

BRUNSWICK TOWN COUNCIL

Agenda

January 18, 2011

7:00 P.M.

Municipal Meeting Room

Maine Street Station

16 Station Avenue

Pledge of Allegiance

Roll Call

Public Comment:

Correspondence:

Adjustments to the Agenda:

MANAGER'S REPORT:

- (a) Financial Update
- (b) Council Committee Updates
- (c) Report on Communities for Maine's Future Bond Program
- (d) Reminder on renewal of dog licenses

PUBLIC HEARINGS

3. The Town Council will consider approval of the following Special Amusement License, and will take any appropriate action. (Manager)

Brunswick Lodge of Elks #2043
D/B/A: Brunswick Lodge of Elk's
179 Park Row

Ms. Angela Brackett

HEARING/ACTION

4. The Town Council will hear public comments on Zoning Ordinance amendments to permit non-aviation, but allowed uses, in the airport zone at Brunswick Landing, and will take any appropriate action. (Manager)

HEARING/ACTION

5. The Town Council will hear public comments on amendments that remove the no parking ban on sections of Merryman Lane, and will take any appropriate action. (Councilor Perreault)

HEARING/ACTION

NEW BUSINESS

6. The Town Council will consider adopting the draft Master Plan for Downtown Brunswick and Outer Pleasant Street Corridor, and will take any appropriate action. (Councilor Knight, Councilor Atwood, and Councilor Pols)
ACTION
7. The Town Council will consider a draft charge for a Downtown and Outer Pleasant Street Plan Implementation Committee, and will take any appropriate action. (Councilor Knight, Councilor Atwood, and Councilor Pols)
ACTION
8. The Town Council will hear a report from the PACE Committee and consider setting a public hearing on a proposed PACE ordinance, and will take any appropriate action. (Councilor Atwood, Councilor Pols and Councilor Tucker)
ACTION
9. The Town Council will consider approving the Interlocal Agreement and endorsing the Gateway 1 Corridor Action Plan, and will take any appropriate action. (Manager)
ACTION
10. The Town Council will consider appointing a Council subcommittee to assist with the updating of the Town's web site, and will take any appropriate action. (Manager)
ACTION
11. The Town Council will consider a method to recognize the closing of NASB, and will take any appropriate action. (Manager)
ACTION
12. The Town Council will consider approving a contract with the Brunswick Benevolent Police Union, and will take any appropriate action. (Manager)
ACTION
13. The Town Council will consider a Resolution authorizing the Town Treasurer to waive foreclosure on certain real estate tax lien mortgages, and will take any appropriate action. (Manager)
ACTION

CONSENT AGENDA

- (a) Minutes December 20, 2010
- (b) Minutes January 3, 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
January 18, 2011
Council Notes and Suggested Motions

MANAGER'S REPORT:

- (a) Financial Update: Manager Brown will update the Council on the Town's financial picture halfway through the fiscal year. Copies of Financial reports are included in your packets.

Suggested Motion: No motion is required.

- (b) Council Committee Updates: Councilors with information on the Committees they are involved with will share information with the Council and public. A copy of a memo from Councilor Atwood on behalf of the Recycling and Sustainability Committee is included in your packet.

Suggested Motion: No motion is required.

- (c) Report on Communities for Maine's Future Bond Program: This item is to brief the Council on the timeline for the Communities for Maine's Future Bond Program. This is a program the Town may be seeking to participate in at a future time for areas such as the Maine Street Designation plans, the Downtown TIF and Downtown Master Plan. A copy of a memo from Brian Dancause that outlines the program is included in your packet.

Suggested Motion: No motion is required.

- (d) Reminder on renewal of dog licenses: This item is to remind the public that 2011 dog licenses are available and licenses must be renewed before February 1, 2011, in order to avoid the \$25 late fee.

Suggested Motion: No motion is required.

PUBLIC HEARINGS

3. This item is the required public hearing on the renewal application for the Brunswick Lodge of Elks for a special amusement license. The license is for DJs and an occasional band. A copy of the application is included in your packet.

Suggested Motion:

Motion to approve a Special Amusement License for Brunswick Lodge of Elks.

4. This item is the public hearing for Zoning Ordinance amendments relative to permit non-aviation allowable uses in the airport zone at Brunswick Landing. The amendments will change the Table of Uses for the Base Reuse Zone so that Industry Class I and II uses and Warehousing and Storage uses do not need to be in conjunction

with aviation related activities or uses to be permitted in the Aviation Related Sub-district. MRRA indicated the reason for this change is to help facilitate the reoccupation of existing buildings within this district with uses that are appropriate for the zone but may not always be related to aviation activities. A copy of a memo, along with the full “A-III.6 Use Table For Land Use Districts,” is included in your packet.

Suggested Motion:

Motion to adopt Zoning Ordinance amendments to permit non-aviation, but allowed uses, in the airport zone at Brunswick Landing.

5. This is the required public hearing for this amendment change that is being sponsored by Councilor Perreault. The current ordinance was enacted in September 2008, as a result of the Merryman Lane Settlement Agreement. With changes in ownership of one of the affected properties, the current owners have requested the no parking ban be modified. John Foster drafted the language to keep no parking on the west side from the turnaround north to the end, as well as the very end of the road since he wanted to keep this area for snow plowing purposes. A copy of the draft language is included in your packet.

Suggested Motion:

Motion to adopt ordinance amendments to remove the no parking ban on sections of Merryman Lane.

NEW BUSINESS

6. This item is being sponsored by the Councilors on the Committee for the Council to consider adopting the draft Master Plan for Downtown Brunswick and Outer Pleasant Street Corridor. The Council held a workshop last week on the final draft and this is the next step in the process. A copy of the plan has been provided to the Council and we are asking the Council to bring it to the meeting. For the public, the draft is available on www.brunswickme.org.

Suggested Motion:

Motion to adopt the draft Master Plan for Downtown Brunswick and Outer Pleasant Street Corridor.

7. Councilor Knight and committee members drafted a charge for a Downtown and Outer Pleasant Street Plan Implementation Committee since the Committee feels this is the next step in the process after the plan is adopted. The charge was discussed at your workshop. A copy of the charge is included in your packet.

Suggested Motion:

Motion to adopt the charge for a Downtown and Outer Pleasant Street Plan Implementation Committee.

8. The PACE Subcommittee will report to the Council their work on this program. They have prepared a draft ordinance for which the Council can consider setting a public

hearing. Copies of information on the program, the PACE Administration Contract, and draft Ordinance are included in your packet.

Suggested Motion:

Motion to set a public hearing for February 7, 2011, on a proposed Property Assessed Clean Energy (PACE.)

9. The Town of Brunswick is being asked to sign the Gateway 1 Corridor Coalition Interlocal Agreement, formally establishing the Gateway 1 Corridor Coalition. The Town is an active member of the Gateway 1 Corridor Interim Steering Committee formed under the 2009 Start-up Agreement which further requests appropriate municipal action regarding the attached Interlocal Agreement by June 2011. The Town is further requested to resolve its endorsement, in principle, of the so-called Gateway 1 Corridor Action Plan and to consider any necessary amendments to the Town's 2008 Comprehensive Plan in order to adopt the Action Plan. Copies of a memo from Anna Breinich, a letter from the Gateway 1, Annotated Table of Contents for the Agreement, and a full copy of the Gateway 1 group, Corridor Coalition Interlocal Agreement, along with a CD, are included in your packet.

Suggested Motion:

Motion to authorize the Town Manager to sign the Gateway 1 Corridor Coalition Interlocal Agreement, and, further resolve to endorse the so-called Gateway 1 Corridor Action Plan, in principle, and make a "good faith effort" to consider amendments necessary to adopt the Action Plan as part of the Town of Brunswick 2008 Comprehensive Plan within 24 months of approving the Interlocal Agreement.

10. At your retreat the Council discussed the need to update the Town's webpage. We are recommending that you appoint a subcommittee to work with staff to develop a proposal to accomplish this update. A formal charge has not been developed for this committee, but staff thoughts are outlined in Manager Brown's memo and could be used as a guideline for the committee. A copy of the memo is included in your packet.

