure of either party to exercise any of its rights under this Subcontract for a breach thereof shall not be deemed to be a waiver of such rights by that party, and no waiver by either party, whether oral or written, express or implied, of any rights under or arising from this Subcontract shall be binding on any subsequent occasion.

IN WITNESS WHEREOF, The Subcontractor and the contractor have executed this Subcontract except that its conflicts of law provisions shall not apply.

FOR THE SUBCONTRACTOR:

3/9/14

Authorized Signature Date
Richard Rizzo, *Chief*
Brunswick Police Department
28 Federal Street
Brunswick, ME 04011

FOR THE UNIVERSITY:

Ruth Blauer 3/29/14

Authorized Signature Date
Ruth Blauer
Executive Director
Maine Association of Substance Abuse Programs
Augusta, ME 04333

Subcontractor ID #

TO BE CHARGED AGAINST HEAPP CONTRACT

ATTACHMENT A FOLLOWS

RL

ATTACHMENT A

MAINE ASSOCIATION OF SUBSTANCE ABUSE PROGRAMS
SUBCONTRACT FOR PREVENTION SERVICES AND APPROVED EXPENSE REIMBURSEMENT

AGREEMENTS: The Maine Association of Substance Abuse Programs and the Subcontractor, **Brunswick Police Department**, do mutually agree to the following funding for the services and work as specified below:

Up to $2,500* will be reimbursed to Brunswick PD for costs associated with implementing strategies to reduce illegal drinking or alcohol-related law violations in college area communities. Approved enforcement and prevention strategies include those which aim to:

*A) **Improve college students' knowledge and awareness of alcohol-related laws and/or campus policies** (illegal possession, furnishing, party-hosting, fake ID, illegal sales, illegal transportation, etc.). Examples of efforts include: educating individuals or groups regarding alcohol laws/policies, printing of alcohol law-related materials, or other educational efforts or events related to liquor laws and underage/high-risk drinking;

* B) **Improve the visibility and /or effectiveness of enforcement efforts to uphold state liquor laws and/or campus alcohol policies in campus-community areas.** For example, paying local law enforcement overtime to do special details which focus on enforcing underage drinking laws and other alcohol-related issues with the exception of OUI-specific enforcement details which are not approved activities under this subcontract. These details could include party-patrols of areas on and/or around campus, increased presence in residence halls, and other types of detection and/or deterrence efforts specific to alcohol use in college/university areas;

* C) **Efforts to reduce the availability of alcohol to underage and/or visibly intoxicated persons in college communities.** This could include efforts such as: surveillance details trying to identify underage persons in possession of alcohol or being furnished with alcohol illegally, intervening with individuals/groups/businesses which are furnishing alcohol to minors or providing a place for minors to consume alcohol; efforts to reduce illegal alcohol sales/service in college areas.

At least 70% of funding must be used on B&C; Letter A is capped at 30%.

Allowable costs which will be reimbursed for this work are:

a) Overtime or special detail pay (and related taxes/fringe and cruiser charges) for enforcement officers or others engaged in enforcement strategies specifically relevant to college student alcohol use and/or the environments within the community where college students are engaging in illegal alcohol use (at least 55% or more of the total contract amount must be spent in this area)
b) Training/education for law enforcement officers, campus-community stakeholders, and/or students around preventing and responding to illegal and/or high-risk alcohol use by college students
c) Printing, supplies, or advertising related to increasing awareness of alcohol laws and risk-reduction strategies among college students
d) Other types of expenses which are pre-approved by HEAPP's Director via e-mal.

PAYMENTS:

Subcontractor will bill for approved services and expenses, totaling no more than $2,500 for the contract period. Payments shall be paid within thirty days of receipt and acceptance of an itemized invoice. Invoices shall be submitted no more frequently than monthly, and no less frequently than quarterly. The final invoice should be submitted no later than fifteen (15) days following the expiration date of the performance period.

Itemized invoice should be sent to: Rebecca Ireland via e-mail at Rebecca.Ireland@maine.gov or faxed to her at: (207)287-8910.

SPECIAL TERMS AND CONDITIONS:

As this project is funded, in whole or in part, by the Maine Office of Substance Abuse with federal funds via the U.S. Office of Juvenile Justice and Delinquency Prevention's Enforcing the Underage Drinking Laws Block Grant (CFDA # 16.727), the availability of funds is contingent upon the execution and continuation of that agreement between the State of Maine and the Maine Association of Substance Abuse Programs for the period of this Subcontract.

Approved By:
SubContractor _____ (signature)

HEAPP Project Director _____ (signature)

END OF ATTACHMENT A

MANAGER’S REPORT - D
BACK UP MATERIALS

AdvantageMe CT# 10A 20110228000000004121

DHHS Agreement # SA2-11-052

DHHS Contact Stacy McCurdy

This form is used for contracting casual, intermittent or other special services for which the Department may pay the Contractor during the fiscal year a maximum of $5,000.00. One signed copy of the agreement should be submitted to the Division of Purchases.

STATE OF MAINE - AGREEMENT FOR SPECIAL SERVICES

THIS AGREEMENT, made this 28th day of February 2011 is by and between the State of Maine, DHHS Office of Substance Abuse hereinafter called "Department," and Town of Brunswick c/o Brunswick Police Department hereinafter called "Contractor," located at 28 Federal Street Brunswick,, Maine 04011

WHEREAS IT IS AGREED THAT:

1. The Contractor will perform the following services for the Department: The funds can be used to conduct additional details in your agency. The details can be party patrols, call out teams, 3rd party surveillance, compliance checks or other details approved by OSA. You may purchase up to $250 of approved equipment necessary to carryout details. _ at the location of numerous sites throughout Maine.
   Commencement Date 04/01/2011 Termination Date 09/30/2012.

2. The Department shall pay the Contractor for services rendered a fixed price of $ 3,000 (maximum of $5,000.00). Payment to be made by the Department after receipt and certification of itemized invoice(s) submitted upon the Contractor's usual billing form or letterhead.

3. Reporting. The Provider shall submit quarterly financial and performance reports in accordance with the specifications of the Department, according to the following schedule:

July 31, 2011	October 31, 2011	January 31, 2012
April 30, 2012	July 31, 2011	October 31, 2012

   The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Agreement until such reports are received, reviewed and accepted.

4. The Contractor is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to State employees will accrue.

5. The Contractor will indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this agreement; and any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materiel men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies to, on behalf of or at the request of the Contractor, in connection with the performance of this agreement.

6. This agreement may be terminated upon ten days' written notice by either the Department or the Contractor, but, in the absence of such notice, will terminate on the Termination Date indicated above.

IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in one original copy.

CONTRACTOR:

Town of Brunswick c/o Brunswick Police Department
Company (if applicable)

By
Authorized Signature

CHIEF RICHARD J. RIZZO
2/28/11

Address: 28 Federal Street

Brunswick, Maine 04011

DEPARTMENT:

Department of Health and Human Services

By
Authorized Signature

Russell J. Begin, Deputy Commissioner for Finance

Address: 221 State Street, 11 SHS

Augusta, ME 04333

VC NUMBER	DOC TOTAL	FND	DEPT	UNIT		SUB UNIT	Activity	OB1		JOB NO	PROGRAM
VC1000011524	$500 $1,500 $500 $500	013	14G	1564		01		6401			09UD (FY11) 09UD (FY12) 10UD (FY12) 10UD (FY13)

BP18R Revised Feburary2008.doc

Strategic Underage Drinking Grant Application

Application due no later than February 25, 2011 - Return to:

Maryann Harakall
Maryann.harakall@maine.gov
Phone: 207-287-5713
Fax: 207-287-8910

The Office of Substance Abuse is offering an opportunity to all law enforcement agencies who submitted an application for RFP#201004665 who were not awarded to apply for funds for the remainder of the project period. A successful application will start as soon as the paperwork is completed and continue through September 30, 2012 or until all funds are expended. You may apply for up to **$3,000** total.

The contract will be a limited amount of money, so you should think both strategically as well as logically about your plan to spend the funds. This money can be used in a variety of ways and it is up to the individual grant recipient to decide the best use of the funds. However, the funds must be used within the following categories:

Details

The funds can be used to conduct additional details in your agency. The details can be party patrols, call out teams, 3rd party surveillance, compliance checks or other details approved by OSA.

Training

Training opportunities are available through the Office of Substance Abuse. Please contact Maryann Harakall to discuss possibilities. Since your contract is a small amount of funds, necessary training costs may be covered by OSA.

Equipment

You may purchase up to $250 of equipment necessary to carryout details. Please see the last page of this application for equipment ideas that may be useful to you.

Partnering with other agencies

OSA encourages you to work with other local agencies, sheriff's offices and State Police on your details as well as other agencies who are deemed appropriate, i.e., Game Wardens, Nation Forest Service, etc. You can contract with them as long as officers being paid out of grant funds have completed the online JPMA training on underage drinking enforcement. (http://www.jpmaweb.com/)

If you have questions about this opportunity or would like to work through your plan and/or budget, please do not hesitate to contact Maryann Harakall, 287-5713 or by email, maryann.harakall@maine.gov.

MANAGER’S REPORT - E
NO BACK UP MATERIALS

MANAGER’S REPORT - F
BACK UP MATERIALS

March 31, 2011 Proposal

Ms. Denise M. Clavette
Special Projects Assistant
Economic and Community Development
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

RE: Proposed Scope of Work and Cost Estimate
ASTM Phase I Environmental Site Assessment, Asbestos and Lead-based Paint Inspection
Longfellow School, 21 Longfellow Avenue, Brunswick, Maine

Dear Ms. Clavette:

Ransom Environmental Consultants, Inc. (Ransom) is pleased to propose the following scope of work and cost estimate to complete a Phase I Environmental Site Assessment (ESA), asbestos inspection, and lead-based paint inspection for the Longfellow School located at 21 Longfellow Avenue in Brunswick, Maine (the Site). The intent of this work is to evaluate the environmental condition of the Site for evidence of recognized environmental conditions (RECs) using the procedures set forth in this proposal and the requirements of American Society for Testing and Materials (ASTM) Standard Practice E 1527-05, as well as to identify asbestos containing materials and lead-based paint coatings associated with the Site building prior to the Town of Brunswick transferring ownership of the property to Bowdoin College.

OBJECTIVES

In preparing this scope of work, Ransom has considered the need for this project to meet the following objectives:

1. To document the history of the property through review of available records;

2. To evaluate and document past releases of hazardous materials or petroleum products that may have occurred at the property, as well as their regulatory status;

3. To identify and document the location, quantity, and condition of asbestos-containing materials throughout the Site building;

4. To identify the presence and location of lead-based paint throughout the Site building; and

400 Commercial Street, Suite 404, Portland, Maine 04101, Tel (207) 772-2891, Fax (207) 772-3248
Pease International Tradeport, 112 Corporate Drive, Portsmouth, New Hampshire 03801, Tel (603) 436-1490
12 Kent Way, Suite 100, Byfield, Massachusetts 01922, Tel (978) 465-1822
2127 Hamilton Avenue, Hamilton, New Jersey 08619, Tel (609) 584-0090
60 Valley Street, Building F, Suite 106, Providence, Rhode Island 02909, Tel (401) 433-2160

www.ransomenv.com

5. To provide our opinion regarding the current environmental condition of the property and the need, if any, for additional response actions.

SCOPE OF WORK

To accomplish the objectives described above, Ransom has developed the following scope of work.

Task 1–Site History Development

Ransom will review available local, state, and federal records in accordance with ASTM Standard Practice E 1527-05 in an effort to develop the history of the property. This will include the past use and handling of hazardous materials and/or petroleum products. Local files to be reviewed will include those readily available at the local tax assessor's office, clerk's office, building department, planning and/or zoning department, board of health, and fire department. We will review readily available Sanborn Fire Insurance Maps, historical topographic maps, and aerial photographs for the property and surrounding area. Ransom will also interview individuals familiar with the history and past use of the property, as available.

Task 2–Regulatory Records Review

Ransom will utilize Environmental Data Resources, Inc. (EDR) to conduct a review of state and federal databases to identify sites of potential environmental concern in the vicinity of the property or at the property itself. Based on the results of the database search and review of past investigation reports available for the site, Ransom will determine whether a review of files available at the Maine Department of Environmental Protection (MEDEP) is necessary for the site or additional vicinity properties. If environmental reports have previously been prepared for the Subject Property, our assessment will include a review of these reports if available.

Task 3–Site Visit

Ransom will complete a site visit as part of the ESA to assess current site conditions. During the site visit, we will document our observations including the presence of current and past hazardous materials and/or petroleum product storage areas (e.g., drums, aboveground storage tanks), stained soils, stressed vegetation, or any other evidence of a release or potential release. Ransom will also collect photographic documentation of our site visit findings.

Task 4–Review of AHERA Reports

Ransom will review existing asbestos reports including reports associated with the school's compliance with the EPA's Asbestos Hazard Emergency Response Act (AHERA). AHERA required schools to complete an interior asbestos survey, and re-inspection of the building every three years afterwards. Ransom will incorporate the data from these reports in an effort to reduce cost. Building materials that previously tested positive for asbestos will not be re-sampled. A single confirmatory sample will be collected of building materials previously testing negative for asbestos and building materials not previously tested will be sampled as described in Task 5 below.

Task 5–Asbestos Survey

A survey for asbestos-containing materials is required by the State of Maine prior to undertaking any renovation project. The asbestos survey in general includes observations of both friable (easily crumbled, crushed, or pulverized) and non-friable suspect asbestos-containing material (ACM) including:

1. Thermal system insulation, such as pipe, boiler, tank, and duct insulation;

2. Surfacing materials, such as fireproofing, acoustical and decorative plasters, or other coatings applied by spray or trowel; and

3. Miscellaneous materials, such as floor and ceiling tiles, mastics, and window glazing.

The survey will be conducted by a MEDEP-certified and U.S. Environmental Protection Agency (U.S. EPA)-accredited Asbestos Inspector. Not all building materials will be considered to be suspect ACM. Certain materials, such as fiberglass, wood, glass, and rubber can visually be identified as non-suspect ACM. To determine the asbestos content of suspect materials, representative bulk samples will be collected using the following protocol:

1. For thermal system insulation, a minimum of three samples of each type, except for small patched areas (less than 6 square feet), in which case at least one sample will be collected;

2. For surfacing materials, a minimum of three samples of each type of material present in quantities less than 1,000 square feet, a minimum of five samples of each type of material present in quantities of 1,000 square feet to 5,000 square feet, and seven samples for areas greater than 5,000 square feet; and

3. For miscellaneous materials, at least two samples of each type of material present.

Bulk samples will be analyzed by a laboratory licensed in Maine and accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) in accordance with the U.S. EPA's Recommended Method for the Determination of Asbestos in Bulk Samples by Polarized Light Microscopy and Dispersion Staining (PLM/DS) (EPA-600/M4-82-020 and EPA-600/R-93-116). This method is sensitive to the presence of asbestos fibers typically at less than one percent of the sample composition. In instances where multiple samples of a homogeneous material are collected, the laboratory will be directed to analyze each sample of the material until a positive result is obtained (i.e., a sample containing greater than one percent asbestos).

The inspection will be non-destructive in nature; destructive techniques to access concealed areas will not be employed. Samples collected will be as small as reasonably feasible in order to obtain a representative portion of the material. Ransom will repair sample points with temporary patches. Only hand tools will be utilized to collect samples of suspect ACM. Ransom will not collect roof samples unless specifically directed to do so. Ransom will also provide a 6-foot step ladder for access to ceiling spaces.

For the purposes of this proposal, we have included the costs to collect up to 75 samples for asbestos analysis. Ransom will request a 5-business day turnaround time for laboratory analysis of the collected samples. Additional samples beyond 75 will be charged at $7.50 per sample. A faster laboratory turnaround is possible for increased laboratory fees.

Task 6–Lead Paint Inspection

To identify lead paint, a MEDEP-certified lead inspector will conduct a lead-paint survey of the former school building. The survey will be conducted in accordance with current ME DEP protocol using a direct reading portable x-ray fluorescence analyzer (XRFA). This is a nondestructive sampling device that allows testing of multiple surfaces quickly and accurately. The XRFA uses a radioactive source to excite the electrons of lead atoms (if present) in paint. As the lead atom electrons return to their normal state, they emit x-rays which are measured by the XRFA. The instrument then processes these data and the results are converted to milligrams of lead per square centimeter (mg/cm^2) of sampled surface area. A digital display provides the results to the nearest tenth of a milligram per square centimeter. An x-ray spectrum is also displayed that may be analyzed by the inspector to assist in determining the depth of lead and possible interferences.

Task 7–Report Preparation

Ransom will prepare a summary report documenting the environmental assessment conducted at the property. Specifically, the report will include the following, as appropriate:

1. A summary of the information gathered during the Phase I ESA, including site history, regulatory review, and observations made during the site visit;

2. A site plan and a general location map for the property;

3. Ransom's opinion regarding the regulatory status of the property;

4. Recommendations for additional response actions, if necessary;

5. The results of the asbestos and lead-based paint inspections will be summarized in a letter report included as an appendix in the Phase I ESA document. The letter report will include a tabular listing of ACM, and other hazardous materials identified including locations, condition and quantities.

PROJECT COST

Ransom estimates the Phase I ESA can be completed for $2,800 and the asbestos and lead-based paint surveys can be conducted for $3,200. Therefore, Ransom is prepared to conduct the entire scope of work presented above on a lump sum basis for a total of **$6,000**. Should you require additional tasks, Ransom will complete the work on a time-and-materials basis in accordance with the *Fee Schedule* presented in Attachment A (following your authorization).

Ms. Denise Clavette
Town of Brunswick

BILLING AND PAYMENT OPTIONS

Ransom will send invoices electronically to the email address you provide. If you prefer to receive paper invoices by mail, please check the "Opt Out" option below.

Send invoices to the following email address(es): _____

_____

☐ I wish to opt out of electronic invoicing. Please mail invoices to this address:

Street/P.O. Box: _____

City/State/Zip: _____

For billing questions, please provide a telephone number to contact you: (___) _____

You may also choose to pay invoices via Discover, Visa, Mastercard, or American Express. To do so, please provide the following information.

CREDIT CARD PAYMENT OPTION: (Check one) ☐ Visa ☐ MasterCard ☐ AmEx ☐ Discover

Card Number: _____ Expiration Date: _____ CVV Code _____
3-digit code on back: M/C, Visa, Discover
4-digit code on front of Amex

Print Name as it appears on card: _____

Billing Address: _____
Street City/State Zip

_____
Cardholder's Signature

NOTE: If the credit card payment option is selected, balance owing will be charged either: (a) monthly, if time-and-materials billing applies; or (b) at project completion, if lump-sum fee applies.

SCHEDULE

As specified in your email correspondence, Ransom is prepared to conduct the site visit and asbestos/lead-based paint surveys on April 19, 20, and 22, 2011. The final report will be provided to the Town within three weeks of the site visit.

Ms. Denise Clavette
Town of Brunswick

ORGANIZATION

Stephen Dyer will serve as project manager for this project and will be your primary contact at Ransom. In the event that Steve is unavailable, please contact Nicholas Sabatine, Office Manger.

AUTHORIZATION

If you are in agreement with the terms of this proposal, please indicate your acceptance by signing in the space provided below and return an executed copy back to Ransom. Receipt of this signed document will serve as authorization to proceed.

Ransom's *Fee Schedule* and *Terms and Conditions* are attached to this scope of work as Attachments A and B, respectively, and are hereby incorporated by reference as if fully restated herein.

Ransom is pleased to have the opportunity to present this proposal to you. If you have any questions regarding the scope of work, please call at your earliest convenience.

Sincerely,

RANSOM ENVIRONMENTAL CONSULTANTS, INC.

Stephen J. Dyer, P.E.
Senior Project Manager

Nicholas O. Sabatine, P.G.
Vice President/Senior Geologist

SJD/NOS: jsl
Attachments

APPROVED AND ACCEPTED BY TOWN OF BRUNSWICK:

Signature: _____

Name (print or type): _____

Title: _____ Date: _____

ATTACHMENT A

Fee Schedule

Proposed Scope of Work and Cost Estimate
ASTM Phase I Environmental Site Assessment, Asbestos and Lead-based Pain Survey
Longfellow School, 21 Longfellow Avenue, Brunswick, Maine

IH Fee Schedule
2011

	Hourly[1] Rate
PROFESSIONAL SERVICES	
Principal	$195.00
Vice President	$ 160.00 –$175.00
Senior Project Manager/Specialist	$ 125.00 –$160.00
Professional Engineer/Professional Geologist	$ 115.00 –$160.00
Project Manager	$ 100.00 –$135.00
Associate Project Manager	$ 85.00 –$ 95.00
Certified Industrial Hygienist	$ 125.00 –$150.00
Industrial Hygienist	$ 65.00 –$ 90.00
Industrial Hygiene Technician	$ 60.00 –$ 80.00
GIS Specialist	$ 75.00 –$100.00
Field Technician	$ 50.00 –$ 65.00
Draftsperson	$ 75.00
Administrative	$ 65.00

EMERGENCY RESPONSE SERVICES

Overtime rates (1.5 times hourly rate) will apply for emergency response services performed between 5:00 p.m. and 7:00 a.m. Monday through Friday, and all day Saturday. Premium rates (2.0 times hourly rate) will apply for emergency response services performed on Sundays and Holidays.

LITIGATION SUPPORT

Expert testimony will be billed at two times the standard fee schedule hourly rate.
Depositions will be billed at one and a half times the standard fee schedule hourly rate.

PROJECT SUBCONTRACTORS, MATERIALS, AND EXPENDABLE SUPPLIES

To pay for our insurance costs not covered in our billing rates, a handling charge will be added on all project supplies and services procured from outside vendors.

VEHICLES, MILEAGE

Vehicle	$100.00/day
Mileage (company or personal vehicle)	IRS Prevailing Rate

EQUIPMENT RENTAL

Moisture Meter	$ 50/day	Smoke Indicator Kit	$ 50/day
Noise Dosimeter	$ 35/day	Sound Level Meter	$ 35/day
Personal Exposure Air Pump	$ 25/day	TEM Sample Analysis	$ 40/sample
Photoionization Detector (PID)	$100/day	Velocity Meter	$ 50/day
PLM Sample Analysis	$ 6/sample	XRF Analyzer	$ 500/day
Q-Trak Plus	$ 125/day	XRF Analyzer	$1,500/week

[1] *These hourly rates are firm through December 31, 2011.*

ATTACHMENT B

Terms and Conditions

Proposed Scope of Work and Cost Estimate
ASTM Phase I Environmental Site Assessment, Asbestos and Lead-based Pain Survey
Longfellow School, 21 Longfellow Avenue, Brunswick, Maine

RANSOM ENVIRONMENTAL CONSULTANTS, INC.

TERMS AND CONDITIONS

Ransom Environmental Consultants, Inc. (the "Company") shall perform the services described in the attached Work Scope on behalf of the “Client” at a charge pursuant to either the fixed cost enumerated in the Work Scope or at the rates set forth in the attached Fee Schedule for time and materials and under the conditions and circumstances set forth below:

1. Billings/Payment:

Invoices for the Company's services shall be submitted, at the Company's option, either upon completion of such services or at the end of each calendar month. All such invoices shall be payable within thirty (30) days, the outstanding balance shall bear interest at the rate of one and one-half (1.5%) percent per month from date of original billing or at the highest interest rate permitted by law, whichever is less. The Client shall pay any service, sales or similar tax imposed upon the Company's services. It is further understood and agreed that if the Client fails to pay any invoice due to the Company within thirty (30) days after the date thereof, then the Company, without waiving any other claim or right against the Client, and without liability whatsoever to the Client, may terminate its performance hereunder. In the event of such termination, the Client agrees to promptly pay the Company for all services rendered through the date of termination. Such payment shall include: (a) full payment of all outstanding invoices, plus interest as stated above, plus (b) full payment of a final invoice for all work performed from the date of the last invoice outstanding through the date of termination. All amounts shall be paid in full, with interest as stated above, within ten (10) days after receipt by the Client of the final invoice. In the event that the Company places any invoice which is unpaid after the due date with an agency or an attorney for collection, the Client shall pay all costs and expenses of such collection, including without limitation attorney's fees and court costs, if any.

2. Limitations:

The Client recognizes that the Company's services are solely for the benefit of the Client and these services will include judgments based upon limited data rather than upon scientific fact. The Client understands that the Company may be required to make judgments or decisions based upon information provided by the Client or its contractors, and agrees that the Company may rely on such information in performing services under this Agreement. The Client understands and agrees that the services rendered by the Company shall be advisory only, and that the Client retains all decision-making responsibility with respect to all projects in which the Company participates. The Company shall perform its services in accordance with generally accepted practices and the Company shall be responsible solely for its own negligence. Any delayed use of the results of the Company's services will require updates. THE SERVICES OF THE COMPANY SHALL BE RENDERED WITHOUT ANY WARRANTY, EXPRESSED OR IMPLIED. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF SERVICES PERFORMED HEREUNDER BY THE COMPANY, ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE COMPANY TO THE CLIENT OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT ARISING OUT OF ANY SERVICES PROVIDED BY THE COMPANY HEREUNDER SHALL NOT EXCEED THE AGGREGATE SUM OF COMPANY INVOICES SUBMITTED TO THE CLIENT FOR SERVICES PERFORMED HEREUNDER.

The Client agrees to notify all contractors and/or subcontractors who may perform work in connection with any report or study prepared by the Company of the above limitations on the Company's liability for errors, omissions or professional negligence, and to require, as a condition precedent of their performing work, a like limitation of liability as against the Company. In the event that the Client fails to obtain a like limitation of liability, any liability of the Company to such contractor or subcontractor arising out of alleged error, omissions or professional negligence shall be allocated between the Client and the Company in such a manner that the aggregate liability of the Company to all parties, including the Client, shall not exceed the aggregate amount of invoices submitted hereunder. In the event that the Client makes a claim against the Company, at law or otherwise, for any alleged error, omission or act arising out of the performance of the Company's services, and the Client fails to prove such claim upon final adjudication, then the Client shall pay all costs incurred by the Company in defending itself against such claim, including, without limitation, attorney's fees and costs and fees and expenses of experts. In no event may the Client bring any claim, action or proceeding arising out of the services provided by the Company hereunder more than two (2) years after the date such services were provided.

Without limiting the generality of the above limitations on liability of the Company, the Company will not be liable for damage or injury arising from damage to or interference with subterranean structures (including without limitation, pipes, tanks, telephone cables, etc.) which are not called to the Company's attention and not correctly shown on the plans furnished by the Client in connection with work performed under this Work Scope.

3. Right of Entry:

The Client hereby authorizes the Company, or represents and warrants that authorization has been duly granted to the Company (if the project location is not owned by the Client), its agents, staff, consultants and contractors or subcontractors, to enter upon the project location for the purpose of performing and with the right to perform all acts, studies and research, including without limitation, the making of test borings and other soil and water samplings, pursuant to the Work Scope. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, building, structures and equipment, in, at or upon the area being studied. The Client will not hold the Company liable or responsible for any such reasonable effect, alteration or damage. The Client agrees to pay the Company an additional fee for any services performed at the Client's request to restore the condition of the area being studied.

4. On-Site Services:

Any services or monitoring provided by the Company at a site during project construction, remedial action or other site activities are not intended to include review of the adequacy of any contractor's health and safety measures in, on or near the construction site and will not relieve any contractor of its responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. The Company and the Client agree that the contractor will be solely and completely responsible for working conditions on the job site, including health and safety of all persons and property during the performance of the work, and compliance with OSHA, NIOSH, U.S. EPA, and other applicable regulations.

5. Licensed Site Professional Services:

If any of the services to be performed under the Work Scope relate to sites in Massachusetts, the following provisions will apply:

In the event that any employee or subcontractor of the Company acts as a licensed site professional ("LSP"), as defined in the Massachusetts Contingency Plan (310 CMR 40.0000), the Client acknowledges that (a) any opinions rendered by the LSP will reflect the LSP's independent professional judgment based upon the studies, investigations, tests, analyses, level of supervision or other services that the LSP determines to be necessary or appropriate in order to establish a basis for such opinions, (b) other professionals and the Massachusetts Department of Environmental Protection ("MA DEP") may have legitimate differences of opinion regarding various aspects of an environmental site assessment or remediation and (c) the MA DEP may require additional assessment and/or remediation services, even though the Company's services have been performed competently and in accordance with the standard of care set forth in the Massachusetts Contingency Plan, as in effect at the time of the Company's original provision of services. The Client agrees to cooperate with the LSP and the MA DEP in obtaining all additional services or information deemed necessary by the LSP or the MA DEP. If the Company and the Client are unable to reach mutual agreement on the terms under which the services or information will be obtained, the Company may terminate its services upon giving written notice to the Client, and the Client will pay the Company for all services and expenses through the date of termination in accordance with this Agreement.

In addition, the Client recognizes that the MA DEP may at any time audit all or part of the LSP's services or the assessment or remediation in which the LSP participated. The Client acknowledges that such an audit is not an indication that the services were deficient or failed to comply with the Massachusetts Contingency Plan as in effect at the time the Company originally provided its services. The Company shall be entitled to additional compensation for any time spent and to reimbursement for any expenses incurred in responding to any MA DEP audit (in accordance with the Company's fee schedule then in effect).

6. Indemnification:

The Client acknowledges that the Company has not generated or released and is not otherwise responsible, in whole or in part, for the presence of any oil, hazardous materials, pollutants, asbestos or other potentially dangerous substance at the site identified in the Work Scope. Therefore, the Client agrees to defend and save the Company, its officers, employees and subcontractors harmless from all liability, losses, damages, claims, demands and suits, including expenses of suit and reasonable attorneys' fees, arising from personal injuries, disease or death, property loss or damage, natural resource damages, injuries to others (including personnel of the Client and of the Company, its contractors and subcontractors performing work hereunder), or from air, water or soil pollution or environmental contamination arising out of or in any manner connected with or related to the performance of this Work Scope, except if such injury, loss or damage shall be caused solely by the gross negligence or willful misconduct of the Company, its employees, agents or representatives.

7. Duty of the Client:

It shall be the duty of the Client to advise the Company promptly of any known or reasonably knowable oil or hazardous materials or any condition existing in, on or near the premises upon which work is to be performed by the Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If the Client fails to advise the Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the work, and such discovery in the judgment of the Company results in or may result in injury or a

health risk to persons, whether the Company's personnel, the Client's personnel or others, the Client agrees that it shall assume full responsibility and liability for any resulting personal injury, including disease, medical expenses and/or death, property damage or economic loss, including consequential damages.

8. Changes in Work Scope:

If any unforeseen hazardous materials or other unforeseen conditions are encountered during execution of the work which, in the judgment of the Company, significantly affect or may affect the work or the recommended Work Scope, the Company will notify the Client as soon as practicable. In such event, the Client and the Company agree to pursue one of the following: (1) if practicable, in the judgment of the Company, complete the original Work Scope; (2) modify the Work Scope and budget estimate to include study of the previously unforeseen conditions, with this Agreement being amended accordingly and in writing; or (3) terminate the Work Scope. In the event of termination, the Client agrees to pay the Company in full for all work completed and fees due until written termination notice has been received by the Company and to pay all costs incurred by the Company prior to and in connection with discontinuing the work hereunder, such as completion of files and preparation of a written report to the Client of findings to date of termination and all costs associated with subcontract termination. The Client also acknowledges that the Company may be required by statute, regulation or court order to report the finding of oil or hazardous materials or certain other matters to state or federal authorities.