Suggested Motion:

The Chair will make appointments to this Council subcommittee.

11. This item was discussed at your retreat, with the Council having a desire to recognize the closing of the NASB and to show appreciation to the base Commander Captain Fitzgerald for all the support that he has given to the Town. A copy of a memo from Manager Brown is included in your packet.

Suggested Motion: No motion is required.

12. This item is for the Council to ratify the union contract with the Brunswick Benevolent Police Association. The union has already voted to support the contract. A copy of a memo from Manager Brown outlining the key elements of the contract is included in your packet.

Suggested Motion:

Motion to ratify the union contract with the Brunswick Benevolent Police Association.

13. This item is an annual Resolution adopted by the Council. As the Resolution states, on February 18 tax liens are foreclosed and any property that has not had the taxes paid becomes Town property. Each year staff reviews the potential properties and makes a determination whether or not it is in the best interest of the Town to foreclose on certain properties. The reason we would not want to foreclose would be that some properties, primarily mobile homes, would cost more for the Town to dispose of than the amount due in taxes. The liens stay on the properties; the Town just does not foreclose, so the Town is still entitled the owed taxes. A copy of the Resolution is included in your packet.

Suggested motion:

Motion to adopt the Resolution authorizing the Town Treasurer to Waive Foreclosure on Certain Real Estate Tax Lien Mortgages.

CONSENT AGENDA

- (a) Minutes December 20, 2010: A copy of minutes is included in your packet.
(b) Minutes January 3, 2011: A copy of the minutes is included in your packet.

Suggested Motion:

Motion to approve the Consent Agenda.

Suggested Motion:

Motion to adjourn the meeting.

MANAGER'S REPORT - A BACK UP MATERIALS

FOR 2011 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/> 10 General Government <hr/>							
11000 Administration	398,714	389,633.75	230,033.02	32,801.78	.00	159,600.73	59.0%
11050 Personnel Department	0	.00	.00	.00	.00	.00	.0%
11100 Finance Department	629,846	629,846.00	290,061.47	47,224.10	.00	339,784.53	46.1%
11150 Technology Services Dept	223,420	223,420.00	115,899.69	12,812.23	20,480.00	87,040.31	61.0%
11200 Municipal Officers	113,415	113,415.00	43,492.56	6,050.38	.00	69,922.44	38.3%
11220 Municipal Building	176,338	179,224.10	69,772.45	11,496.03	3,442.43	106,009.22	40.9%
11230 Risk Management	525,446	525,446.00	179,832.54	8,587.42	77,462.00	268,151.46	49.0%
11240 Employee benefits	0	.00	.00	-875.00	.00	.00	.0%
11250 Cable TV	88,540	88,540.00	37,358.41	6,566.04	.00	51,181.59	42.2%
11300 Assessing	249,824	249,824.00	115,051.99	18,763.71	1,663.44	133,108.57	46.7%
11400 Codes Enforcement	167,563	167,563.00	79,802.97	15,615.19	.00	87,760.03	47.6%
11600 Town Clerk & Elections	318,614	318,614.00	155,431.60	26,299.26	.00	163,182.40	48.8%
11900 Planning Department	244,036	244,036.00	105,844.89	20,492.23	.00	138,191.11	43.4%
11950 Economic Development Dept	251,619	253,099.00	121,763.99	22,989.43	.00	131,335.01	48.1%
TOTAL General Government	3,387,375	3,382,660.85	1,544,345.58	228,822.80	103,047.87	1,735,267.40	48.7%
<hr/> 20 Public Safety <hr/>							
12100 Fire Department	2,638,877	2,642,491.00	1,343,310.29	242,065.08	45,291.10	1,253,889.61	52.5%
12200 Police Department	3,487,867	3,487,867.00	1,642,269.99	290,886.18	1,329.19	1,844,267.82	47.1%
12210 Police Special Detail	0	.00	4,914.46	1,951.54	.00	-4,914.46	100.0%
12220 Emergency Services Dispatc	556,516	556,516.00	302,598.50	67,113.90	.00	253,917.50	54.4%
12310 Streetlights	190,000	190,000.00	70,975.57	16,561.72	.00	119,024.43	37.4%
12320 Traffic Signals	18,600	18,600.00	5,419.11	2,278.82	.00	13,180.89	29.1%
12330 Hydrants	364,680	364,680.00	95,370.95	.00	.00	269,309.05	26.2%
12340 Civil Emergency Preparedne	4,000	4,000.00	.00	.00	.00	4,000.00	.0%
TOTAL Public Safety	7,260,540	7,264,154.00	3,464,858.87	620,857.24	46,620.29	3,752,674.84	48.3%
<hr/> 30 Public Works <hr/>							
13100 Public Works Administratio	370,796	376,096.00	176,515.11	34,267.52	6,220.00	193,360.89	48.6%
13110 PW General Maintenance	696,667	711,667.00	334,007.04	6,509.23	800.00	376,859.96	47.0%
13120 PW Winter Maintenance	785,439	785,439.00	172,003.25	95,166.91	121,941.86	491,493.89	37.4%
13130 Refuse Collection	585,199	585,199.00	233,461.50	49,333.74	178,691.38	173,046.12	70.4%

FOR 2011 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13140 Recycling	259,245	259,245.00	115,106.28	20,293.05	142,051.35	2,087.37	99.2%
13150 PW Central Garage	587,471	587,471.00	291,587.67	60,355.57	9,915.87	285,967.46	51.3%
TOTAL Public Works	3,284,817	3,305,117.00	1,322,680.85	265,926.02	459,620.46	1,522,815.69	53.9%
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40 Human Services							
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14100 General Assistance	146,525	146,525.00	67,924.51	14,015.90	3,309.06	75,291.43	48.6%
14120 Health & Social Services	2,701	2,701.00	1,336.53	.00	.00	1,364.47	49.5%
TOTAL Human Services	149,226	149,226.00	69,261.04	14,015.90	3,309.06	76,655.90	48.6%
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45 Education							
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14500 School Department	33,319,985	33,319,985.00	11,811,576.97	3,097,623.33	.00	21,508,408.03	35.4%
TOTAL Education	33,319,985	33,319,985.00	11,811,576.97	3,097,623.33	.00	21,508,408.03	35.4%
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50 Recreation and Culture							
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15000 Recreation Administration	382,724	382,724.00	162,360.00	32,809.77	100.15	220,263.85	42.4%
15050 Rec Buildings and Grounds	555,399	555,399.00	236,773.15	40,705.58	2,148.75	316,477.10	43.0%
15100 Coffin Pond	0	.00	.00	.00	.00	.00	.0%
15300 Teen Center	4,500	4,500.00	4,500.00	.00	.00	.00	100.0%
15310 People Plus	63,000	63,000.00	63,000.00	.00	.00	.00	100.0%
15400 Curtis Memorial Library	1,030,000	1,030,000.00	517,200.02	85,833.33	.00	512,799.98	50.2%
TOTAL Recreation and Culture	2,035,623	2,035,623.00	983,833.17	159,348.68	2,248.90	1,049,540.93	48.4%
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60 Intergovernmental							
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16000 County tax	1,171,049	1,171,049.00	1,171,049.00	.00	.00	.00	100.0%
TOTAL Intergovernmental	1,171,049	1,171,049.00	1,171,049.00	.00	.00	.00	100.0%
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70 Unclassified							
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FOR 2011 06

70	Unclassified	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
17000	Promotion and Development	117,358	117,358.00	86,926.67	10.68	.00	30,431.33	74.1%
17010	Assistance to St. Johns	16,000	16,000.00	.00	.00	.00	16,000.00	.0%
17020	Cemetery Care	3,000	3,000.00	1,500.00	.00	.00	1,500.00	50.0%
17030	Wage Adjustment Account	65,000	65,000.00	.00	.00	.00	65,000.00	.0%
	TOTAL Unclassified	201,358	201,358.00	88,426.67	10.68	.00	112,931.33	43.9%
80 Debt Service								
18010	2003 High School Refunding	0	.00	986,012.50	.00	.00	-986,012.50	100.0%
18020	2006 CIP G/O Bonds	284,000	284,000.00	244,000.00	.00	.00	40,000.00	85.9%
	TOTAL Debt Service	284,000	284,000.00	1,230,012.50	.00	.00	-946,012.50	433.1%
	GRAND TOTAL	51,093,973	51,113,172.85	21,686,044.65	4,386,604.65	614,846.58	28,812,281.62	43.6%