9. Confidentiality:

The Company will not disclose information about its services, its reports or information which the Client has provided to the Company and designated as confidential, without the Client's prior consent, except to the extent necessary (a) for the Company to perform its services, (b) to comply with professional standards to protect public health, safety and the environment or (c) to comply with court orders, laws, governmental regulations and other legal requirements. Information generally available to the public, technical information the Company may have developed independently and information the Company acquires from third parties without any breach of duty will not be considered confidential. If by order of court, statute or regulation ("orders"), the Company is required to disclose information in its possession, it shall give the Client prompt notice of such facts. Thereafter, the Company may, without liability to the Client or others, comply with such orders. If any claims are asserted against the Company because of its compliance, the Client will hold the Company harmless from such claims and any reasonable expenses incurred, provided that the Company's disclosure is made under a reasonable bona fide belief, or on advice of counsel, that disclosure is required by such orders.

10. Opinions of Probable Clean-up and Disposal Costs:

The Company may give opinions of probable clean-up and disposal costs as part of the Work Scope. These opinions may also involve approximate quantity estimates. The Client understands and agrees that quantity estimates are estimates only, and are not accurate enough for clean-up and disposal bids. The Company does not guarantee or warrant the accuracy of estimates of probable clean-up and disposal costs as compared to bids of Contractors, or compared to actual clean-up and disposal costs.

11. Documents:

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Company shall remain the property of the Company. The Client agrees that all reports and other work furnished to the Client or its agents, shall be utilized by the Client solely for the purposes of the contemplated project. Any documents prepared by the Company which are not paid for by the Client, shall be returned upon demand and shall not be used by the Client for any purpose whatsoever. The Company will retain all pertinent records relating to performed services for a period of two (2) years following submission of the report or any other period mandated by law, during which period the records will be made available to the Client at the Company's Office at all reasonable times. Copies will be prepared by the Company for the Client for reasonable cost of reproduction.

12. Disposal of Contaminated Material:

The Client agrees that the Company is not, and has no responsibility as, a handler, generator, owner, operator, treater, storer, transporter or disposer of oil, hazardous material or toxic substances found or identified at a site except as relates to laboratory samples. With the exception of laboratory samples, the Company does not arrange directly or indirectly for the transport, disposal, storage or treatment of any material, including oil or hazardous waste. Arrangements for the handling, removal, treatment, storage, transportation and disposal of oil, hazardous material or constituents found or identified at the site will be undertaken by others.

13. Samples:

The Client will pay all costs associated with the storage, transport and disposal of samples. All samples of soil, water, waste, stock or other materials collected from the site will be disposed of sixty (60) days after completion of laboratory testing unless the Client makes other arrangements at the time it accepts the Company's proposal or unless applicable law requires their retention, in which event the Client will pay an additional fee for storage as determined by the Company.

14. Public Liability:

Company represents and warrants that its staff are protected by Worker's Compensation insurance with statutory limits; and that Company has such coverage under Public Liability and Property Damage insurance policies which Company deems adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Only within and only to the extent of the limits and conditions of such insurance, Company agrees to indemnify and save Client harmless from any claims, demands, suits, or liabilities arising from any negligent acts by Company, its agents, staff, contractors or consultants employed or engaged by it. In no event shall Company be liable or responsible for any loss, damage, or liability, including but not limited to fire and explosion, beyond the amounts, limits, and conditions of such insurance, or if such loss, damage, or liability is excluded from such coverage of such insurance.

15. Reliance:

The Client recognizes that the services and the contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of the Client and its heirs, successors and permitted assigns whose reliance thereon is not independent of Client's. The contents of any project reports and associated documents, including but not limited to any opinions and recommendations embodied therein, are not to be quoted or otherwise referenced to nor furnished to any other person, and no other personal shall be entitled to rely thereon, without the Company's prior written consent. The Company and the Client agree that such consent will be given by the Company only upon its receipt of (i) additional consideration in an amount sufficient in its sole discretion to compensate the Company for its additional exposure, and (ii) the written agreement of the third party seeking to rely upon the contents of any project reports and associated documents accepting the entire contents of this Agreement, including the specified Work Scope, the Terms and Conditions, and any additional limitations included within the body of the applicable reports and/or documents upon which reliance is sought. Notwithstanding the foregoing, the Company may withhold its consent for any reason or no reason in its sole discretion.

16. General:

In an effort to resolve any conflicts that arise during the Project or following the completion of the Project, the Client and the Company agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Company further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

The Work Scope, Fee Schedule and these Terms and Conditions constitute the entire agreement of the parties and there is no other agreement relating to the services to be rendered by the Company that is not expressed herein. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws.

Each party is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees, agents (including without limitation, any subcontractors) and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

These 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.

If any of these Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform these conditions and to replace any such invalid or unenforceable provision with a valid and enforceable provision as close in meaning as possible to the intention of the stricken provision.

Ransom Environmental Consultants, Inc. is an Equal Opportunity Employer.

ITEM 30
BACK UP MATERIALS

Town Clerk's Office
28 Federal Street
Brunswick, ME 04011

PUBLIC HEARING

The Municipal Officers of the Town of Brunswick will hold a Public Hearing at the Municipal Meeting Room, Maine Street Station, 16 Station Avenue, Brunswick, at 7:00 P.M. on 4/11/2011 on the following Alcoholic Beverage license applications:

Full-Time Malt

HARRIS GOLF ,INC.
D/B/A: MERE CREEK GOLF COURSE
41 MERRICONEAG DR.

JEFFREY HARRIS

All persons may appear to show cause, if any they may have, why such applications should or should not be approved.

INDIVIDUALS NEEDING AUXILIARY AIDS FOR EFFECTIVE COMMUNICATION PLEASE CONTACT THE TOWN MANAGER'S OFFICE AT 725-6653 (TDD 725-5521).

Fran Smith
Town Clerk

Department of Public Safety
Division

Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY
License No. Assigned:
Class:
Deposit Date:
Amt. Deposited:

PRESENT LICENSE EXPIRES New

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☐ SPIRITUOUS ☐ VINOUS

INDICATE TYPE OF LICENSE:

☐ RESTAURANT (Class I,II,III,IV)
☐ HOTEL-OPTINONAL FOOD (Class I-A)
☐ CLASS A LOUNGE (Class X)
☐ CLUB (Class V)
☐ TAVERN (Class IV)
☐ RESTAURANT/LOUNGE (Class XI)
☐ HOTEL (Class I,II,III,IV)
☐ CLUB-ON PREMISE CATERING (Class I)
☒ GOLF CLUB (Class I,II,III,IV)
☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)	2. Business Name (D/B/A)
Harris Golf, Inc. DOB:	Mere Creek Golf Course
DOB:	
DOB:	Location (Street Address) 9 Merriconeag Drive
Address 9 Carriage House Ln.	City/Town Brunswick State ME Zip Code 04011
	Mailing Address 9 Carriage House Lane
City/Town Bath State ME Zip Code 04530	City/Town Bath State ME Zip Code 04530
Telephone Number (207)442-8725 Fax Number (207)442-8728	Business Telephone Number (207)442-8725 Fax Number (207)442-8728
Federal I.D. # 01-0503265	Seller Certificate #

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS $ _____ FOOD $ _____ LIQUOR $ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES ☐ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☐
7. If manager is to be employed, give name: Kevin Joseph
8. If business is NEW or under new ownership, indicate starting date: April 11, 2011
   Requested inspection date: ASAP Business hours: Call to set up time to meet 442-8725
9. Business records are located at: Harris Golf office and on site
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Jeffrey Harris	5/25/65	Portland, ME
Jason Harris	1/11/72	Portland, ME
Richard Harris	1/5/42	Portland, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other then minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes ☐ No ☒ If **Yes**, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☐ NO ☐

16. Does/do applicant(s) own the premises? Yes ☐ No ☐ If **No** give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Clubhouse and deck area

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 5 Which of the above is nearest? School

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☒

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to $2,000 or both."

Dated at: Bath, ME. (Town/City, State) on 3-30-11 (Date), 20 11

Please sign in blue ink

President

Signature of Applicant or Corporate Officer(s) _____ Signature of Applicant or Corporate Officer(s) _____

ITEM 31
BACK UP MATERIALS

TOWN OF BRUNSWICK
PUBLIC HEARING

THE BRUNSWICK TOWN COUNCIL will hold a public hearing at their regular meeting on Monday, April 11, 2011, 7:00 p.m. in the Municipal Meeting Room (Room 217), Maine Street Station, 16 Station Avenue, to receive public comment on the following proposed ordinance:

PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE
Administration by the Efficiency Maine Trust

A copy of the full proposed ordinance is available at the Town Clerk's office, 28 Federal Street, or on line at http://www.brunswickme.org/clerk/publichearings.htm.

INDIVIDUALS NEEDING AUXILIARY AIDS FOR EFFECTIVE COMMUNICATION PLEASE CONTACT THE TOWN MANAGER'S OFFICE AT 725-6659 (TDD 725-5521)

Fran Smith, Town Clerk
Brunswick, Maine

Times Record – March 28, 2011

TOWN OF BRUNSWICK, MAINE
INCORPORATED 1739
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
28 FEDERAL STREET
BRUNSWICK, ME 04011

March 15, 2011

TO: Brunswick Town Council
Gary L. Brown, Town Manager

FROM: Denise Clavette, Special Projects Assistant Denise

DATE: March 15, 2011

RE: PACE Program, Setting a Public Hearing, Brunswick PACE Ordinance and Agreement

The Maine PACE program is ready to be launched. Introduced through Efficiency Maine late 2010, 55 towns / cities in Maine are signed on to date, reflecting 40% of Maine's population that have the opportunity to get loans through the PACE program. The Brunswick Town Council Committee held a public meeting in 2010, to learn more about PACE. Following the meeting, the Committee decided to bring the PACE initiative to the Town Council once more information was available and program details were finalized. With the program anticipated to launch in April 2011, the timing is right for Brunswick to set a public hearing, and review the draft PACE ordinance and agreement, as included with this memo.

"In order for homeowners to be eligible to get a PACE loan of up to $15,000 to make energy efficiency improvements to their property, the town in which the home is located must pass a PACE ordinance per the LD1717 state law that was passed last April." (*As quoted from the Maine PACE is preparing for launch release from Efficiency Maine).* Efficiency Maine will administer the contracts for the PACE program without financial cost or resources required from the Town. If the ordinance is supported and passed in Brunswick, homeowners can obtain loans through PACE between $6500 and $15,000, at a fixed interest rate of 4.99%. PACE loans will have a maximum term of 15 years, making the annual loan payments lower than the cost of making no improvements, as the anticipated energy savings will exceed the cost of the loan payments. Should the homeowner decide to sell, the PACE loans are transferrable to the new homeowner, or can be paid off without penalty.

Eligibility requirements:

- The homeowners have a debt-to-income ratio of not more than 45%
- Property taxes and sewer charges are current on the property
- The property is not subject to any outstanding or unsatisfied tax or sewer liens
- The property is not subject to a reverse mortgage
- The property is not subject to a mortgage or other lien on which there is a recorded notice of default, foreclosure, or delinquency that has not been cured
- Loan to Value <100%: Property owner has at least as much equity in the home as amount of the PACE loan.

Additional detailed information is available online at www.efficiencymaine.com/PACE

DENISE M. CLAVETTE • SPECIAL PROJECTS ASSISTANT
PHONE: 207-721-0292 x 3 • FAX: 207-725-6663
DCLAVETTE@BRUNSWICKME.ORG • WWW.BRUNSWICKME.ORG/ECDEV

PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE

Administration by the Efficiency Maine Trust

PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE.

PREAMBLE

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, "An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act"; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy ("PACE") Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the Town of Brunswick, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Town of Brunswick wishes to establish a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy savings improvements to their property through PACE loans administered by the Trust or its agent; and

WHEREAS, PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust's administration of the municipality's PACE program, and 4) desire and intend to assist and cooperate with the Trust in its administration of the municipality's PACE program; and

WHEREAS, the Town of Brunswick may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE program; however, the Trust has indicated that the Town of Brunswick shall be responsible for administration of loans made from those other funding sources; and

NOW THEREFORE, the Town of Brunswick hereby enacts the following Ordinance:

ARTICLE I - PURPOSE AND ENABLING LEGISLATION

1. Purpose

DRAFT

By and through this Ordinance, and in conformity with applicable federal and State laws, , the Town of Brunswick establishes a municipal program to enable its citizens to participate in a Property Assessed Clean Energy ("PACE") program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the Town of Brunswick.

2. Enabling Legislation

The Town of Brunswick enacts this Ordinance pursuant to Public Law 2009, Chapter 591 of the 124th Maine State Legislature -- "An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act" (codified at 35-A M.R.S.A. § 10151, *et seq.*).

ARTICLE II - TITLE AND DEFINITIONS

1. Title

This Ordinance shall be known and may be cited as "the Town of Brunswick Property Assessed Clean Energy (PACE) Ordinance" (the "Ordinance")."

2. Definitions

Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings; as used in this Ordinance, the following words and phrases shall have the meanings indicated:

A. Energy saving improvement. "Energy saving improvement" means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:

(1). Will result in increased energy efficiency and substantially reduced energy use and:

(a) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy Energy Star program or similar energy efficiency standards established or approved by the Trust; or

(b) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or

(2). Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.

B. Town of Brunswick. "Town of Brunswick" shall mean the Town of Brunswick, located in Cumberland County, Maine.

C. PACE agreement. "Pace agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

D. PACE assessment. "PACE assessment" means an assessment made against qualifying property to repay a PACE loan.

E. PACE district. "Pace district" means the area within which the municipality establishes a PACE program hereunder, which is all that area within the municipality's boundaries.

F. PACE loan. "PACE loan" means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.

G. PACE mortgage. "PACE mortgage" means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.

H. PACE program. "PACE program" means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.

I. Qualifying property. "Qualifying property" means real property located in the PACE district of the municipality.

J. Renewable energy installation. "Renewable energy installation" means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.

K. **Trust.** "Trust" means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

ARTICLE III – PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY

1. Program Administration

A. PACE Administration Contract. Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Town of Brunswick will enter into a PACE

administration contract with the Trust to administer the functions of the PACE program for the Town of Brunswick. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:

i. the Trust will enter into PACE agreements with owners of qualifying property in the Town of Brunswick's PACE district;

ii. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;

iii. the Trust, or its agent, will disburse the PACE loan to the property owner;

iv. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;

v. the Trust, or its agent, will be responsible for collection of the PACE assessments;

vi. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;

vii. the Trust or its agent on behalf of the Town of Brunswick, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

B. Adoption of Education and Outreach Program. In conjunction with adopting this Ordinance, the Town of Brunswick shall adopt and implement an education and outreach program so that citizens of the Town of Brunswick are made aware of home energy saving opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

C. Assistance and Cooperation. The Town of Brunswick desires and intends to assist and cooperate with the Trust in its administration of the Town of Brunswick's PACE program.

D. Assessments Not a Tax. PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

2. Liability of Municipal Officials; Liability of Town of Brunswick

A. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors, tax

collectors, town councilors and town managers are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.

B. Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article III, §1(A) above, the Town of Brunswick has no liability to a property owner for or related to energy savings improvements financed under a PACE program.

Town Meeting/City or Town Council Question:

Shall the Brunswick Town Council / Town of Brunswick enter into a "Property Assessed Clean Energy (PACE) Program Agreement" with the Efficiency Maine Trust and authorize the City/Town Manager to sign the same?

PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the "Contract") is entered into this ___ day of _____, 20___, by and between the Town of Brunswick, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is 28 Federal Street, Brunswick, Maine 04011-1583_____ (the "**Municipality**") and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the "**Trust**"). The foregoing also is referred to herein collectively as the "**Parties**" or singly as "**Party**."