** END OF REPORT - Generated by Julie Henze **

REPORT OPTIONS

Sequence	Field #	Total	Page Break	Year/Period: 2011/ 6
Sequence 1	2	Y	N	Print revenue as credit: Y
Sequence 2	9	Y	N	Print totals only: Y
Sequence 3	0	N	N	Suppress zero bal accts: Y
Sequence 4	0	N	N	Print full GL account: N

Double space: N
Report title: Roll projects to object: N
TOWN COUNCIL EXPENDITURE RPT DEC 2010
Incl inception to soy: N
Carry forward code: 1
Print journal detail: N
From Yr/Per: 2008/ 1
To Yr/Per: 2011/ 6
Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: N
Format type: 2
Include budget entries: N
Print revenue budgets as zero: N
Incl encumb/liq entries: N
Include Fund Balance: N
Sort by JE # or PO #: J
Include requisition amount: N
Detail format option: 1

FOR 2011 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>10 Taxes</u>						
111190 41101 Property Taxes	28,604,706	28,604,706.00	29,317,900.88	.00	-713,194.88	102.5%*
111190 41103 Deferred Property Tax	-200,000	-200,000.00	.00	.00	-200,000.00	.0%
111190 41104 Tax Abatements	-75,000	-75,000.00	-10,849.70	-263.72	-64,150.30	14.5%
111190 41105 Interest on Taxes	65,000	65,000.00	27,385.16	2,738.32	37,614.84	42.1%*
111190 41106 Tax Lien Costs Revenue	10,000	10,000.00	11,965.08	.00	-1,965.08	119.7%*
111190 41107 Tax Lien Interest Reve	0	.00	18,612.64	.00	-18,612.64	100.0%*
111190 41109 Payment in Lieu of Tax	185,000	185,000.00	162,818.71	8,000.00	22,181.29	88.0%*
111190 41197 BETE reimbursement	87,821	87,821.00	125,009.00	125,009.00	-37,188.00	142.3%*
111190 41198 Homestead exemption re	323,265	323,265.00	234,013.00	.00	89,252.00	72.4%*
111191 41110 Excise Tax - Auto	2,375,000	2,375,000.00	1,268,085.20	145,579.62	1,106,914.80	53.4%*
111191 41111 Excise Tax Boat/ATV/Sn	24,000	24,000.00	2,945.30	97.10	21,054.70	12.3%*
TOTAL Taxes	31,399,792	31,399,792.00	31,157,885.27	281,160.32	241,906.73	99.2%
TOTAL REVENUES	31,399,792	31,399,792.00	31,157,885.27	281,160.32	241,906.73	
<u>20 Licenses & Fees</u>						
121411 42100 Building Permits	94,100	94,100.00	95,380.30	5,396.45	-1,280.30	101.4%*
121411 42101 Electrical Permits	14,000	14,000.00	15,651.20	2,130.34	-1,651.20	111.8%*
121411 42102 Plumbing Permits	8,500	8,500.00	6,672.00	697.50	1,828.00	78.5%*
121611 42200 Hunting & Fishing Lice	1,500	1,500.00	616.70	225.95	883.30	41.1%*
121611 42201 Dog License Fee	2,104	2,104.00	785.00	562.00	1,319.00	37.3%*
121611 42202 Vital Statistics	48,000	48,000.00	26,734.20	3,344.60	21,265.80	55.7%*
121611 42203 General Licenses	22,280	22,280.00	3,760.00	1,520.00	18,520.00	16.9%*
121611 42204 Victulars Licenses	19,425	19,425.00	1,850.00	.00	17,575.00	9.5%*
121611 42205 Shellfish Licenses	19,925	19,925.00	775.00	.00	19,150.00	3.9%*
121611 42206 Neutered/Spayed Dog Li	3,820	3,820.00	1,426.00	1,048.00	2,394.00	37.3%*
121611 42207 Passport Fees	8,375	8,375.00	3,600.00	850.00	4,775.00	43.0%*
121611 42208 Postage Fees	0	.00	42.67	33.71	-42.67	100.0%*
121611 42209 Passport Picture Reven	1,728	1,728.00	852.00	168.00	876.00	49.3%*
121911 42300 Planning Board Appl Fe	10,000	10,000.00	12,262.70	25.00	-2,262.70	122.6%*
122121 42400 Fire Permits	1,000	1,000.00	440.00	120.00	560.00	44.0%*
122221 42500 Conc Weapons Permits R	600	600.00	325.00	85.00	275.00	54.2%*
123131 42600 Public Works Opening F	500	500.00	104.00	16.00	396.00	20.8%*
TOTAL Licenses & Fees	255,857	255,857.00	171,276.77	16,222.55	84,580.23	66.9%
TOTAL REVENUES	255,857	255,857.00	171,276.77	16,222.55	84,580.23	
<u>30 Intergovernmental</u>						
131122 43505 FD EMPG grant	19,500	19,500.00	3,498.97	.00	16,001.03	17.9%*

FOR 2011 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
131122 43506 FD SAFER grant	34,000	34,000.00	13,108.19	.00	20,891.81	38.6%*
131132 43103 Highway Grant Fund	170,000	170,000.00	103,784.00	.00	66,216.00	61.0%*
131142 43104 State General Assistan	15,000	15,000.00	7,480.06	.00	7,519.94	49.9%*
131190 43102 State Tax Exemption Re	10,000	10,000.00	.00	.00	10,000.00	.0%*
131192 43101 State Revenue Sharing	1,425,000	1,425,000.00	790,774.13	117,988.34	634,225.87	55.5%*
131192 43105 Emergency Management	0	.00	14,133.96	.00	-14,133.96	100.0%*
131192 43106 Snowmobile Receipts	1,500	1,500.00	.00	.00	1,500.00	.0%*
134546 43120 State Education Subsid	11,781,402	11,781,402.00	5,969,206.08	866,062.36	5,812,195.92	50.7%*
134546 43121 State Adult Educ. Subs	31,000	31,000.00	33,699.11	33,699.11	-2,699.11	108.7%*
134546 43122 St Fiscal Stabilizatio	1,075,140	1,075,140.00	449,250.00	171,206.00	625,890.00	41.8%*
134546 43150 Federal Education Subs	361,000	361,000.00	184,301.38	.00	176,698.62	51.1%*
TOTAL Intergovernmental	14,923,542	14,923,542.00	7,569,235.88	1,188,955.81	7,354,306.12	50.7%
TOTAL REVENUES	14,923,542	14,923,542.00	7,569,235.88	1,188,955.81	7,354,306.12	
40 Charges for services						
141111 44110 Agent Fee Auto Reg	37,500	37,500.00	20,296.00	2,338.00	17,204.00	54.1%*
141111 44111 Agent Fee Boat/ATV/Sno	1,500	1,500.00	409.00	97.00	1,091.00	27.3%*
141111 44140 Housing Services Fees	610,000	610,000.00	305,707.72	50,951.22	304,292.28	50.1%*
141611 44131 Advertising Fees	0	.00	336.15	162.30	-336.15	100.0%*
142121 44155 Ambulance Service Fees	695,000	695,000.00	448,857.99	79,720.60	246,142.01	64.6%*
142121 44166 Special Detail - Fire	1,000	1,000.00	1,767.99	.00	-767.99	176.8%*
142221 44161 Witness Fees	4,500	4,500.00	2,050.00	350.00	2,450.00	45.6%*
142221 44162 Police Reports	4,100	4,100.00	1,836.50	335.00	2,263.50	44.8%*
142221 44163 School Resource Office	70,272	70,272.00	70,272.00	.00	.00	100.0%*
142221 44165 Special Detail - Polic	9,000	9,000.00	4,418.25	1,150.25	4,581.75	49.1%*
142221 44167 Dispatch Services fees	120,000	120,000.00	34,103.21	10,000.00	85,896.79	28.4%*
143131 44174 PW Labor & Materials	0	.00	980.00	.00	-980.00	100.0%*
143431 44175 Recycling Revenue	18,000	18,000.00	18,647.52	6,749.40	-647.52	103.6%*
144545 44100 School Tuition, etc	638,928	638,928.00	19,180.66	2,600.00	619,747.34	3.0%*
TOTAL Charges for services	2,209,800	2,209,800.00	928,862.99	154,453.77	1,280,937.01	42.0%
TOTAL REVENUES	2,209,800	2,209,800.00	928,862.99	154,453.77	1,280,937.01	
50 Fines & Penalties						
151621 45103 Unlicensed Dog Fines	7,500	7,500.00	1,600.00	175.00	5,900.00	21.3%*
152121 45104 False Alarm Fire	2,000	2,000.00	1,150.00	.00	850.00	57.5%*
152221 45100 Ordinance Fines	1,400	1,400.00	675.00	.00	725.00	48.2%*