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, "An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act"; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy ("PACE") Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:

DRAFT

1.1. PACE agreement. "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

1.2. PACE District. "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.

1.3. PACE Loan. "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.

2. TRUST'S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:

2.1. Administration. Administer the functions of a PACE Program which administration shall include, without limitation:

A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;

B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;

C. the Trust, or its agent, will disburse the PACE Loan to the property owner;

D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;

E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;

F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;

G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;

H. the Trust, or its agent, will be responsible for management of federal grant funds; and

I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.

2.2. Terms and Conditions. Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.

3.2 Conformity with Home Energy Savings Program. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program.

3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.

3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations, however, the Trust will have an ongoing responsibility to comply with the terms of this Agreement with respect to PACE loans already secured by PACE Mortgages.

4. TERM.

4.1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract. The Trust will have an ongoing responsibility to comply with the terms of this Agreement with respect to PACE loans already secured by PACE Mortgages.

5. TERMINATION.

5.1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of

termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

6. LIABILITY.

6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

6.2. Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

Town of Brunswick
28 Federal Street
Brunswick, ME 04011-1583
Attention: Town Manager

To the Trust:

Efficiency Maine Trust
101 Second Street
Hallowell, ME 04347
Attention: _____

7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.

7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or

unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.

7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

MUNICIPALITY

By: _____
Signature

_____
Print Name
Its: _____Town Manager
Duly authorized by vote of the Town Council on
_____, 2010

EFFICIENCY MAINE TRUST

By: _____
Signature

_____
Print Name
Its: _____ (Title)

Maine PACE is preparing for launch

Maine PACE is a revolving loan program seeded by a $30 million ARRA grant to Efficiency Maine from the US Department of Energy. The grant was submitted by Efficiency Maine to DOE on behalf of all Maine municipalities.

In order for homeowners to be eligible to get a PACE loan of up to $15,000 to make energy efficiency improvements to their property, the town in which the home is located must pass a PACE ordinance per the LD1717 state law that was passed last April.

Traditional PACE legislation involves direct administration by municipalities, and even though the Maine version of PACE provides for Efficiency Maine to administer the program for municipalities, the state law continues to require the passage of a PACE ordinance on a town by town basis.

If you live in a town where ordinances must be passed by referendum, PACE may be placed on the ballot for passage at a special election or upcoming annual meeting. Passing PACE makes the program available in your community.

Detailed information about Maine PACE is available online at www.efficiencymaine.com/PACE .

PACE loans are for weatherization improvements made through Efficiency Maine Home Energy Savings Program (HESP). HESP currently provides up to $1,500 in cash incentives for weatherization with additional incentives for the replacement of heating systems or the installation of solar hot water or solar electric panels.

PACE loans are secured to the property through a junior mortgage similar to a Home Equity Loan.

Efficiency Maine will administer the program with no financial liability or cost to the town.

The PACE loan program is expected to launch in late January 2011.

More than 43 towns across the state have already passed PACE ordinances including: Augusta, Albion, Alfred, Arrowsic, Arundel, Biddeford, Belfast, Bradley, Cumberland, Fayette, Freeport, Gray, Hampden, Kennebunk, Lewiston, Lincoln, Old Town, Portland, Rockland, Scarborough, South Portland, Vassalboro, Waterboro, Waterville, Westbrook, Winslow, and Yarmouth. Dozens more towns are in process to have a PACE ordinance on the books in coming months.

PACE loans will have a term of as long as 15 years at a fixed interest rate low enough to make the annual loan payments lower than the cost of doing nothing. (Projected energy savings will exceed loan payments.)

In the case of a property sale, PACE loans are transferable to the new owner, or can be paid off at no penalty.

Is it true that the PACE program in Maine is invalid or opposed by financial regulators? No. Fannie Mae, Freddie Mac, and FHFA object to "priority lien" versions of PACE legislation passed in other states. FHFA supports Maine PACE.

Eligibility requirements:

- **The homeowners have a debt-to-income ratio of not more than 45%**
- **Property taxes and sewer charges are current on the property**
- **The property is not subject to any outstanding or unsatisfied tax or sewer liens**
- **The property is not subject to a reverse mortgage**
- **The property is not subject to a mortgage or other lien on which there is a recorded notice of default, foreclosure, or delinquency that has not been cured**
- **Loan to Value <100%: Property owner has at least as much equity in the home as amount of PACE loan.**

HOME ENERGY SAVINGS PROGRAM WITH MAINE PACE FINANCING

1. GET PREQUALIFIED BY CALLING EFFICIENCY MAINE
2. SCHEDULE AN ENERGY AUDIT WITH A PARTICIPATING ENERGY ADVISOR
3. GET QUOTES OF WORK TO BE DONE AND SUBMIT ALONG WITH LOAN APPLICATION TO EFFICIENCY MAINE
4. VISIT LOCAL BANK BRANCH TO SIGN LOAN DOCUMENTS
5. RECEIVE 30% OF PROJECT COST TO USE AS DOWN PAYMENT ON WORK TO BE DONE
6. SCHEDULE CONTRACTORS TO INSTALL IMPROVEMENT MEASURES
7. PARTICIPATING ENERGY ADVISOR RETURNS TO VERIFY WORK DONE AS SPECIFIED
8. REMAINING PROJECT FUNDS RELEASED TO HOMEOWNER TO PAY INSTALLERS
9. EFFICIENCY MAINE INCENTIVES ARE USED TO OFFSET LOAN AMOUNT
10. HOMEOWNER RECEIVES MONTHLY STATEMENTS FROM EFFICIENCY MAINE

CURRENT AVERAGE PROJECT COST $10,000, AVERAGE PROJECTED SAVINGS 37%.

CURRENT EFFICIENCY MAINE INCENTIVE:

$1500 FOR 25% PROJECTED ENERGY SAVINGS

Media Advisory

FOR IMMEDIATE RELEASE

March 31, 2011

FOR MORE INFO, CONTACT:

Paul Badeau, Director of Communications,

287-4350

NEW LOAN PROGRAM OFFERS SMART WAY TO FINANCE HOME ENERGY IMPROVEMENTS

(HALLOWELL, ME) -- Thanks to a collaborative effort with numerous Maine municipalities, Efficiency Maine is launching a program for Maine homeowners that will offer a new way to finance energy efficiency upgrades to their homes.

Maine PACE Loans is the name of the program that officially kicks off Monday, April 4. These loans provide a way for homeowners to borrow funds at a competitive interest rate to make energy improvements, such as installing a new energy-efficient heating system, weatherizing a home with insulation and air sealing, and replacing inefficient appliances and lighting.

Nearly 60 Maine municipalities statewide are making this new financing tool available, and more are joining every month. When combined with Efficiency Maine's Home Energy Savings Program rebates, PACE Loans can deliver meaningful energy savings for Maine residents looking to make their homes more comfortable while reducing their energy bills month after month.

To get a PACE loan, a customer's property must be located in a municipality that has adopted a PACE ordinance (see the attached list for a complete list of participating municipalities). Any municipality may join the program. A property owner must meet other conditions, including being current on property tax and sewer payments. The amount of the PACE loan cannot exceed the property owner's equity in the home.

With a fixed interest rate of 4.99 percent, loans can have up to a 15-year repayment period, and are transferable upon

the sale of the property. Loans can range anywhere from $6,500 to $15,000.

Qualifying homeowners start by hiring a Participating Energy Advisor listed on Efficiency Maine's web site (www.efficiencymaine.com), then initiating the loan process. They can then select from a list of registered vendors to complete their energy upgrades, submit a loan application and Rebate Reservation Form, and once approved, applicants will receive 30 percent of the amount of the project to use as a down payment. The remaining funds will be released after the completed work has been verified by the Energy Advisor.

Projects estimated to save 25 percent or more on heating costs will also qualify for up to $1,500 in rebates from Efficiency Maine's Home Energy Savings Program while funds last. Additional incentives for heating systems and solar equipment may also available.

The Maine PACE Loans program was seeded by an American Recovery and Reinvestment Act (ARRA) grant from the U.S. Department of Energy. Efficiency Maine won the competitive grant to capitalize, administer and market the loans in a 2009 proposal. However, state law requires that all towns pass an ordinance enabling PACE before local homeowners become eligible for the loans.

For more information about PACE, visit www.efficiencymaine.com/pace, or call 1-866-376-2463.

--30--

Municipalities that have notified Efficiency Maine that they have passed a PACE ordinance as of 3-31-11

Albion
Alfred
Anson
Arrowsic
Arundel
Auburn
Augusta
Bangor
Bath
Belfast
Biddeford
Bowdoinham
Bradley
Brewer
Brooksville
Bucksport
Cape Elizabeth
China
Cumberland
Dayton
Dover-Foxcroft
Falmouth
Fayette
Fort Kent
Freeport
Gray
Hallowell
Hampden
Harpswell
Houlton
Kennebunk
Lewiston
Lincoln
Lisbon
Mechanic Falls
North Haven
Old Town
Orono
Phippsburg
Portland
Presque Isle
Richmond
Rockland
Saco
Scarborough
Solon
South Berwick
South Portland
Strong
Topsham
Vassalboro
Vinalhaven
Waterboro
Waterville
West Bath
Westbrook
Winslow
Winthrop
Yarmouth

A PACE Loan can help you upgrade your heating system and weatherize your home… at little or no net cost to you.

In conjunction with our Home Energy Savings Program rebates, PACE Loans enable most homeowners to make energy improvements that generate enough savings on heating bills to pay back the loans. Unlike ordinary loans, PACE Loans can be transferred with your property if you ever choose to sell.

Call Efficiency Maine today at **1-866-376-2463** to find out if PACE is approved by your town, and to prequalify for your loan!

Printed in Maine on recycled paper.

3/11

Maine PACE Loans

"Am I eligible for a PACE Loan?"

PACE Loans are available only in Maine towns and cities that have passed a PACE ordinance. (For a current listing, visit efficiencymaine.com.)

In eligible towns, homeowners must meet the following requirements:

- Debt-to-income ratio of not more than 45%
- Loan-to-value is less than 100%, i.e., the amount of the PACE loan does not exceed the property owner's equity in the home
- Property tax and sewer charge payments on the property are current
- No outstanding liens
- No reverse mortgages
- No mortgage default, foreclosure or delinquency

For more information about Efficiency Maine PACE Loans and the Home Energy Savings Program, visit **efficiencymaine.com** or call **1-866-376-2463.**

efficiency MAINE

Leading the Way to a Brighter Future

Efficiency Maine is a statewide effort to promote the more efficient and cost-effective use of energy in order to save money for Maine residents and businesses, expand the economy and create jobs.

Maine PACE Loans

Home Comfort Paid for by Energy Savings

Borrow up to $15,000 to upgrade your heating system, weatherize your home, and cut your heating bills.

efficiency MAINE

Leading the Way to a Brighter Future

Efficiency Maine Home Energy Savings Program Incentives and PACE Loans

What types of work are covered?

- Weatherization (insulation, air sealing, new windows & doors)
- Upgrade to more efficient heating systems
- Energy-efficient lighting and appliances
- Solar thermal or photovoltaic systems

NOTE: Project must meet Home Energy Savings Program requirements.

What are the loan terms?

- Up to 15-year repayment period
- "Junior" to first mortgages (similar to home equity loans)
- Fixed Interest Rate of 4.99%
- Transferable upon sale of property
- Now available in many Maine towns
- Loans range from $6,500-$15,000, with no processing fees

What are the cash incentives?

If your project is estimated to save 25% or more on heating costs, you may qualify for up to $1,500 in rebates. Additional incentives for heating systems and solar thermal or photo-voltaic equipment are available. These funds can be used to offset your starting loan principal.

Who funds PACE?

Maine PACE was seeded by a $30 million American Recovery and Reinvestment Act (ARRA) grant from the U.S. Department of Energy. Efficiency Maine won a grant to capitalize, administer and market the loans in a 2009 competition on behalf of all Maine municipalities. However, state law requires that all towns and cities pass an ordinance enabling PACE before local homeowners become eligible for the loans.

"How do I take advantage of Efficiency Maine's PACE Loans and Home Energy Savings Program Incentives?"

Ten simple steps to a warmer home with lower energy bills:

1 Hire a Participating Energy Advisor

Find a Maine Home Energy Advisor at efficiencymaine.com.

2 Initiate loan process

Call Efficiency Maine at 1-866-376-2463 to prequalify for a loan.

3 Bid out your job

Select a preferred vendor from our list at efficiencymaine.com for any work recommended by the audit.

4 Submit paperwork

Send Efficiency Maine a Rebate Reservation Form and your contractor's bid, along with a completed PACE Loan Application.

5 Sign loan documents

Upon loan approval, our finance representative will schedule an in-home loan closing.

6 Receive funds to start job

The week following closing, receive 30% of project cost to use as an initial payment for the work.

7 Complete upgrade

Make your energy-saving improvements with an Efficiency Maine preferred vendor.

8 Verify work

Once the work is finished, schedule a return visit by your Participating Energy Advisor to make sure all was completed as specified.

9 Submit project completion form

10 Get remaining funds

Efficiency Maine will release the balance of your loan to pay contractor(s) for the work.

You can take up to 15 years to pay back the net loan balance, after incentives. Efficiency Maine will automatically send monthly loan repayment statements.

If you ever decide to sell your home, you can choose either to pay off the remaining balance, or transfer the loan to the next owner.

Detailed information about Efficiency Maine PACE Loans is available online at **efficiencymaine.com** or by calling **1-866-376-2463**.

ITEM 32
BACK UP MATERIALS

Addition to Item 97
Summary of the Willow Grove' Request
As prepared by Mr. Green

The residents of Willow Grove, a planned unit development (PUD), are requesting that the town of Brunswick accept as public hydrants the seven fire hydrants in Willow Grove.

The Town Council previously considered this matter at a meeting on June 5, 2000, as one of three issues brought to the Council by several PUDs and condominiums. These issues were: 1) solid waste collection 2) fire protection fees and 3) electricity for street lights. Of these three, the town agreed to provide solid waste collection.

Since this decision was rendered, the residents of Willow Grove have come to understand that Willow Grove is unique from all other PUDs and condominiums in that the Brunswick-Topsham Water District (BTWD) constructed and now owns, operates, and maintains all of the water infrastructure in Willow Grove except for the water services to individual houses. Because of this unique distinction, it is reasonable to conclude that the water system in Willow Grove is a public system.

The Public Utilities Commission (PUC) reviewed our request to declare Willow Grove hydrants as public hydrants and issued a finding on May 10, 2007. First, PUC determined that the water system in Willow Grove was a public utility owned by the WTWD and that the WTWD had to reimburse Willow Grove for six years of fire hydrant maintenance payments which it did. Second, the town has not accepted the fire hydrants in Willow Grove as public hydrants and therefore, according to PUC rules, must be considered private hydrants.

PUC rules provide two options for classifying fire hydrants as public hydrants. One, the fire hydrants must be on a public way, or two, the Town can declare the hydrants to be public hydrants. We are requesting the second option as being reasonable and fair.

If the Town accepts Willow Grove hydrants as public hydrants, there will be no immediate effect on the Town budget and/or individual water bills.

Fran Smith

From: Gary Brown [gbrown@brunswickme.org]
Sent: Tuesday, August 10, 2010 10:04 AM
To: 'Fran Smith'
Subject: FW: Fire hydrants-Willow Grove

From JAF

Gary Brown, ICMA-CM
Town Manager
Town of Brunswick
207 725-6659 ext 201

From: John Foster [mailto:jfoster@brunswickme.org]
Sent: Tuesday, August 03, 2010 11:21 AM
To: 'Ken Brillant'; 'Gary Brown'
Subject: RE: Fire hydrants-Willow Grove

Ken/Gary,

Willow Grove is a private development and the town does not maintain any roads or facilities within the development. All we do presently is to provide trash and recycling collection where PTW does enter the development and empty the several dumpster units they provide.

I hope we are clear about why we are accepting these hydrants as public hydrants as there are a lot of private hydrants in developments out there, both residential and commercial. Since the hydrants serve the development it is not clear to me why they should be considered "town" hydrants. If these are accepted expect a number of similar requests would be my comment. Thanks, John

John A Foster, Town Engineer/Director of Public Works
207.725.6654
FAX 725.6655
jfoster@brunswickme.org

From: Ken Brillant [mailto:kbrillant@brunswickme.org]
Sent: Tuesday, August 03, 2010 9:08 AM
To: 'Gary Brown'; 'John Foster'
Subject: RE: Fire hydrants-Willow Grove

I've spoken with Allen Frasier and he is going to check their files and confirm the number of hydrants the District owns there. He thinks there may be two private hydrants on site that the district is not responsible for. Once I receive that information I will forward on my thoughts. John I'm assuming the road/ development is private and DPW doesn't maintain any of the roads.

Kenneth A. Brillant
Fire Chief
Brunswick Fire Dept.
21 Town Hall Place
Brunswick, Maine 04011
207-725-5541 Ext 11
e-mail: kbrillant@brunswickme.org

Fran Smith

From: Gary Brown [gbrown@brunswickme.org]
Sent: Tuesday, August 10, 2010 10:03 AM
To: 'Fran Smith'
Subject: FW: Willow Grove Private Fire Protection
Attachments: Willow_Grove_PUC_05102007.pdf; Willow_Grove_BTWD_05212007.pdf

Gary Brown, ICMA-CM
Town Manager
Town of Brunswick
207 725-6659 ext 201

From: Ken Brillant [mailto:kbrillant@brunswickme.org]
Sent: Tuesday, August 03, 2010 1:16 PM
To: 'Gary Brown'
Cc: 'John Foster'
Subject: FW: Willow Grove Private Fire Protection

Gary,
Below is an e-mail from Alan Frazier regarding Willow Grove and the Districts position currently. Attached are two supporting documents which help clarify the situation which is somewhat unique. I say unique because the contract with the developer stated the District would take ownership of the main and the hydrants, which is not the normal language. They reviewed all of their past contracts and this was the only one with this language. We are charged a lump sum for hydrant rental and not on a per hydrant basis and should not see any significant impact based solely on these seven hydrants as the amount we pay is a percentage of the District's revenue. I do agree with John that by accepting these hydrants and not the roads (whole package), like normal, we will be opening the door for similar requests, even though the circumstances here are different from the others. There are quite a few private hydrants in town.

Kenneth A. Brillant
Fire Chief
Brunswick Fire Dept.
21 Town Hall Place
Brunswick, Maine 04011
207-725-5541 Ext 11
e-mail: kbrillant@brunswickme.org

From: Alan Frasier [mailto:ajfrasier@btwater.org]
Sent: Tuesday, August 03, 2010 12:33 PM
To: kbrillant@brunswickme.org
Subject: Willow Grove Private Fire Protection

Chief Brillant:
Confirming our phone conversation, the Willow Grove development was constructed in 1986. Per the contract between the developer and the District, the District owns and maintains seven hydrants in the development. Neither the roads nor the hydrants have been accepted by the Town as public. The District therefore charges Willow Grove for seven 6-inch private fire protection connections. The annual rate is $864 per connection, for a total annual charge of $6,048.

The Willow Grove Homeowner's Association filed a complaint against the District with the Maine Public Utilities Commission in 2007 challenging the appropriateness of a) private fire protection charges, and b) private hydrant maintenance charges. The PUC found that the private fire protection charges were appropriate. They also found that the private hydrant maintenance fees were charged in error because the contract stated that the District would take ownership of the mains and hydrants. (Incidentally, PUC requested that the District review all of its past contracts with developers to see if a similar situation existed elsewhere. In all other cases, District ownership was limited to the mains only.) Relevant correspondence is attached.

You asked what the impact to the Town's public fire protection charge would be if the Town accepted the hydrants as public. PUC rules (Chapter 690, Determination of Fire Protection Revenues for Water Utilities) set forth a methodology for determining the percentage of the District's revenue that should be derived from fire protection charges. Because it is a percentage (and not a per hydrant charge), the number of public fire hydrants does not matter, and acceptance of the hydrants by the Town would not have a direct impact on the Town's fire protection charge.

If you need additional information, please feel free to call.

Alan J. Frasier, PE
General Manager

Brunswick & Topsham Water District
PO Box 489
266 River Rd
Topsham, ME 04086
Tel: 207-729-9956
FAX: 207-725-6470

This message is intended for the use of the addressee only and may contain information that is privileged and confidential. If you are not the intended recipient of this message, be notified that any dissemination or use of this message is strictly prohibited. If you have received this message in error, please delete all copies of the message and its attachments and notify the sender immediately.

STATE OF MAINE
PUBLIC UTILITIES COMMISSION
242 STATE STREET
18 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0018

KURT ADAMS
CHAIRMAN

SHARON M. REISHUS
VENDEAN V. VAFIADES
COMMISSIONERS

May 10, 2007

Mr. Thomas Green
28 Willow Grove Road
Brunswick, Maine 04011

Re: CAD Case No. 2007-22324

Dear Mr. Green:

This letter concerns the above referenced complaint you filed against the Brunswick and Topsham Water District (District) regarding the District charging Willow Grove Homeowner's Association private fire protection charges and maintenance charges for each of the 7 fire hydrants located in the Willow Grove Development. You stated that the main extension contracts that were signed with the District required that ownership of the mains and the hydrants be turned over to the District. You questioned how the District could charge the Willow Grove Homeowner's Association maintenance fees and private fire protection charges when it was the District that owned the hydrants. You contacted CAD for assistance in determining whether the District could charge Willow Grove maintenance fees and private fire protection charges.

My investigation found the following:

1.) The 87-unit Willow Grove Development was constructed in 1986. A main extension was constructed to serve the development and 7 hydrants were part of the main extension project. A review of the main extension agreement and other correspondence from the District confirmed that the District required that ownership of the water main and hydrants serving the development had to be transferred to the District, which it was.

2.) The Town of Brunswick has never accepted the roads or the hydrants in the Willow Grove Development.

3.) The District has been billing Willow Grove Homeowner's Association a private fire protection charge since 1986 because the town of Brunswick has never accepted the roads or the hydrants in the development. The District bills private fire protection charges to all other developments in its service territory, where the town has not accepted the roads or the hydrants in the development.

4.) The District has been charging Willow Grove Homeowner's Association a quarterly private fire protection charge of $180 for each of the 7 hydrants connected to the 6-inch water main in the development, which amounts to a yearly charge of $720 per hydrant, and a total yearly private fire protection charge of $5,040 for the 7 hydrants in the Willow Grove Development. This

private fire protection charge is set out in the District's rate schedule, which is part of the District's Terms and Conditions. This charge was approved by the Commission. The Commission has recently approved an increase in the private fire protection charge effective March 1, 2007. The new rate is $192.00 per quarter per connection (hydrant) to a 6-inch main.

5.) Chapter 69: Determination of Fire Protection Revenues For Water Utilities, Section 4, states:

> "Until such time as the way on which a hydrant is located is accepted by a municipality or the municipality accepts responsibility for a hydrant as a public hydrant, the hydrant shall be considered private fire protection and shall be billed accordingly.
>
> Any tariff provision that conflicts with this rule shall be null and void."

6.) The District has been charging Willow Grove Homeowner's Association a yearly hydrant maintenance fee, which has totaled $2,940 over the past 6 years. From 2001 to 2003 the fee was $420 per year, from 2003 to 2005 it increased to $490 per year and from 2005 to 2007 it was $560 per year. The District has charged this maintenance fee to other developments in its service territory that are charged the private fire protection fee.

7.) After a review of its practice of charging maintenance fees to Willow Grove Homeowner's Association and other developments, where the District owns the hydrants, the District has agreed that it should not be charging maintenance charges on hydrants that the District owns and has agreed to return the hydrant maintenance fee that Willow Grove and other similar Homeowner's Associations have paid over the period of the last 6 years. (Title 35-A M.R.S.A. Section 1308 Reparation or adjustment, which allows the Commission to order rebates for billing errors or excessive charges for a period up to 6 years.)

Discussion:

There are two issues in this case; the first one is whether the District can charge the Willow Grove Homeowner's Association a private fire protection charge for the seven hydrants in the development, even those hydrants that are owned by the District; and the second issue is whether the District can charge the Willow Grove Homeowner's Association a yearly maintenance fee on hydrants that are owned by the District.

Decision:

It is my decision based on the facts stated above, in regard to the first issue, whether the District is appropriately assessing the private fire protection charge to Willow Grove Homeowner's Association, that the District is correctly assessing the private fire protection charge in accordance with Chapter 69 of the Commission's rules and the District's Terms and Conditions. Although it is unusual for a District to take ownership of fire hydrants that have not been accepted by the Town, this does not prevent the District from assessing a private fire protection

charge on those hydrants, since the only other option is for the District to access a public fire protection charge, which Chapter 69 Section 4 states can only be assessed when the road on which the hydrant is located is accepted by a municipality or the municipality accepts responsibility for a hydrant as a public hydrant. The Willow Grove Homeowner's Association must continue to pay the private fire protection charge for each of the 7 hydrants until the Town of Brunswick accepts the road on which the hydrants are located or the Town accepts responsibility for the hydrants as public hydrants.

In regard to the second issue, concerning whether the District can charge the Willow Grove Homeowner's Association a yearly maintenance fee on hydrants that are owned by the District; since the District required that the Willow Grove Homeowner's Association to turn over ownership of the main and the 7 hydrants to the District in 1986, the District cannot charge Willow Grove Homeowner's Association a yearly maintenance fee on the 7 hydrants, because the District owns those hydrants. As stated above, the District has agreed that it should not be charging maintenance charges on hydrants that the District owns and has agreed to return the hydrant maintenance fees paid by the Willow Grove Homeowner's Association over the last 6 years. The total amount of the refund due the Willow Grove Homeowner's Association is $2,940. The District will refund the $2,940 to the Willow Grove Homeowner's Association as soon as possible and will not charge the Willow Grove Homeowner's Association any hydrant maintenance charges in the future.

Both the customer and the utility have the right to appeal this decision. Appeal requests must be made in writing to Ms. Karen Geraghty, Administrative Director, Public Utilities Commission, 18 State House Station, Augusta, ME 04333-0018, within 5 business days of the date of this decision letter. The written appeal must state the specific reasons why the CAD decision should be overturned.

Upon receipt of an appeal, the Commission will review the file. If the Commission decides that the CAD decision is correct, the Commission will issue a letter or order denying the appeal. If it decides the CAD decision was incorrect, the Commission will investigate the CAD decision further and issue a decision.

If you have any questions or concerns, please contact me. You can reach me by calling the Commission's toll free number 1-800-452-4699 Ext. 2004. You can also reach me by e-mail at, steve.dunn@maine.gov.

Sincerely,

Steven R. Dunn
Consumer Assistance Division
Maine Public Utilities Commission

cc: Alan Frasier, Brunswick & Topsham Water District

Brunswick & Topsham Water District

P O Box 580
Brunswick, Maine 04011
Telephone (207) 729-9956
Fax (207) 725-6470

Alan J. Frasier, PE
General Manager

Daniel O. Knowles, CPA
Director of Finance and
Data Management Systems

William G. Alexander, Jr.
Operations Manager

Office Location
266 River Road
Topsham, Maine 04086

Member
AWWA
NEWWA
MWUA
MRWA

May 21, 2007

Mr. Thomas Green
28 Willow Grove
Brunswick, ME 04011

RE: CAD Case No. 2007-22324

Dear Mr. Green:

We received a copy of the letter dated May 10, 2007 from Steven Dunn of the Maine PUC to you regarding the referenced case. This case, and Mr. Dunn's findings, were discussed at the District's regular meeting of the Board of Trustees held on May 14.

In accordance with Mr. Dunn's findings, the Board voted to refund the private hydrant maintenance charges paid by the Willow Grove Homeowner's Association going back six years. Accordingly, please find enclosed a check in the amount of $2,940.00 which is the amount paid by the Association from the winter of 2001 – 2002 to present.

Also in accordance with Mr. Dunn's letter, please note that the District will continue to charge the Association for private fire protection for each hydrant connection until the Town of Brunswick accepts the street(s) on which the hydrants are located or the Town accepts the hydrants as public hydrants.

Sincerely,

Alan J. Frasier, PE

Pc: Steven Dunn

ITEM 33
BACK UP MATERIALS

TOWN OF BRUNSWICK

TOWN MANAGERS OFFICE

MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Town Manager

DATE: April 6, 2011

RE: Lease with Brooks Farm and Feed

I am requesting that the Council authorize me to enter into a lease agreement with Brooks Farm and Feed for the purpose of providing public parking on property on Union Street. The cost of the lease is $5,000 for 12 months, with a term of two years. The funding for the first year will be from the Department of Economic and Community Development budget as there are available funds resulting from the resignation of the Director's position.

Parking on Maine Street is going to be reduced and disrupted this summer as the work on Bath Road/Maine Street will be ongoing from late June to sometime in the fall. Long-term parking for train passengers is not available any longer as the Cedar Street lot has been closed by MDOT. The limited public parking on Station Avenue is short-term, preventing use by train passengers from using those spots.

This proposal represents a cooperative effort between the Town of Brunswick, Maine Eastern railroad, JHR Development and Brooks Farm and Feed. Brunswick would pay the lease cost for the property. Maine Eastern has agreed to and minor site costs provide surface materials (gravel, rock, and railroad ties), JHR is funding the site plan and Brooks Farm and Feed will do most of the site work.

ITEM 35
BACK UP MATERIALS

ITEM 35
NO BACK UP MATERIALS

TOWN OF BRUNSWICK

28 Federal Street Brunswick, Maine 04011 TEL: (207) 725-6658 FAX: (207) 725-6663

APPLICATION FOR LICENSE OR PERMIT

Please complete:

Type of Business: ☐ Sole Proprietor-Owner's Name: _____

☐ Partnership-Partner's Names: _____

☒ Corporation-Corporation Name: THE GELATO FIASCO

Incorporation Date: 6/2007 *Incorporation State:* ME

☐ **New License**: Opening Date _____ ☒ **Renewal License**: Expiration Date: 4/1/10

Business Name: THE GELATO FIASCO E-Mail: josh@gelatofiasco.com

Business Address: 74 MAINE Business Phone Number: 607 4002

Name of Contact Person: JOSH Contact's Phone Number: 607 4002

Mailing Address for Correspondence: 74 MAINE ST

Signature of Applicant: [signature] Date: 3/29/11

There will be a late fee for any expired licenses ($25) w/ fees higher than ($50) and ($10) for licenses w/ fees ($50) or less. The fine will double after the license has been expired for more than 30 days. New licenses are prorated by the half-year.

Select Type of License you are applying for on back of this page

Corporations Please Complete:

Address of Incorporation: 74 MAINE ST BRUNSWICK Phone #: 607-4002

Name of Corp. Officer, Owner, or Partners:	*Title*	*Address*	*% of Stock or ownership*
JOSHUA DAVIS	VP	7 Middlesex RD TOPSHAM	50
BRUNO TROPEANO	P	25 TOWER Circle BATH	50

Town Clerk Use Only

Approvals: ☐ Finance ☐ Codes ☐ Health Officer ☐ Council ☐ Police

Codes Officer Signature *Health Officer Signature*

Temp Food Service: ☐ Maine Dept of Human Services Valid License ☐ Maine Dept of Agriculture License

Seller of Prepared Food on Public Way: ☐ Insurance Binder ☐ Picture of Cart (also will need FSE License)

Waiting on: _____ Mailed or Issued Date: _____ PH Date: _____

Type of License: Seller of Prepared Food Paid Fee: $ 25- Cash / Check Date: 4/4/11

Advertising Fee: $ _____ ☐ Paid

App/businessLicAppNov06

License Fees & Schedule: Please check the type of license you are applying for.