FOR 2011 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
152221 45101 Parking Tickets	16,000	16,000.00	4,765.00	580.00	11,235.00	29.8%*
152221 45102 Leash Law Fines	1,000	1,000.00	.00	.00	1,000.00	.0%*
152221 45105 False Alarm Police	500	500.00	85.00	.00	415.00	17.0%*
TOTAL Fines & Penalties	28,400	28,400.00	8,275.00	755.00	20,125.00	29.1%
TOTAL REVENUES	28,400	28,400.00	8,275.00	755.00	20,125.00	
60 Interest earned						
161193 46100 Interest Earned	100,000	100,000.00	1,684.12	163.23	98,315.88	1.7%*
TOTAL Interest earned	100,000	100,000.00	1,684.12	163.23	98,315.88	1.7%
TOTAL REVENUES	100,000	100,000.00	1,684.12	163.23	98,315.88	
70 Donations						
171952 47000 BDC Contrib to Econ De	75,000	75,000.00	.00	.00	75,000.00	.0%*
171952 47001 MRRRA grant	50,000	50,000.00	20,830.00	4,166.00	29,170.00	41.7%*
TOTAL Donations	125,000	125,000.00	20,830.00	4,166.00	104,170.00	16.7%
TOTAL REVENUES	125,000	125,000.00	20,830.00	4,166.00	104,170.00	
90 Other						
191011 49000 Administration Miscell	70	70.00	.00	.00	70.00	.0%*
191111 49000 Finance Miscellaneous	2,500	2,500.00	14,983.52	40.00	-12,483.52	599.3%*
191111 49105 Postage & Handling	2,500	2,500.00	1,322.00	122.00	1,178.00	52.9%*
191192 49100 Cable Television	205,000	205,000.00	53,474.17	.00	151,525.83	26.1%*
191411 49000 Codes Miscellaneous	1,500	1,500.00	221.02	18.37	1,278.98	14.7%*
191611 49000 Town Clerk Miscellaneo	1,500	1,500.00	613.50	45.00	886.50	40.9%*
191941 49000 Natural Resources Misc	0	.00	1,347.00	.00	-1,347.00	100.0%*
192121 49000 Fire Miscellaneous	500	500.00	191.28	100.00	308.72	38.3%*
192221 49000 Police Miscellaneous	3,000	3,000.00	1,029.30	630.00	1,970.70	34.3%*
192294 49153 Police Vehicle Sales	12,000	12,000.00	1,000.00	.00	11,000.00	8.3%*
193131 49000 Public Works Miscellan	0	.00	75.00	.00	-75.00	100.0%*
194545 49000 School Miscellaneous R	174,500	174,500.00	10,272.30	-424.90	164,227.70	5.9%*
195051 49000 Recreation Miscellaneo	0	.00	50.77	.00	-50.77	100.0%*
199980 48100 General Fund Transfer	127,512	127,512.00	127,512.00	.00	.00	100.0%*

FOR 2011 06

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
TOTAL Other	530,582	530,582.00	212,091.86	530.47	318,490.14	40.0%
TOTAL REVENUES	530,582	530,582.00	212,091.86	530.47	318,490.14	
GRAND TOTAL	49,572,973	49,572,973.00	40,070,141.89	1,646,407.15	9,502,831.11	80.8%

** END OF REPORT - Generated by Julie Henze **

REPORT OPTIONS

Sequence	Field #	Total	Page Break	Year/Period: 2011/ 6
Sequence 1	5	Y	N	Print revenue as credit: N
Sequence 2	0	N	N	Print totals only: N
Sequence 3	0	N	N	Suppress zero bal accts: Y
Sequence 4	0	N	N	Print full GL account: N

Double space: N
Report title: Roll projects to object: N
TOWN COUNCIL REVENUE RPT DEC 2010
Incl inception to soy: N
Carry forward code: 1
Print journal detail: N
From Yr/Per: 2008/ 1
To Yr/Per: 2011/ 6
Print Full or Short description: F
Print MTD Version: Y
Print Revenues-Version headings: Y
Format type: 2
Include budget entries: N
Print revenue budgets as zero: N
Incl encumb/liq entries: N
Include Fund Balance: N
Sort by JE # or PO #: J
Include requisition amount: N
Detail format option: 1

MANAGER'S REPORT - B BACK UP MATERIALS

**An Ordinance Prescribing Green Building Standards for
Municipal Buildings in the Town of Brunswick**

Prepared by Councilor Atwood on behalf of the Recycling and Sustainability Committee to be included in Council Committee's Update

Definitions

For purposes of this ordinance, a *qualifying project* is any new construction or major renovation project to be owned, occupied, or funded in whole or in part by the Town of Brunswick that is of 5,000 square feet in floor area or greater. A *major renovation* project is any renovation estimated to cost twenty-five percent or more of the insured value of the structure to be renovated.

- 1) All qualifying projects shall meet the minimum U.S. Green Building Council's LEED Standards; higher levels (e.g., Silver, Gold, Platinum) shall be pursued when practical. Official LEED certification of completed buildings may be requested at the discretion of the Town Council.
- 2) All qualifying projects shall achieve an EPA Energy Performance Rating that is as high as practical, with a minimum Rating of 75.

MANAGER'S REPORT - C BACK UP MATERIALS

Summary of Communities for Maine's Future program.

As prepared by Brian Dancause

The \$3.5 million Communities for Maine's Future (CMF) program was part of a \$23.75 million bond (Question 4) approved by Maine voters on June 8, 2010. CMF funds are intended to support downtown revitalization in Maine communities. Municipalities may apply for CMF funds for projects supporting a public purpose, with emphasis on collaboration with private sector and non-profit partners. The program will be administered by the Maine Department of Economic and Community Development and will be structured similarly to DECD's Municipal Investment Trust Fund. (Brunswick applied for and received MITF monies for the Maine Street Station project.) CMF projects will be evaluated in terms of economic development, downtown revitalization, historic preservation, tourism development, sustainable development, the degree of collaboration, and more.

The CMF timeline called for DECD to publish rules governing the program on January 12 with a public hearing scheduled for February 2. Letters of intent to apply were to be due to DECD by April 1 with applications due on April 22. However, Governor Paul R. LePage signed an Executive Order, effective January 10, requiring a review of all state agency rule-making. Thus, CMF program launch may be delayed pending the rule-making review. (Note: Given that Governor LePage's executive order was intended to scrutinize regulatory rules, I suspect that the review will delay CMF rule-making only marginally, as CMF rules will govern program eligibility and the process for applying for funds.)

**MANAGER'S REPORT - D
NO BACK UP MATERIALS**

ITEM 3

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 1/18/2011 on the following Special Amusement license applications:

Special Amusement

Brunswick Lodge of Elk's # 2043
D/B/A: Brunswick Lodge of Elk's
179 Park Row

Ms. Angela Brackett

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

APPLICATION FOR LICENSE OR PERMIT

Please complete:

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

Partnership-Partner's Names: _____

Corporation-Corporation Name: Brunswick Lodge of Elks #2043

Incorporation Date: 6-29-57 Incorporation State: ME

New License: Opening Date _____ Renewal License: Expiration Date: 1-29-11

Business Name: BPOE 2043 E-Mail: _____

Business Address: 179 Park Row Business Phone Number: 725-8265

Name of Contact Person: Angela Brackett Contact's Phone Number: SAME

Mailing Address for Correspondence: 179 PARK Row, Brunswick, Me 04011

Signature of Applicant: Gayle D. Brown, TREAS. Date: 1/3/11

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: 179 Park Row Brunswick Phone #: 725-8265

Name of Corp. Officer, Owner, or Partners: Title Address % of Stock or ownership

Name of Corp. Officer, Owner, or Partners	Title	Address	% of Stock or ownership
<u>Michael Murphy III</u>	<u>Exhausted Ruler</u>	<u>158 Rabbit Road 04280 Sabattus, ME</u>	
<u>Anthony Trippi</u>	<u>Trustee Chairman</u>	<u>312 Ridge St Brunswick, ME 04011</u>	
<u>Michael Toman</u>	<u>Secretary</u>	<u>68 Seaport Dr Brunswick, ME</u>	

Town Clerk Use Only

Approvals: Finance Codes Health Officer Council Police

OK per Jeff Emerson 1-5-11

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: Spec Amv Paid Fee: \$ 100 Cash / Check Date: 1/4/11

Advertising Fee: \$ N/A Paid

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: _____

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- _____

D.J's, Bands (Coccardino)

Describe in detail room or rooms to be used under this permit- _____

Loounge and BANQUET HALL

Signature of Owner, officer, partner or agent: _____

J. Brown, Treasurer

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

Theater (\$150 per screen)-Exp. June 30th

_____ Number of Screens

ITEM 4

BACK UP MATERIALS



TOWN OF BRUNSWICK PUBLIC HEARINGS

THE **BRUNSWICK TOWN COUNCIL** will hold a **public hearing** at their regular meeting on Tuesday, January 18, 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 amendments:

ITEM 1- Zoning Amendment

Zoning amendments as requested by Midcoast Regional Redevelopment Authority (MRRA) to change the allowed uses in the Aviation-Related Business District at Brunswick Landing.

ITEM 2 - Sec. 15-74. No-parking areas. Sections of Merryman Lane

Repeal current restrictions and replace with language below:

The following areas are designated as no-parking areas: ...

Merryman Lane, west side, commencing 20 feet south of the turnaround, thence northerly to the end of Merryman Lane, thence easterly across the end of Merryman Lane.

For more information contact the Town Manager's office at 725-6659.

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 – January 4, 2011



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

28 FEDERAL STREET

BRUNSWICK, ME 04011

PHONE: 207-725-6660

FAX: 207-725-6663

December 1, 2010

Memo to: Brunswick Town Council
 Gary Brown, Town Manager

From: Kris Hultgren, Town Planner

Subject: Zoning Ordinance Amendment: Appendix III - Base Reuse District Table of Uses

On November 30, the Planning Board recommended to the Town Council by a unanimous vote (4-0) a Zoning Ordinance amendment request by the Midcoast Regional Redevelopment Authority (MRRA). The amendment proposes to change the Table of Uses for the Base Reuse Zone so that Industry Class I and II uses and Warehousing and Storage uses do not need to be in conjunction with aviation related activities or uses to be permitted in the Aviation Related Sub-district. This change is accomplished by removing the qualifier in the Table of Uses identified as a "3" next to the "P" in the Table of Uses accompanying the Industry Class I and II uses and Warehousing and Storage uses in the Aviation Related Sub-district.

EXISTING TABLE OF USES (condensed)

Use/Land Use District	R-CMU	R-PO	R-AR	R-B&TI	R-R	R-R&OS
Industry Class I	X	X	P ₃	P	X	X
Industry Class II	X	X	P ₃	P	X	X
Warehousing and Storage	X	X	P ₃	P	X	X

Key: P = permitted use, X= prohibited use

Notes: 1 = Allowed only as part of a mixed-use building

2 = Allowed only as an accessory use to another allowed use

3 = Allowed only in conjunction with aviation related activities or uses

PROPOSED TABLE OF USES (condensed)

Use/Land Use District	R-CMU	R-PO	R-AR	R-B&TI	R-R	R-R&OS
Industry Class I	X	X	P	P	X	X
Industry Class II	X	X	P	P	X	X
Warehousing and Storage	X	X	P	P	X	X
Key: P = permitted use, X= prohibited use						
Notes: 1 = Allowed only as part of a mixed-use building						
2 = Allowed only as an accessory use to another allowed use						
3 = Allowed only in conjunction with aviation related activities or uses						

At the Planning Board Public Hearing on November 30, MRRA noted that the reason for the requested change is to help facilitate the reoccupation of existing buildings within the Aviation Related Sub-district with uses that are appropriate for the zone but may not always be related to aviation activities.

The Planning Board received written and oral comments from the Maine Department of Inland Fisheries and Wildlife (IF&W) asking that only specific areas within the Aviation Related Sub-district be permitted for Industry uses and Warehousing and Storage uses in order to protect critical habitat identified within the Sub-district. The Planning Board decided against the request by IF&W in part because the areas identified as containing critical habitat are already protected by the Federal Aviation Administration’s regulated approach zones and by existing state and local regulations protecting critical resources from development. A copy of the written comments by IF&W Wildlife Biologist Judy Camuso, who also represented IF&W at the Public Hearing, is attached to this memo.

The Planning & Development Department requests that a Public Hearing be scheduled to continue the review of the Zoning Ordinance amendment.

I will be available at the Town Council meeting on December 6 to answer questions. Thank you.

A-III.5 Land Use District Designations as per the Adopted BNAS Reuse Master Plan

The BNAS Reuse District is divided into six land use districts as contained in the adopted BNAS Reuse Master Plan. The allowed uses and the dimensional and density requirements are set forth in Sections A-III.6 and A-III.7. Additional performance standards are contained in Section A-III.8 and are applicable to the entire BNAS Reuse District.

The six land use districts are:

Land Use Districts General Descriptions Based on the BNAS Reuse Master Plan, approved December 2007

- R-CMU BNAS Community Mixed Use Land Use District (includes the Community Mixed Use Land Use Designation plus the portion of the Education Land Use Designation included in the Southern Maine Community College Public Benefit Conveyance)
- R-PO BNAS Professional Office Land Use District (includes the Professional Office Land Use Designation)
- R-AR BNAS Aviation Related Land Use District (includes the Airport Operations and Aviation Related Business Land Use Designations)
- R-B&TI BNAS Business and Technology Industries Land Use District (includes the Business and Technology Industries Land Use Designation)
- R-R BNAS Residential Land Use District (includes the Residential Land Use Designation)
- R-R&OS BNAS Recreation and Open Space Land Use District (includes the Recreation and Open Space Land Use Designation)

The boundaries of the six land use districts are shown on the BNAS Reuse District Land Use District Map, a conceptual part of the adopted BNAS Reuse Master Plan which may be amended from time to time, and is attached for illustrative purposes to the Town's Official Zoning Map. Further, the boundaries may be refined upon completion and approval of the BNAS Environmental Impact Statement.