☐ **Bazaar or Flea Market**-Exp. June 30th
_____1-3 Days ($50) Date and Location of Event:_____
_____Annually ($225)

☐ **Bowling Alleys, Pool Halls and Billiards**-Exp. June 30th
_____Number of Lanes ($20 each) _____Number of Tables ($20 each)

☐ **Carnival or Circus**
_____Number of Days ($150/day) Date and Location of Event:_____

☐ **Commercial Vehicle**-Exp. December 31st ___Number of Vehicles ($75/vehicle) (New licenses issued between 7/1 and 12/31 is $38 per vehicle) (New Vehicles – one time $25 inspection fee)

Food Service Establishment (Victualer)-Exp. May 31st
- ☐ FSE with Malt, Vinous & Spirituous Liquor ($250)
- ☐ FSE with Malt and Vinous ($200)
- ☐ FSE with Malt or Vinous ($175)
- ☐ FSE with Sit Down, no Alcohol ($100)
- ☐ FSE Mobile Carts, Take Out, Coffee, Popcorn, Catering, B&B's, Bakeries, or Prepared Seafood Vender, ETC ($75)

FSE: *Description of Food to be sold*: _____

☐ **Going Out of Business** ($50)
60 Day License (*Must also Complete an Application for Going out of Business Sale, and include a list of inventory)*

☐ **Innkeeper**-Exp. May 31st ☐ 1-15 Rooms ($100) ☐ 16+ Rooms ($175)

☐ **Junkyard** ☐ **Automobile Graveyard** ($50 each, both Exp. Oct. 1st) ☐ **Auto Recycling** ($250-5 Yrs)
Plus $25 application fee for each type _____

☐ **Pawnbroker** ($75) Exp. June 30th

☐ **Peddler**:
___*#Weeks/$25/week* ___*#Months (up to-3 mnths-$50/ up to-6 mnths $75)* ___*1 Year (up to 12 mnths $100)*

☐ **Pinball Mach. - Other Amuse Devices** ($35/each) Exp. June 30th ____ Number of Machines/Devices

☐ **Second Hand Dealer** ($75)-Exp. June 30th

☒ **Sellers of Prepared Food on Public Way** ($1500 Mall vendor/$3,000 Farmers Market/$25 other)
Location: 74 MAINE ST *Exp. 1st PH in March*
As part of the application you must submit a letter of intent from insurance carrier, picture of food service device (not needed for renewals) and a victualer's license. I certify that, to the best of my knowledge, I have complied with all laws and ordinances of the State of Maine and the Town of Brunswick. _____
_____(Signature of owner, officer, partner or agent)
(New applicants must talk to Recreation Dept/There is no proration on new licenses)

☐ **Special Amusement** ($100)-Exp. w/Alcohol License
Describe in detail kind and nature of entertainment-_____
_____
Describe in detail room or rooms to be used under this permit-_____
_____
Signature of Owner, officer, partner or agent: _____

☐ **Tattooing Establishment** ($75)-Exp. June 30th

☐ **Theater** ($150 per screen)-Exp. June 30th _____Number of Screens

ITEM 36
BACK UP MATERIALS

Proposed Ordinance Amendments
Relative To Eliminating Reverse Angle Parking
on Station Avenue
Drafted – 03/25/2011
Public Hearing –
Adopted –
Effective –

Be it ordained by the Town Council of the Town of Brunswick, Maine, that Chapter 15, Articles III, the Municipal Code of Ordinances, Town of Brunswick, Maine, is amended by removing the struck-out language as follows:

CHAPTER 15
TRAFFIC AND VEHICLE
ARTICLE III.
SPECIFIC STREET REGULATIONS

~~Sec. 15-54. Reverse angle parking.~~

~~All designated angle parking spaces as indicated by pavement markings on Station Avenue shall only be occupied by a vehicle that backs into the space so that the front of the vehicle is facing out away from the curb. Parking in any other manner than backing in is prohibited and considered a violation of this section.~~

Adopted by the Brunswick Town Council at their Regular Meeting held on _____. It will become effective thirty days after adoption.

Attest: _____
Town Clerk

Material and Contract Cost Based on Bidding/Quotes

Changes to Curb & Sidewalk to Allow Head-In Parking

Station Avenue

Town of Brunswick

Project Description: Change curb alignment and sidewalk to re-orient parking from back-in parking to head-in parking on Station Avenue (see Site Plan for complete scope of work)

JAF, Public Works Department

Print Date: April 07, 2011

Description	*Quantity*	*Unit*	*Unit Price*	*Estimated Total Cost*
Materials Needed				
Additional Straight 5" Vertical Granite Curb	90.0	l.f.	$ 13.75	$ 1,238
Additional Radius Vertical Granite Curb	42.0	l.f.	$ 27.00	$ 1,134
4 ft Type F Pre-Cast Catch Basin w/boot for 10" PVC lateral	1.0	ea.	$ 295.00	$ 295
10" PVC SDR 35 Storm Drain Lateral Piping	26.0	l.f.	$ 6.18	$ 161
Provide Additional Boot for Cored Existing Catch Basin	1.0	ea.	$ 80.00	$ 80
Catch Basin, 24" square frame & grate, 6" riser	1.0	ea.	$ 255.00	$ 255
Sub-Total (Materials)				$ 3,162
Construction Contracts:				
Core existing catch basin on site	1.0	ea.	$ 400.00	$ 400
Low Bid for Installing Curb, Pavers and Finish Paving		L.S.		$ 14,750
Grinding to Remove Existing Pavement Markings	560	s.f.	$ 2.00	$ 1,120
Layout and Restripe Parking Stalls, Safety Zones	500	s.f.	$ 1.00	$ 500
Sub-Total (Contracted Work):				$ 16,770
Total Project Cost:				***$ 19,932***

Bid Tabulation

Station Avenue Granite Curb/Sidewalk Paver Changes Project

Bids Opened: April 7, 2011

Print Date: April 07, 2011

No.	*Bidder*	*Total Bid Price*
1.	Ray Labbe & Sons, Inc.	$ 14,750.00
2.	Lebrecque Construction	$ 25,600.00
3.	Jaiden Landscaping	$ 38,980.00
4	Harry C. Crooker & Sons, Inc.	No Bid
5.	Goodall Landscaping	No Bid

ITEM 37
BACK UP MATERIALS

United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
15 State Street
Boston, Massachusetts 02109-3572

April 7, 2011

Mr. Gary L. Brown
Town Manager
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

Dear Mr. Brown:

Reference: Naval Air Station Brunswick
East Brunswick Remote Radio Transmitter Site (Approximately 66 acres)
Brunswick, Maine

The Town of Brunswick's application to acquire the surplus Federal property consisting of 66 acres at the East Brunswick Remote Radio Transmitter Site has been approved by the National Park Service and accepted by the Department of the Navy. As stated in the enclosed letter dated March 8, 2011, the Department of the Navy has assigned the subject property to the Secretary of the Interior for disposal for public park and recreational use pursuant to 40 U.S.C. § 550 (e).

Pursuant to condition #4 in Part A of your application, we request that the Town of Brunswick take constructive possession of the property within 15 days of the receipt of this letter. On the date that the Town accepts constructive possession, it shall have all obligations and liabilities of ownership, and will assume responsibility for the care and handling of, and all risks of loss or damage to, the property. Please acknowledge the Town's acceptance of constructive possession by completing the enclosed statement and returning the original to this office at your earliest convenience.

We will furnish a quitclaim deed that conveys title to the property to the Town in the near future. Please call me at (617) 223-5190 if you have any questions.

Sincerely,

Elyse R. LaForest
Program Manager
Federal Lands to Parks Program

Enclosure

Acceptance of Constructive Possession for Surplus Federal Property at the
Naval Air Station Brunswick
East Brunswick Remote Radio Transmitter Site (Approximately 66.2 acres)
Brunswick, Maine

In accordance with the terms and conditions provided in the Application for Federal Surplus Property for Public Park or Recreational Purposes submitted to the U.S. Department of the Interior, National Park Service by the Town of Brunswick, Maine on November 21, 2007, and acting by and through the undersigned, the Town of Brunswick hereby acknowledges that it shall have all obligations and liabilities of ownership, and will assume responsibility for the care and handling of, and all risks of loss or damage to, the property described as the Ease Brunswick Remote Radio Transmitter Site located in Brunwick Maine, and containing 66.2 acres, beginning at noon on the _____ day of _____, 2011.

By:_____

Title:_____

Date:_____

CONSENT AGENDA - A BACK UP MATERIALS

-Draft-
BRUNSWICK TOWN COUNCIL
Minutes
March 21, 2011
7:00 P.M.
Municipal Meeting Room
Maine Street Station
16 Station Avenue

Councilors Present: Chair Joanne T. King, W. David Watson, Benjamin J. Tucker, Suzan Wilson, John M. Perreault, Gerald E. Favreau, Margo H. Knight, and Deborah R. Atwood

Councilors Absent: E. Benet Pols

Town Staff Present: Gary Brown, Town Manager; Fran Smith, Town Clerk; John Eldridge, Finance Director; Anna Breinich, Director of Planning and Development;; Tom Farrell, Director of Parks and Recreation; Kevin Schofield, Police Commander; Marc Hagan, Police Commander; Denise Clavette, Special Projects Assistant; Terry Goan, Police Officer; and TV video crew.

Chair King asked for the Pledge of Allegiance and then asked the Town Clerk for roll call.

Public Comment: None

Correspondence:

Councilor Atwood spoke on the Long Branch School of Maine that will be opening this fall.

Councilor Knight spoke about upcoming events during Cuba Week(s) from April 8th to 17th.

Councilor Perreault asked about the odor coming from the ice on the town mall; Manager Brown said it is linked to the change to organic fertilizer.

Adjustments to the Agenda:

To remove Items #22 and #27

MANAGER'S REPORT:

(a) Financial Update

Manager Brown provided this update. He responded to questions from Ms. Walsh and Councilor Watson.

(b) Council Committee Updates

Reports were given on the following committees: Teen Center Committee and Recycling and Sustainability Committee.

(c) Recognition of Kevin Schofield, retiring Police Commander

The Council presented Commander Schofield with a plaque thanking him for his service, and he responded by expressing his gratitude to the Town.

(d) Update on location for a dog park

Manager Brown spoke on this item, indicating the location would be near the Androscoggin Bicycle Path.

Tom Farrell, Parks and Recreation Director, spoke on the location.

Sally Loving, representing BARK, spoke on this item and displayed a sketch of how the dog park might look. She also responded to questions from Councilor Perreault.

Mr. Farrell and Ms. Loving responded to questions from Councilor Knight and Chair King.

<u>The consensus of the Council was they liked the site and BARK should start fundraising.</u>

(A copy of a memo from Mr. Farrell, a cost estimate from BARK, and a map of the area will be attached to the official minutes.)

(e) Discussion of possible projects for CSS Champions Program under the Downtown Master Plan

Councilor Knight spoke on this item and listed the projects they were going to do. She responded to questions from Councilor Perreault and Councilor Wilson.

(A copy of Councilor Knight's memo will be attached to the official minutes.)

(f) Update on MRRA activities

Denise Clavette, Special Projects Assistant, provided this update. She responded to questions from Councilor Atwood, Councilor Perreault, Councilor Favreau, and Chair King.

(A copy of a memo from Denise Clavette will be attached to the official minutes.)

(g) Update on Old Times Record Building

Manager Brown spoke on this issue and said that the school department has expressed an interest in this property as a transportation center.

Andy Peabody, 35 Water Street, spoke on his concerns about the traffic on Water Street.

(h) Update on Brunswick/Harpswell border issue

Councilor Tucker spoke on this item and updated the Council on the issue. The group will meet with Harpswell in the future, here in Brunswick. The date has not yet been set.

Manager Brown added comments to this item.

Councilor Favreau spoke on this item.

(i) Letter from CMP regarding installation of new meters

Manager Brown spoke on this item.

Councilor Atwood spoke on this issue and responded to a question from Councilor Tucker. Councilor Perreault, Councilor Favreau, and Councilor Wilson also spoke.

NEW BUSINESS

21. The Town Council will consider the Police Station Subcommittee's recommendation to have the new police station sited at the properties located at the corner of Pleasant and Stanwood Streets, and will take any appropriate action.

Chair King spoke on this item and thanked the Committee members.

Manager Brown provided the next steps, which include a special meeting on April 4th to discuss facilities.

Councilor Perreault and Councilor Watson thanked the citizen committee members for their work.

Councilor Tucker moved, Councilor Favreau seconded, to accept the recommendation of the Police Station Subcommittee to locate the new police station at the corner of Pleasant and Stanwood Street, to set a special meeting for April 4th to have additional discussion on this location, and to instruct the Town Manager to renegotiate a sale price with owners of the identified properties. The motion carried with seven (7) yeas. Councilor Perreault was opposed.

22. The Town Council will discuss residents' request to have the Town accept the seven fire hydrants in Willow Grove, and will take any appropriate action.

This item was removed as its sponsor, Councilor Pols, was absent.

23. The Town Council will consider setting a public hearing on a proposed PACE ordinance, and will take any appropriate action. (Councilor Atwood, Councilor Tucker, and Councilor Pols)

Councilor Atwood and Councilor Tucker spoke on this item.

Councilor Atwood moved, Councilor Tucker seconded, to set a public hearing for April 11, 2011, for the proposed PACE ordinance. The motion carried with eight (8) yeas.

24. The Town Council will consider the following requests for Sellers of Prepared Food on Public Ways on the Brunswick Mall, and will take any appropriate action.

Wrappers
Lola's Taqueria
Danny's Dogs
Northeast Noodle
Farmer's Market

Councilor Perreault asked a question, to which Ms. Smith responded.

Councilor Favreau moved, Councilor Knight seconded, to approve licenses for Sellers of Prepared Food on Public Ways for the Brunswick Mall for the Farmer's Market, Danny's Dogs, Lola's Taqueria, Wrappers, and Northeast Noodle. The motion carried with eight (8) yeas.

25. The Town Council will consider a request for Sellers of Prepared Food on Public Ways for outdoor seating, and will take any appropriate action.

Great Impasta, 42 Maine Street

Councilor Knight moved, Councilor Atwood seconded, to approve a license for Sellers of Prepared Food on Public Ways, on a Sidewalk, for the Great Impasta, 42 Maine Street. The motion carried with eight (8) yeas.

26. The Town Council will consider changing the back-in angle parking on Station Avenue, and will take any appropriate action.

Chair King spoke on this item.

John Lemont, Maple Street, spoke on this item, saying the Town should enforce the ordinance.

Joe Byrnes, Owner of Byrnes Pub, spoke against the current back-in parking and the need for it to be changed.

Dorothy Hassfeld, 271 Mere Point Road, spoke against the current back-in parking.

Councilor Knight spoke on the item and asked questions, to which Anna Breinich responded.

Manager Brown indicated the cost would be about $60,000 to do all the work. It could be cut in half if public works staff did the work rather than contracting out for it.

Councilor Favreau and Councilor Tucker spoke on this item.

Councilor Perreault spoke on this item and asked a question, to which Manager Brown responded.

Councilor Wilson and Councilor Atwood spoke on this item.

Councilor Tucker moved, Councilor Watson seconded, to ask the Town Manager to get bids to bring back, based on getting the maximum drive-in parking spots, and to draft ordinance language so the Council can consider setting a public hearing. The motion carried with eight (8) yeas.

27. The Town Council will consider approving the Teamster Local 340 (Public Works) Union Contract for 2010-13, and will take any appropriate action. (Manager)

This item was removed as it was not ready to be considered.

28. The Town Council will consider appointments to the Town's Boards and Committees, and will take any appropriate action.