A-III.6 Use Table for the Land Use Districts

Use/Land Use District	R-CMU	R-PO	R-AR	R-B&TI	R-R	R-R&OS
Aviation Operations	X	X	P	P	X	X
Aviation Related Business	X	X	P	P	X	X
Bank	P	P	P ³	X	X	X
Bed and Breakfast	P	X	X	X	X	X
Boarding House	P	X	X	X	X	X
Business Office	P	P	P ³	P	X	X
Campground	X	X	X	X	X	P
Car Wash	X	X	X	X	X	X
Club or Lodge	P	X	X	X	X	X
College Dining Facility	P	X	X	X	X	X
College Office	P	P	X	X	X	X

Use/Land Use District	R-CMU	R-PO	R-AR	R-B&H	R-R	R-R&OS
Community Center	P	X	X	X	P ²	X
Congregate-Assisted Living	P	X	X	X	P	X
Contractor's Space	X	X	P ³	P	X	X
Convenience Store	P	X	X	X	X	X
Drive-Through	P	X	X	X	X	X
Dwelling, Single and Two Family	X	X	X	X	P	X
Dwelling, 3 or More Units	P	X	X	X	P	X
Dwelling as Part of a Mixed Use Building	P	X	X	X	X	X
Educational Facility	P	P ¹	P	P ¹	X	P
Equestrian Facility/Stable	X	X	X	X	X	P
Farm/Gardens	X	X	X	X	X	P
Gasoline/Fuel Sales	P	X	P ³	P	X	X
Gasoline/Fuel Service Station	P	X	X	P	X	X
Golf Course	X	X	X	X	X	P
Greenhouse	X	X	X	P	X	P
Hotel	P	P	X	X	X	X
Industry Class I	X	X	P ³	P	X	X
Industry Class II	X	X	P ³	P	X	X
Junkyards	X	X	X	X	X	X
Kennel	X	X	X	X	X	X
Library or Museum	P	X	X	X	X	X
Marina	X	X	X	X	X	X
Marine Activities	X	X	X	X	X	X
Media Studio	P	P ¹	X	X	X	X
Mineral Extraction	X	X	X	X	X	X
Motor Vehicle Sales	X	X	X	X	X	X
Motor Vehicle	P	X	X	P	X	X

Use/Land Use District	R-CMU	R-PO	R-AR	R-B&TI	R-R	R-R&OS
Service/Repair						
Parking Facility	P	P ²	P	P	X	X
Photographers – Artists Studio	P	P ¹	X	X	X	X
Professional Office	P	P	P ³	P	X	X
Recreation Facility	P	P ¹	X	X	P ²	P
Religious Institution	P	P	X	X	X	X
Residence Hall	P	X	X	X	X	X
Restaurant	P	P ¹	P ³	X	X	P ²
Retail Class I	P	P ¹	P ³	P ²	X	P ²
Retail Class II	P	X	X	X	X	X
Service Business Class I	P	P ¹	P ³	P	X	X
Service Business Class II	P	P ¹	P ³	P	X	X
Theater	P	X	X	X	X	X
Veterinary Office	P	X	X	X	X	P ²
Warehousing and Storage	X	X	P ³	P	X	X
Key: P="permitted use"; X="prohibited use"; ".." = Special Permit required, see Section 701						
Notes: ¹ Allowed only as part of a mixed-use building ² Allowed only as an accessory use to another allowed use ³ Allowed only in conjunction with aviation related activities or uses						

ITEM 5

BACK UP MATERIALS



**Adopted Ordinance Amendments
Relative To No Parking
on Merryman Lane
Drafted – 12/13/2010
Public Hearing – 01/18/2011
Adopted –
Effective –**

Be it ordained by the Town Council of the Town of Brunswick, Maine, that Chapter 15, Article IV of the Municipal Code of Ordinances, Town of Brunswick, Maine, is amended as follows:

Sec. 15-74. No-parking areas.

The following areas are designated as no-parking areas: ...

~~*Merryman Lane*, west side, commencing at Durham Road and extending northerly, including the turnaround, nine hundred twenty six (926) feet to the end of the road and thence twenty (20) feet easterly along the north end of the dead end road, and thence southerly along the easterly side of Merryman Lane to the southerly side of the driveway of the property now owned by Bernard and Jennifer Coombs.~~

Merryman Lane, west side, commencing on the west side of Merryman Lane 20 feet south of the turnaround, thence northerly to the end of Merryman Lane, thence easterly across the end of Merryman Lane.

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

Attest: _____
Town Clerk

ITEM 6

NO BACK UP MATERIALS

Downtown Master Plan
available at

www.brunswickme.org

ITEM 7

BACK UP MATERIALS

**PROPOSAL FOR
Downtown and Outer Pleasant Street Plan Implementation Committee**

Mission

The Downtown and Outer Pleasant Street Plan Implementation Committee shall prioritize and suggest recommendations for Town Council's consideration, and oversee the implementation of the Master Plan for Downtown Brunswick and the Outer Pleasant Street Corridor, adopted by the Brunswick Town Council on *mm/dd/yy*.

Goals

1. The Committee shall review, combine as needed, prioritize, and recommend actions from the Plan to be undertaken.
2. For each recommendation brought forward by the Committee, they shall confirm the need by consulting stakeholders and soliciting input. They shall also identify partnerships, funding sources, and technical resources needed.
3. The Committee shall provide a report to the Town Council at least every six months.

Committee Considerations

The purpose of the Plan is to enhance the livability and viability of the Outer Pleasant Street and Downtown area. The Committee shall consider and evaluate the recommendations in the Plan as to:

1. The five focus areas identified in the Plan: Visual Quality, Neighborhoods, Pedestrian and Vehicular Movement, Marketing, and Financing
2. The associated costs and impacts of all proposals to the Town taxpayers
3. The associated costs and impacts to local businesses and non-profit organizations
4. Input solicited from a myriad of sources which, in turn, will assist with the public knowledge and buy-in of the recommendation
5. Using existing partnerships and developing new partnerships of local organizations and businesses
6. The relevancy of each recommendation as it is addressed: should it still be considered or removed because of changes in environment, suitability or costs?
7. The history of the recommendation locations and stakeholders

Committee Composition

Because of the regional focus of the Plan, the Committee shall include the following members for a three-year term:

- Two (2) Brunswick Town Councilors (suggested Councilors from Districts 4 and 6)
- Two (2) residents; one each from a Downtown and Pleasant Street neighborhood
- Two (2) business owners; one who owns a business Downtown and one who owns a business on Pleasant Street
- Two (2) at-large members
- One (1) representative of the creative economy/non-profit community
- One (1) representative from the Brunswick Downtown Association

As the Committee addresses particular recommendations or focus areas, they shall have the authority to bring in ad hoc members to assist with their evaluations.

Staff Assistance

The Committee will be staffed by the Department of Planning and Development and the Department of Economic and Community Development.

ITEM 8

BACK UP MATERIALS



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.energymaine.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

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 are 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:

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)

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

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.

ITEM 9

BACK UP MATERIALS



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
28 FEDERAL STREET
BRUNSWICK, ME 04011

ANNA M. BREINICH, AICP
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

January 12, 2011

Memo to: Brunswick Town Council
Gary Brown, Town Manager
From: Anna Breinich, AICP
Subject: Gateway 1 Interlocal Agreement Establishing the Gateway 1 Corridor Coalition: Request for Town to Sign-on

As you know, in September 2009 the Town of Brunswick took action to authorize Town Manager, Gary Brown, to sign the Start-up Agreement for the Implementation of the Gateway 1 Corridor Action Plan. Since then the Town actively participates as a member of the Gateway 1 Corridor Interim Steering Committee (ISC) made up of representatives from 15 of the possible 20 municipalities between Brunswick and Stockton Springs. In 2010, the Town also received a \$29,500 grant through its Gateway 1 Corridor ISC participation to partially fund the recently completed Town of Brunswick Downtown and Outer Pleasant Street Master Plan.

As stated in the 2009 Start-up Agreement, the Gateway 1 Corridor ISC has developed an Interlocal Agreement for consideration by all corridor municipalities, Maine Department of Transportation and the Maine State Planning Office to ensure the continued function of Route 1 as the region's major transportation corridor. This agreement and an annotated table of contents are attached to this memo for your consideration and appropriate action at the January 18, 2011 meeting of Town Council. The Town Attorney, Patrick Scully, reviewed the Interlocal Agreement in its current form and has indicated his endorsement of the document for Council's signature.

Also stated in the 2009 Start-up Agreement and agreed to by the Town of Brunswick, is the need to endorse and eventually incorporate provisions of the Gateway 1 Corridor Action Plan into the Town's 2008 Comprehensive Plan. A resolve to endorse the Corridor Action Plan is also attached for your action. Please note that the resolve does not commit the Town to any final course of action, but does commit the Town to a "good faith effort" to consider necessary changes/amendments to the Comprehensive Plan within 24 months.