Councilor Wilson made the following nominations:

- Ben Ford to serve on the Board of Assessment Review
- Philip Dionne to serve on the Growstown School Committee
- Anthony Yuodsnukis to serve on the Marine Resource Committee as a non-license holder
- Charles Priest to serve on the Sewer District Board of Trustees
- Steve Walker and Margaret Wilson to serve on the Planning Board

Hearing no other nominations, with a vote of eight yeas each, all of the nominees were appointed.

CONSENT AGENDA

(a) Approval of Minutes of February 28, 2011
(b) Approval of MDOT Overweight Vehicle Agreement

Councilor Tucker moved, Councilor Watson seconded, to approve the Consent Agenda. The motion carried with eight (8) yeas.

(A copy of a letter from MDOT and the agreement will be attached to the official minutes.)

Councilor Perreault moved, Councilor Wilson seconded, to adjourn the meeting. The motion carried with eight (8) yeas.

The meeting adjourned at 9:15 p.m.

PLEASE NOTE: THESE MINUTES ARE ACTION MINUTES. A VIDEO RECORDING OF THE MEETING IS AVAILABLE AT THE TOWN CLERK'S OFFICE DURING REGULAR BUSINESS HOURS.

Frances Smith
Town Clerk/Assistant to the Town Manager

April 4, 2011
Date of Approval

_____
Council Chair

CONSENT AGENDA - B
NO BACK UP MATERIALS

CONSENT AGENDA - C
NO BACK UP MATERIALS

CONSENT AGENDA - D
BACK UP MATERIALS

Brunswick, Maine

John A. Foster, PE
Town Engineer/Director PWD
e-mail: foster@brunswickme.org

Public Works Department
9 Industry Road
Brunswick, Maine 04011
(207) 725-6654
FAX (207) 725-6655

MEMORANDUM

TO: Gary Brown, Town Manager

FROM: John A. Foster, Director, PWD

DATE: March 30, 2011

SUBJECT: Utility Location Permits – Brunswick & Topsham Water District

Attached, for presentation to the Town Council for approval, are two applications for Utility Location Permits received from the Brunswick & Topsham Water District.

Application ULP 2011-02 Summer St The Brunswick & Topsham Water District seeks authorization to replace the existing 6" water main on Summer Street with an 8" water main. The water main will run across the south side of Pleasant St to the end of the right of way on Summer St, about 580 feet. See attached drawing for alignment.

Application ULP2011-03 Maine St, Bath Rd, Park Row The Brunswick & Topsham Water District seeks authorization to replace the existing 8" water main on Maine Street with a 12" water main. The water main will run from the railroad tracks on Maine St south 500' to Bath Road. The existing 12" water main on Bath Rd will be replaced with a 12" water main, from Maine St to behind the First Parish Church, 310 feet. The existing 6" water main on Park Row will be replaced with an 8" water main, from Bath Rd, behind the First Parish Church, to the railroad tracks on Park Row, 580 feet. See attached drawing for alignment.

Brunswick Public Works Department has no objection to this underground utility line, providing it is approved subject to the following conditions:

1. Final location of the water line is subject to adjustment, as determined necessary by the Town Engineer, to provide adequate clearance from any actual underground facilities as determined by field verification.
2. All work is subject to compliance with the Town's Street Opening and road restoration requirements.

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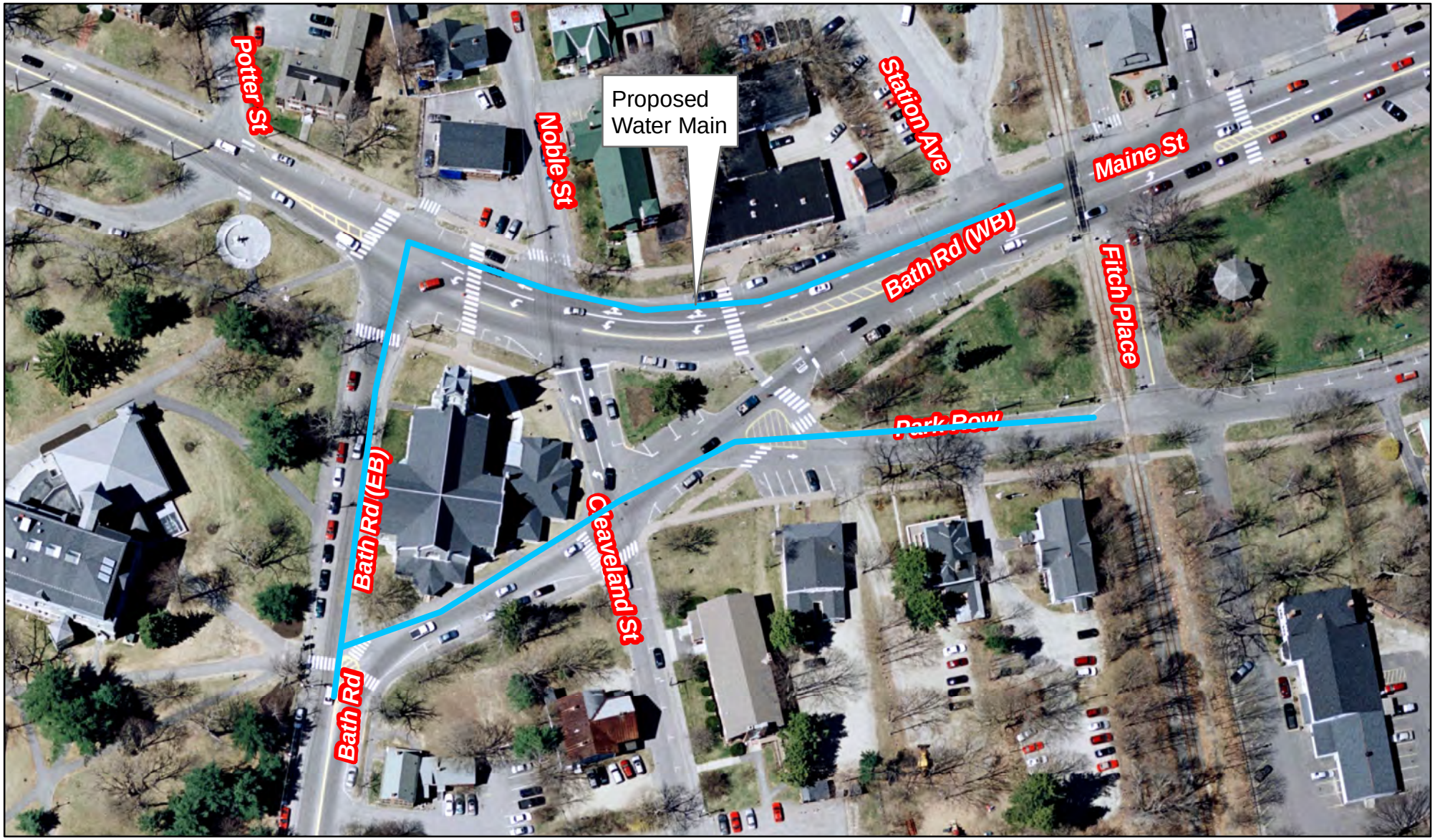
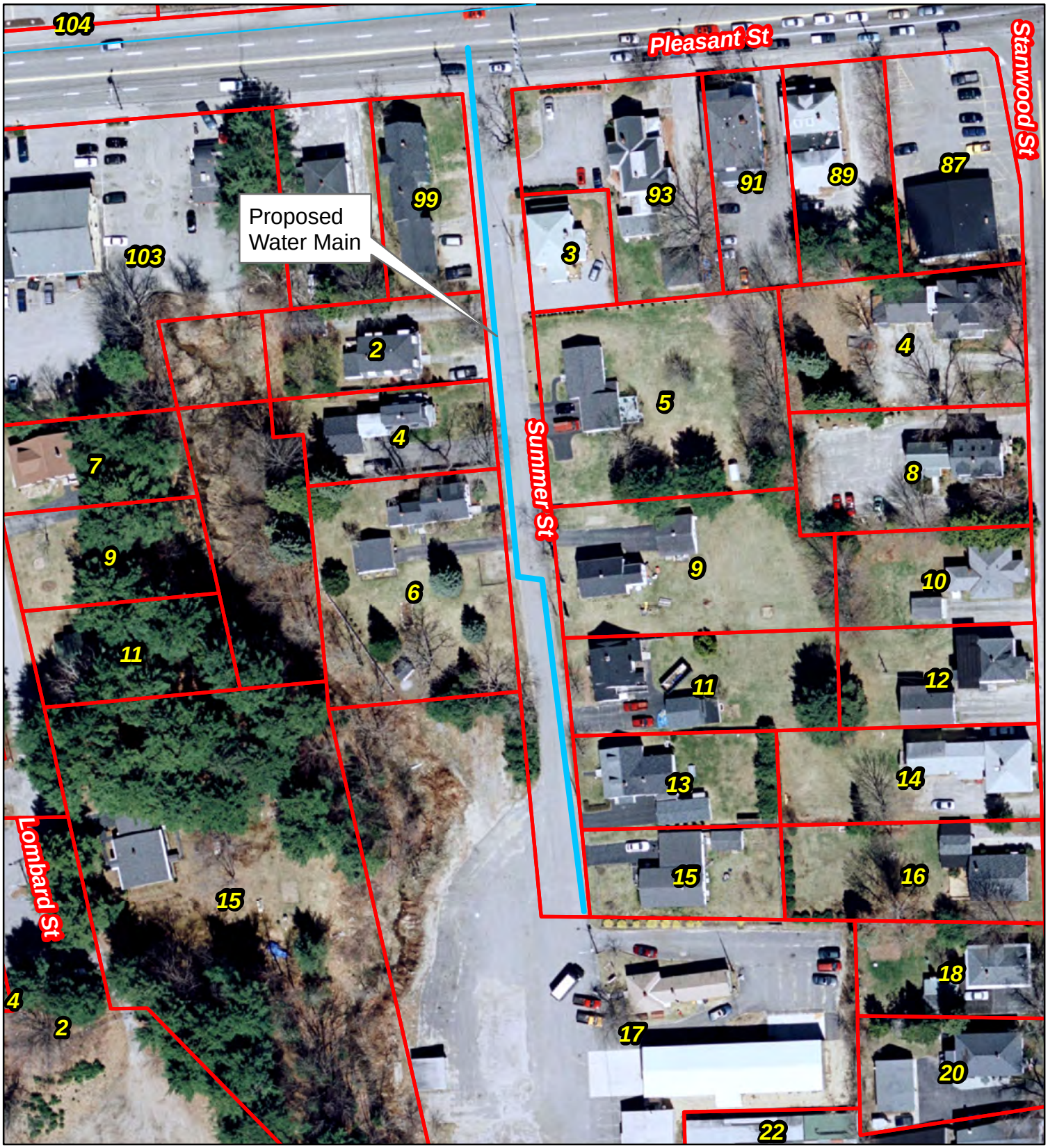


Utility Location Permit ULP2011-03
Brunswick & Topsham Water District
Maine St, Bath Rd, Park Row
Water Main

N

1 inch = 100 feet

March 24, 2011



N

1 inch = 90 feet

Utility Location Permit ULP2011-02
Brunswick & Topsham Water District
Summer Street
8" Water Main

March 24, 2011

Town of Brunswick
Public Works Department

Application for Utility Location Permit

DATE: **3/15/2011**

Permit Number: ULP 3011-02
(to be provided by Town)

The **Brunswick and Topsham Water District** and _____
(Name of Utility) **Joint Utility Name (if applicable)**

duly authorized under the laws of the State of Maine to construct, maintain and

operate **Water Distribution System**
(Type of Utility)

within the Right of Way of highways within the State, hereby applies, pursuant to Title 35A M.R.S.A., Section 2503, and 17-229 C.M.R. Chapter 205, for a Location Permit for the following installation in the Town of Brunswick.

Provide a Brief Description. (Attach both a general location map and a detailed plan of the installation indicating the exact utility location with offsets for centerline or edge or right of way provided.):

Name of Street: **Summer Street**

Starting Point: **Pleasant Street** End Point: **South end of Town ROW**

Replacing 6" CI WL with 8" DI WL from Pleasant Street 580' South to end of Town ROW

See plan for alignment of new WL.

Minimum Depth of Cover **5'** (if applicable) Maximum PSI **150** (if applicable)

"Any person, firm or corporation owning property which abuts the public way described above and claiming to be adversely affected by this proposed location, may file a written objection with the Town of Brunswick Public Works Dept, 9 Industry Rd, Brunswick, ME 04011, stating the cause of said objection within fourteen (14) days after the publication of this notice. The written objection must be served by delivery in hand or by registered certified mail".

The text of this application ☐ will **X** will not be published*: Publish Date: _____

Name of Newspaper: _____

Signature of Utility: Craig Douglas

Print Name and Title: Craig Douglas District Engineer

*If publication is chosen, the entire application above the double line is to be published. Submit completed applications to the address provided above in the objection statement.

Town of Brunswick
Public Works Department

Application for Utility Location Permit

DATE: **3/15/2011**

Permit Number: ULP 2011-03
(to be provided by Town)

The **Brunswick and Topsham Water District** and _____
(Name of Utility) **Joint Utility Name (if applicable)**

duly authorized under the laws of the State of Maine to construct, maintain and

operate **Water Distribution System**
(Type of Utility)

within the Right of Way of highways within the State, hereby applies, pursuant to Title 35A M.R.S.A., Section 2503, and 17-229 C.M.R. Chapter 205, for a Location Permit for the following installation in the Town of Brunswick.

Provide a Brief Description. (Attach both a general location map and a detailed plan of the installation indicating the exact utility location with offsets for centerline or edge or right of way provided.):

Name of Street: **Maine Street, Bath Road, Park Row**

Starting Point: _____ End Point: _____

Maine Street: replacing 8" CI WL with 12" DI WL from RR tracks 500' South to Bath Rd
Bath Road: replacing 12" CI WL with 12" DI WL from Maine St 310' East
Park Row: replacing 6" CI WL with 8" DI WL from Bath Rd 580' North to RR tracks

See plan for alignment of new WL.

Minimum Depth of Cover **5'** (if applicable) Maximum PSI **150** (if applicable)

"Any person, firm or corporation owning property which abuts the public way described above and claiming to be adversely affected by this proposed location, may file a written objection with the Town of Brunswick Public Works Dept, 9 Industry Rd, Brunswick, ME 04011, stating the cause of said objection within fourteen (14) days after the publication of this notice. The written objection must be served by delivery in hand or by registered certified mail".

The text of this application ☐ will **X** will not be published*: Publish Date: _____

Name of Newspaper: _____

Signature of Utility: _____

Print Name and Title: Craig Douglas District Engineer

*If publication is chosen, the entire application above the double line is to be published. Submit completed applications to the address provided above in the objection statement.

CONSENT AGENDA - E
BACK UP MATERIALS

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Banks, Carole** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
25404	**330**	**August 22, 2007**	**2006**
26291	**1**	**August 22, 2008**	**2007**
27186	**311**	**August 18, 2009**	**2008**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 051 Lot 001 Sub 000 Typ 468 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2006 April 1, 2007 and April 1, 2008.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Bernier, Jason R.** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**264**	**August 18, 2009**	**2008**
28009	**272**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 051 Lot 001 Sub 000 Typ 185 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Brooks, Edna B. Heirs of c/o William Brooks PR** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**65**	**August 18, 2009**	**2008**
28009	**278**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain parcel of land with any buildings depicted as Map 017 Lot 011 Sub 000 Typ 000 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

Witness

Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Brooks, William H.** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**66**	**August 18, 2009**	**2008**
28009	**279**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 051 Lot 001 Sub 000 Typ 098 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Hersey, Deborah A.** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**179**	**August 18, 2009**	**2008**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 022 Lot 054 Sub 000 Typ 176 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Howes, Frank & Doris** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**188**	**August 18, 2009**	**2008**
28010	**170**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 051 Lot 001 Sub 000 Typ 460 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Martucci, Kathryn** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
25405	**87**	**August 22, 2007**	**2006**
26291	**108**	**August 22, 2008**	**2007**
27187	**127**	**August 18, 2009**	**2008**
28010	**75**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 051 Lot 001 Sub 000 Typ 311 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2006, April 1, 2007, April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

_____
Witness

_____
Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

_____
Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council, for consideration paid, release to **Temple, Matthew** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**217**	**August 18, 2009**	**2008**
28010	**33**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain mobile home on land depicted as Map 022 Lot 054 Sub 000 Typ 155 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **31st** day of **March 2011**.