Staff has attached a narrated PowerPoint presentation on CD giving a more detailed overview of the process to date, short and long term member benefits for the Town and Town responsibilities. Those municipalities that "sign-on" will benefit from the following:

- 1) Have a voice in determining corridor funding priorities for MDOT transportation projects (excluding maintenance, safety and bridge-related work);
- 2) Access to additional corridor funding of a potential \$1.3 million MDOT set aside for corridor transportation planning/project funding; and
- 3) Reduced or waived local matches for certain MDOT projects within the corridor.

In exchange, each municipality will be asked to make policy and regulatory changes resulting in directing growth and related public services into core growth areas, implementing master pedestrian/bicycle plans, increasing transportation options and providing for regional land use and transportation planning within the corridor. With the 2008 adoption of the Town's Comprehensive Plan Update, the draft Downtown and Outer Pleasant Street Corridor Master Plan and other prior planning efforts, Brunswick is generally consistent with the changes outlined in the Corridor Action Plan, previously made a part of the Start-up Agreement and now carried forward by the Interlocal Agreement.

Based upon the above information, staff recommends that the Town Council take appropriate action authorizing the Town Manager, Gary Brown, to sign the attached Gateway 1 Corridor Coalition Interlocal Agreement and, further, resolve to endorse the so-called Gateway 1 Corridor Action Plan, in principle, and make a "good faith effort" to consider amendments necessary to adopt the Action Plan as part of the Town of Brunswick 2008 Comprehensive Plan within 24 months of approving the Interlocal Agreement.

I look forward to your discussion on the 18th and will be available for questions.



December 6, 2010

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

Re: Gateway 1 Interlocal Agreement

Dear Mr. Brown:

Last fall your community signed on to a Start-up Agreement with 15 other Route 1 communities, the Maine Department of Transportation (MaineDOT), and the Maine State Planning Office to begin implementing the *Gateway 1 Corridor Action Plan*. Local Gateway 1 representatives have been working diligently over the past 11 months on the next steps in forming a partnership between Route 1 communities, the MaineDOT, and the Maine State Planning Office to ensure the continued function of Route 1 as the region's major transportation corridor.

The benefits of participating in the Corridor Coalition are significant and include the unprecedented authority to make prioritization decisions on certain MaineDOT transportation improvements corridor-wide, funding for municipal planning, and higher priority for capital projects. The comprehensive list of incentives and benefits is described in Chapter 8 of the *Action Plan*.

To join the Corridor Coalition, your community will need to approve an Interlocal Agreement as provided for in Maine's Interlocal Cooperation Act (30-A M.R.S. §§2201 to 2207). The Gateway 1 Implementation Steering Committee (ISC), through its Corridor Coalition Sub-committee and after much deliberation and with the input of municipal officials and attorneys along the corridor, has developed an Interlocal Agreement that will create the legal framework for the Gateway 1 Corridor Coalition.

Enclosed in this packet is the Interlocal Agreement, a table of the comments received on an earlier draft of the Interlocal Agreement and responses to the comments, and an annotated table of contents for the Interlocal Agreement.

The Interlocal Agreement will need to be approved by your local legislative body. Because all parties must approve the exact same version, no changes may be made to the

Agreement at this time. Once the Corridor Coalition forms, amendments may be proposed in the manner provided for in the Agreement.

In addition to approving the Interlocal Agreement, your community will have to adopt or endorse the *Gateway 1 Corridor Action Plan*. Your local ISC representative Anna Breinich or Stacy Benjamin, the Gateway 1 Project Administrator, can answer questions you have about this process.

The ISC asks that your legislative body vote on the Interlocal Agreement before June 30, 2011 as agreed to in the extension to the Start-up Agreement. We suggest you review the Agreement closely and refer it to your legal counsel.

Thank you for your continued support of this landmark program that will give Gateway 1 communities unprecedented decision sharing in certain transportation investments with the Maine Department of Transportation and offers other financial incentives as actions recommended in the Corridor Action Plan are locally adopted.

Sincerely,

A handwritten signature in cursive script that reads "Don White". The signature is written in black ink and is positioned below the word "Sincerely,".

Don White
Chairman
Gateway 1 Implementation Steering Committee

A handwritten signature in cursive script that reads "Stacy Benjamin". The signature is written in black ink and is positioned above the typed name.

Stacy Benjamin
Gateway 1
Project Administrator
(207) 342-2929
sbenjamin@mainecollaborativeplanning.com

cc: Anna Breinich
Kris Hultgren

ANNOTATED TABLE OF CONTENTS
GATEWAY 1 CORRIDOR COALITION INTERLOCAL AGREEMENT

ARTICLE 1 – PURPOSE **[p. 1]**

Gateway 1 Corridor Coalition Interlocal Agreement will:

- Voluntarily establish the Gateway 1 Corridor Coalition to cooperate and jointly exercise certain authority specified in this Agreement, to implement the *Gateway 1 Action Plan*
- Memorialize each party’s agreement to make its “best efforts” to carry out individual responsibilities under the *Action Plan* while retaining all governing authorities

ARTICLE II – DEFINITIONS **[p. 2 - 5]**

This Article includes technical terms used throughout the agreement. Among other things:

- “Initially Eligible Municipalities” are the 20 along the Mid-coast Route 1 Corridor;
- “Eligible” Municipalities include other municipalities that may in the future be invited to join the Coalition;
- “Member Municipalities” are those that sign the Agreement

ARTICLE III – ADMINISTRATION

Section 3.1 Creation of Gateway 1 Corridor Coalition **[p. 5 - 8]**

This section authorizes creation of the Gateway 1 Corridor Coalition as a non-profit corporation. It:

- Spells out the eligible membership in the corporation. Municipalities, MaineDOT, State Planning Office (SPO) and possibly other state agencies and Federal Highway Administration are the initially eligible members.
- Requires certain items to be included in the Coalition’s bylaws. Among other items, each member will have one vote, weighted equally, except for certain limitations on voting by state and federal agencies

Section 3.2 Shared Functions and Duties **[p. 8 – 15]**

This section outlines the functions and duties to be shared among the members. These include:

- Education & outreach, including preparing guidelines and model ordinances for municipal use
- Transportation planning – Among other things, MaineDOT agrees to delegate to the members priority-setting authority for transportation investments in the 20-town Corridor. Beginning in 2014, MaineDOT will allot funds (for FY 2016-2017 biennium) for this purpose.
- Land use planning – Among other things, municipalities agree to incorporate a standard of consistency with the Gateway 1 Action Plan into their local land use ordinances; and to

consider comments by the Coalition on applications in the corridor over a certain size in terms of impacts on Routes 1 and 90. Municipalities retain decision authority over all applications.

Section 3.3 General Authority [p. 15]

This section provides for general authority to carry out the operations of a non-profit corporation.

ARTICLE IV – FINANCES [p. 15]

Important components of this section include:

- Coalition can seek funds to pay for its operations through any means legally available to non-profit corporations, but cannot commit any member to any financial obligation without the prior express written approval of the affected member
- Coalition’s annual budget requires an affirmative vote by two-thirds of its Board
- In each biennium, Coalition may submit request to MaineDOT for funds to support its functions; subject to available resources, any such funds would be included in MaineDOT’s Biennial Capital Work Plan, which must be approved by the Legislature

ARTICLE V – EFFECTIVE DATE AND DURATION [p. 15]

The agreement becomes effective when the legislative bodies of 12 Initially Eligible Municipalities, plus Commissioner of MaineDOT and Director of SPO sign on.

ARTICLE VI – ADOPTION OF ACTION PLAN; MAINTENANCE OF ELIGIBILITY

The agreement gives municipalities time, if necessary, to adopt the Action Plan and the basic actions contained in the plan, and to provide some flexibility in doing so. At the same time it tries to assure that, in return for significant sharing by MaineDOT of transportation planning authority, municipalities will manage land use in a way that will reduce burdens on the transportation system. MaineDOT commits to working toward incentive packages tied to land use achievements, as outlined in the *Gateway 1 Action Plan*.