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

Witness

Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

March 31, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

Frances M. Smith
Notary Public
Commission expires – January 23, 2015

MUNICIPAL QUITCLAIM DEED

The Town of Brunswick, a body corporate, located at 28 Federal Street, Brunswick, Maine, by and through its Town Manager duly authorized by the Town Council on April 11, 2011, for consideration paid, release to **Pleasant (11) Street LLC c/o Larry Scott Jr.** of Brunswick, ME any interest the Town of Brunswick may have acquired in real estate by virtue of Tax Lien Certificates filed in the Cumberland County Registry of Deeds as follows:

Book	Page	Date Recorded	For Tax Year
27187	**148**	**August 18, 2009**	**2008**
28009	**333**	**August 23, 2010**	**2009**

The real estate is located in the Town of Brunswick, County of Cumberland and State of Maine, and is described as follows:

A certain parcel of land with any buildings depicted as Map U13 Lot 071 Sub 000 Typ 000 as shown on the Tax Maps and further described in the records of the Tax Assessor of the Town of Brunswick, Maine. Said maps and records dated April 1, 2008 and April 1, 2009.

The Town of Brunswick has caused this instrument to be signed in its corporate name by its duly authorized Town Manager this **11th** day of April **2011.**

Signed, Sealed and Delivered by Gary L. Brown, Town Manager of the Town of Brunswick.

TOWN OF BRUNSWICK

Witness

Gary L. Brown
Town Manager

STATE OF MAINE
Cumberland, ss.

April 11, 2011

Personally appeared the above named Gary L. Brown, Town Manager of the Town of Brunswick, and acknowledged the above instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

Frances M. Smith
Notary Public
Commission expires – January 23, 2015

CONSENT AGENDA - F
BACK UP MATERIALS

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY GAMING & WEAPONS SECTION

164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
(207) 624-7210

Application for a License to Operate Beano/Bingo or a Game of Chance

1. License you are requesting is for: **BEANO** ☐ *OR* **GAMES OF CHANCE** ☑
(PLEASE CHECK ONE)

2. Organization Name is: St. John the Baptist Church.

Beano/Games Organization Number is: 3160

IF YOU CHECKED GAMES OF CHANCE:
Name of Game: Spin the Wheel
Number of Games: one
Open to Public? Yes ☑ No ☐

Business Address: 39 Pleasant St, Brunswick, ME 04011

Mailing Address: 132 McKeen St. Brunswick Phone: 725-2624.

3. Date of Founding 1877 Place of Founding Brunswick.

4. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Bishop Richard J. Malone, Th.D.	510 Ocean Ave,	Portland, ME 04104	773-6471	

5. Location of Beano/Bingo or Game of Chance:
St. John's Church Grounds, 39 Pleasant St., Brunswick, ME 04011.
BUILDING ADDRESS CITY

6. Person responsible for operation of Beano/Bingo or Games of Chance:

Name: Royce Gilliam + Thomas Le Roy (co-chairs). 725-8757
DAYTIME PHONE & EVENING PHONE

Name & Address where Licenses will be sent: St. John's Bazaar 132 McKeen St., Brunswick, ME 04011

E-Mail Address: allsaints@portlanddiocese.org.

7. Circle the days of the week you expect to operate: Mon Tue Wed (Thu) (Fri) (Sat) Sun

8. For Beano/Bingo Only: How many times per month do you plan to run Beano/Bingo? n/a
What time do doors open for Beano/Bingo? n/a

9. Dates to be licensed – Please specify weeks (Monday through Sunday) or full months. You may apply for up to six months of licenses in advance. See back of this form for yearly rates.

Thursday, June 16, 2011 Saturday, June 18, 2011 _____
Friday, June 17, 2011 _____ _____

Complete this application – both front & back. Sign, date, and return it to the Gaming & Weapons Section at the address shown above.

FOR OFFICE USE ONLY
Check # _____
Amount $ _____

BG – 5 (11/09)

10. Does the organization own all the equipment used in operating this amusement? Yes☐ No☐
If "NO", please explain the circumstances under which the equipment is to be used: _____

_____

11. Has any current officer of this organization or association ever been convicted of violating the gambling or lottery laws of the United States or of the State of Maine? Yes☐ No☐
If "YES", give name and address of the person and the date and place of conviction: _____

_____

12. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. **Please write your organization name and number on the list.**

----------APPLICANT SIGNATURE----------

13. The applicant agrees to obey the laws of the State of Maine and of the United States. The applicant agrees to obey the rules and regulations governing Beano/Bingo or Game of Chance promulgated by the Chief of the State Police. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: Del E Leaver

Name: Donald E. Leaver Title: Business Card Date: 4/1/2011
(Please print – must be duly authorized officer of this organization – title is required)

The Licensing Unit must receive this application at least eight days prior to first day on which you plan to conduct Beano/Bingo or a Game of Chance.

----------BLANKET LETTER----------

14. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo or Game of Chance will take place unless a separate "Blanket Letter of Approval" is filed with the Chief of the State Police.

☐ Check here if you have previously filed a "Blanket Letter of Approval" with us, which is still valid
☐ Check here if you have attached a "Blanket Letter of Approval".

----------CONSENT----------

The undersigned being municipal officers of the (City)(Town) of _____ hereby certify that we consent to this application for a license to operate Beano/Bingo or a Game of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 13-A (Beano) or Chapter 14 (Games of Chance) and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operating of Beano/Bingo or Games of Chance.

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

----------FEES----------

Beano $12.00/week or $36.00/month. Yearly license - $400.00

Games $15.00/week or $60.00/month or $700/Year

Video Poker $15.00/week or $60.00/month

Card / Cribbage - $30.00 Per Calendar Year

Tournament Game - $200.00 to $600 (Based on Players)

Make checks payable to *Treasurer, State of Maine*

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY GAMING & WEAPONS SECTION

164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
(207) 624-7210

Application for a License to Operate Beano/Bingo or a Game of Chance

1. License you are requesting is for: **BEANO** ☐ *OR* **GAMES OF CHANCE** ☑
(PLEASE CHECK ONE)

2. Organization Name is: St. John the Baptist Church.

Beano/Games Organization Number is: 3160

IF YOU CHECKED GAMES OF CHANCE:
Name of Game: Pan Game
Number of Games: one.
Open to Public? Yes ☑ No ☐

Business Address: 39 Pleasant St, Brunswick, ME 04011

Mailing Address: 132 McKeen St. Brunswick Phone: 725-2624.

3. Date of Founding 1877 Place of Founding Brunswick

4. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Bishop Richard J. Malone, Th.D.	510 Ocean Ave,	Portland, ME 04104	773-6471	

5. Location of Beano/Bingo or Game of Chance:
St. John's Church Grounds, 39 Pleasant St., Brunswick, ME 04011.
BUILDING ADDRESS CITY

6. Person responsible for operation of Beano/Bingo or Games of Chance:

Name: Royce Gilliam + Thomas Le Roy (co-chairs). 725-8757
DAYTIME PHONE & EVENING PHONE

Name & Address where Licenses will be sent: St. John's Bazaar 132 McKeen St., Brunswick, ME 04011

E-Mail Address: allsaints@portlanddiocese.org.

7. Circle the days of the week you expect to operate: Mon Tue Wed (Thu) (Fri) (Sat) Sun

8. For Beano/Bingo Only: How many times per month do you plan to run Beano/Bingo? n/a
What time do doors open for Beano/Bingo? n/a

9. Dates to be licensed – Please specify weeks (Monday through Sunday) or full months. You may apply for up to six months of licenses in advance. See back of this form for yearly rates.

Thursday, June 16, 2011 Saturday, June 18, 2011
Friday, June 17, 2011

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FOR OFFICE USE ONLY
Check #
Amount $

BG – 5 (11/09)

10. Does the organization own all the equipment used in operating this amusement? Yes☐ No☐
If "NO", please explain the circumstances under which the equipment is to be used: _____

_____

11. Has any current officer of this organization or association ever been convicted of violating the gambling or lottery laws of the United States or of the State of Maine? Yes☐ No☐
If "YES", give name and address of the person and the date and place of conviction: _____

_____

12. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. **Please write your organization name and number on the list.**

----------APPLICANT SIGNATURE----------

13. The applicant agrees to obey the laws of the State of Maine and of the United States. The applicant agrees to obey the rules and regulations governing Beano/Bingo or Game of Chance promulgated by the Chief of the State Police. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Name: Donald E. Leaver Title: Business Card Date: 4/1/2011
(Please print – must be duly authorized officer of this organization – title is required)

The Licensing Unit must receive this application at least eight days prior to first day on which you plan to conduct Beano/Bingo or a Game of Chance.

----------BLANKET LETTER----------

14. The following consent must be completed by the municipal officers of the city or town where the Beano/Bingo or Game of Chance will take place unless a separate "Blanket Letter of Approval" is filed with the Chief of the State Police.

☐ Check here if you have previously filed a "Blanket Letter of Approval" with us, which is still valid
☐ Check here if you have attached a "Blanket Letter of Approval".

----------CONSENT----------

The undersigned being municipal officers of the (City)(Town) of _____ hereby certify that we consent to this application for a license to operate Beano/Bingo or a Game of Chance in accordance with the provisions of 17 M.R.S.A. Chapter 13-A (Beano) or Chapter 14 (Games of Chance) and in accordance with the Rules and Regulations promulgated by the Chief of the State Police governing the operating of Beano/Bingo or Games of Chance.

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

Name: _____ Date: _____

----------FEES----------

Beano $12.00/week or $36.00/month. Yearly license - $400.00

Games $15.00/week or $60.00/month or $700/Year

Video Poker $15.00/week or $60.00/month

Card / Cribbage - $30.00 Per Calendar Year

Tournament Game - $200.00 to $600 (Based on Players)

Make checks payable to *Treasurer, State of Maine*

STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY GAMING & WEAPONS SECTION

164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
(207) 624-7210

Application for a License to Operate Beano/Bingo or a Game of Chance

1. License you are requesting is for: **BEANO** ☐ *OR* **GAMES OF CHANCE** ☑
(PLEASE CHECK ONE)

2. Organization Name is: St. John the Baptist Church.

Beano/Games Organization Number is: 3160

IF YOU CHECKED GAMES OF CHANCE:
Name of Game: High Roller
Number of Games: one.
Open to Public? Yes ☑ No ☐

Business Address: 39 Pleasant St, Brunswick, ME 04011

Mailing Address: 132 McKeen St. Brunswick Phone: 725-2624.

3. Date of Founding 1877 Place of Founding Brunswick

4. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Bishop Richard J. Malone, Th.D.	510 Ocean Ave,	Portland, ME 04104	773-6471	

5. Location of Beano/Bingo or Game of Chance:
St. John's Church Grounds, 39 Pleasant St., Brunswick, ME 04011.
BUILDING ADDRESS CITY

6. Person responsible for operation of Beano/Bingo or Games of Chance:

Name: Royce Gilliam + Thomas Le Roy (co-chairs). 725-8757
DAYTIME PHONE & EVENING PHONE

Name & Address where Licenses will be sent: St. John's Bazaar 132 McKeen St., Brunswick, ME 04011

E-Mail Address: allsaints@portlanddiocese.org.

7. Circle the days of the week you expect to operate: Mon Tue Wed (Thu) (Fri) (Sat) Sun

8. For Beano/Bingo Only: How many times per month do you plan to run Beano/Bingo? n/a
What time do doors open for Beano/Bingo? n/a

9. Dates to be licensed – Please specify weeks (Monday through Sunday) or full months. You may apply for up to six months of licenses in advance. See back of this form for yearly rates.

Thursday, June 16, 2011 Saturday, June 18, 2011
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Complete this application – both front & back. Sign, date, and return it to the Gaming & Weapons Section at the address shown above.

FOR OFFICE USE ONLY
Check #
Amount $

BG – 5 (11/09)

10. Does the organization own all the equipment used in operating this amusement? Yes☐ No☐
If "NO", please explain the circumstances under which the equipment is to be used: _____

_____

11. Has any current officer of this organization or association ever been convicted of violating the gambling or lottery laws of the United States or of the State of Maine? Yes☐ No☐
If "YES", give name and address of the person and the date and place of conviction: _____

_____

12. If the Applicant is a Fair Association, attach a list of the names and home addresses of the persons operating or assisting in the licensed activity. **Please write your organization name and number on the list.**

----------APPLICANT SIGNATURE----------

13. The applicant agrees to obey the laws of the State of Maine and of the United States. The applicant agrees to obey the rules and regulations governing Beano/Bingo or Game of Chance promulgated by the Chief of the State Police. The applicant warrants the truth of the foregoing statements on penalty of perjury.

Signed: _____

Name: Donald E. Leaver Title: Business Coord. Date: 4/1/2011
(Please print – must be duly authorized officer of this organization – title is required)

The Licensing Unit must receive this application at least eight days prior to first day on which you plan to conduct Beano/Bingo or a Game of Chance.

----------BLANKET LETTER----------

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----------CONSENT----------

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Name: _____ Date: _____

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----------FEES----------

Beano $12.00/week or $36.00/month. Yearly license - $400.00

Games $15.00/week or $60.00/month or $700/Year

Video Poker $15.00/week or $60.00/month

Card / Cribbage - $30.00 Per Calendar Year

Tournament Game - $200.00 to $600 (Based on Players)

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STATE OF MAINE
DEPARTMENT OF PUBLIC SAFETY GAMING & WEAPONS SECTION

164 STATE HOUSE STATION, AUGUSTA, MAINE 04333-0164
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Application for a License to Operate Beano/Bingo or a Game of Chance

1. License you are requesting is for: **BEANO** ☐ *OR* **GAMES OF CHANCE** ☑
(PLEASE CHECK ONE)

2. Organization Name is: St. John the Baptist Church.

Beano/Games Organization Number is: 3160

IF YOU CHECKED GAMES OF CHANCE:
Name of Game: Sealed Tickets
Number of Games: one.
Open to Public? Yes ☑ No ☐

Business Address: 39 Pleasant St, Brunswick, ME 04011

Mailing Address: 132 McKeen St. Brunswick Phone: 725-2624.

3. Date of Founding 1877 Place of Founding Brunswick.

4. Current Officers:

NAME & TITLE	ADDRESS	CITY/ZIP	PHONE	DATE TERM EXPIRES
Bishop Richard J. Malone, Th.D.	510 Ocean Ave,	Portland, ME 04104	773-6471	

5. Location of Beano/Bingo or Game of Chance:
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BUILDING ADDRESS CITY

6. Person responsible for operation of Beano/Bingo or Games of Chance:

Name: Royce Gilliam + Thomas Le Roy (co-chairs). 725-8757
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BG – 5 (11/09)

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If "NO", please explain the circumstances under which the equipment is to be used: _____

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(PLEASE CHECK ONE)

2. Organization Name is: St. John the Baptist Church.

Beano/Games Organization Number is: 3160

IF YOU CHECKED GAMES OF CHANCE:
Name of Game: Beat the House
Number of Games: one.
Open to Public? Yes ☑ No ☐

Business Address: 39 Pleasant St, Brunswick, ME 04011

Mailing Address: 132 McKeen St. Brunswick Phone: 725-2624.

3. Date of Founding 1877 Place of Founding Brunswick

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Name: _____ Date: _____

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----------FEES----------

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