Section 6.1 Adoption of Action Plan [p. 16 – 17]

To join the Coalition, an eligible municipality must have either adopted the *Action Plan* by way of several options; OR adopted a resolution endorsing the Plan in principle. Standards for what constitute adoption are included in Attachment 1 – with a focus on flexibility to customize actions to the community. If endorsing the *Action Plan* in principle, the municipality agrees to adopt it within 24 months of joining.

MaineDOT agrees to incorporate the *Action Plan* into its Long-Range Plan and to employ the strategies in the Plan in the planning, design, and engineering of specific projects; and to

recognize municipalities that have adopted the *Action Plan* as qualifying for incentives under the Sensible Transportation Policy Act

SPO agrees that municipalities that adopt the Action Plan as part of Comp Plan have met the standards of the Transportation Chapter of a Comp Plan

Section 6.2 Maintaining eligibility for membership [p. 17 – 18]

If a municipality has not adopted the *Action Plan* as part of its Comp Plan within 24 months of joining, is not making significant progress toward doing so, or has rejected the *Action Plan*, its voting rights may be suspended or membership terminated until it does adopt the Action Plan.

Timelines of 36 to 60 months are established for making progress on implementing the basic actions in the *Action Plan*. If significant progress is not being made, a Municipal Member’s voting rights may be suspended or membership terminated until the basic actions have been implemented. Municipalities have a right of appeal such a suspension or termination.

State agencies must report progress and a schedule for implementing incentives and other actions required of them by the *Action Plan*.

ARTICLE VII – AMENDMENT OF AGREEMENT; ADDITION OF PARTIES [p. 20 – 21]

This Article provides for amendment of the Interlocal Agreement by 75% of the Municipal Members, Commissioner of MaineDOT, and Director of SPO. It also provides for the addition of members, including Initially Eligible Municipalities that did not join at the outset and other municipalities that may petition or be invited to join.

ARTICLE VIII – WITHDRAWAL FROM AGREEMENT [p. 21]

Municipal members may withdraw with one-year’s written notice. State and federal agency members may withdraw with written notice at the end of the next full biennium.

ARTICLE IX – DISSOLUTION [p. 22]

The Coalition is dissolved if the number of Member Municipalities drops to fewer than 10 of the Initially Eligible Municipalities or upon three-quarters vote of all of its members.

ARTICLE X - NON-APPROPRIATIONS; NON-WAIVER OF SOVEREIGN IMMUNITY; SEVERANCE [p. 22]

Acknowledges and preserves certain governmental limitations and rights under law.

1 **GATEWAY 1 CORRIDOR COALITION**
2 **INTERLOCAL AGREEMENT**
3

4 **WHEREAS**, the *Parties* to this Agreement have the desire to cooperatively manage the mobility,
5 safety, and quality of life in the Route 1 corridor from Brunswick to Stockton Springs, including
6 Route 90 between Warren and Rockport; and
7

8 **WHEREAS**, the *Parties* to this Agreement together have participated in the preparation of a
9 long-term plan, known as the *Gateway 1 Corridor Action Plan, Brunswick to Stockton Springs*,
10 dated July 2009, which sets forth transportation and land use strategies that will help the
11 *Parties* achieve their mutual transportation, economic development, and quality of life goals in
12 this corridor; and
13

14 **WHEREAS**, the *Parties* to this Agreement wish to create a structural framework and a legal
15 entity to assist in the cooperative management of this corridor; and
16

17 **WHEREAS**, various state laws grant the *Parties* to this Agreement the requisite legal authority
18 to carry out the activities listed herein; and
19

20 **WHEREAS**, the *Parties* to this Agreement are authorized by the Maine Interlocal Cooperation
21 Act, 30-A M.R.S. §§2201 to 2207, to enter into such an Agreement;
22

23 **NOW, THEREFORE**, the municipalities of _____ [LIST] _____, the Maine
24 Department of Transportation, the Maine State Planning Office, _____ [LIST OTHER
25 INITIALLY ELIGIBLE STATE AND FEDERAL PUBLIC AGENCIES CHOOSING TO SIGN] _____ for
26 and in consideration of the mutual promises and agreements hereinafter stated, and the
27 performance thereof, do hereby become the *Parties* to this Agreement and agree as follows:
28

- 29 Article I: Purpose
 - 30 Article II: Definitions
 - 31 Article III: Administration
 - 32 Article IV: Finances
 - 33 Article V: Effective Date and Duration
 - 34 Article VI: Adoption of Gateway 1 Action Corridor Plan; Maintenance of Eligibility
 - 35 Article VII: Amendment; Addition of *Parties*
 - 36 Article VIII: Withdrawal
 - 37 Article IX: Dissolution
 - 38 Article X: Non-Appropriations; Non-Waiver of Sovereign Immunity; Severance
- 39
40
41
42
43

1 **I. PURPOSE**

2
3 The purpose of this Agreement is to authorize the voluntary establishment of the Gateway 1
4 Corridor Coalition, through which the *Parties* to this Agreement will cooperate and jointly
5 exercise certain authorities to implement the strategies contained in the *Gateway 1 Corridor*
6 *Action Plan* and to keep that plan current, including possible future amendments, as conditions
7 may require, until this Agreement is terminated.

8
9 Further, through this Agreement, each Party agrees to make its best efforts to carry out its
10 individual responsibilities under the *Gateway 1 Corridor Action Plan*, a copy of which is on file in
11 the Municipal Clerk’s office of each *Municipal Member*. All *Parties* retain all of their governing
12 authorities, enter into the Agreement voluntarily, and may withdraw from it at any time in the
13 manner described herein, without penalty other than the loss of incentives and other benefits
14 such as are provided in the *Gateway 1 Corridor Action Plan* and that come with continued
15 participation in the Coalition.

16
17 **II. DEFINITIONS**

18
19 Throughout this Agreement, defined words will be *Capitalized and Italicized*. In addition, the
20 *Gateway 1 Corridor Action Plan* will be referred to as the ***Plan***, in bold face as well as capitalized
21 and italicized.

22
23 *Arterial Highways* – Roads that provide long-distance connections between municipalities and
24 regional centers, typically handling more than 10,000 vehicles per day, as classified by the
25 Maine Department of Transportation (the “*Department*”).

26
27 *Biennial Capital Work Plan* – A document prepared by the *Department* that identifies
28 anticipated capital transportation funding for a particular biennium and the improvements
29 throughout the State to be implemented with this funding.

30
31 *Board Member* – A representative and an alternate appointed by each *Municipal Member’s*
32 municipal officers, and a representative and alternate appointed by the commissioner,
33 secretary, or director of each *Member* state or federal public agency, which representatives and
34 alternates are members of the Coalition’s Board of Directors.

35
36 *Collector Roads* – Roads that typically feed the *Arterial Highway* system, as classified by the
37 *Department*. These roads collect and deliver traffic from local roads to the nearest arterial.
38 Major collectors typically handle between 2,000 and 8,000 vehicles a day.

39
40 *Comprehensive Plan* – A municipal or multi-municipal plan that serves as the guide for planning
41 and development and the legal basis for municipal-wide zoning, as further defined in 30-A
42 M.R.S. §§4301 and 4326.

1 *Contingent Financial Obligation* – A potential liability that could accrue to a *Member* depending
2 on the terms of the obligation incurred by the Coalition. (The Coalition is expressly prohibited
3 from committing any of its *Members* to any *Contingent Financial Obligations* without the legal
4 approval of the *Member* who would be so obligated communicated in writing to the Board of
5 Directors of the Coalition.)
6

7 *Department* – Within the context of this Agreement, this refers to the Maine Department of
8 Transportation.
9

10 *Discretionary, Competitive Transportation Funds* – Funds that are awarded through defined
11 programs of the *Department's* Quality Community Program, based on criteria related to those
12 programs. Examples of such programs that exist as of the date of this Agreement are the
13 *Transportation Enhancement Program*, *Safe Routes to School Program*, *Small Harbor*
14 *Improvement Program*, *National Scenic Byways Program*, and *Industrial Rail Access Program*.
15 These programs and funds exclude funds distributed based on formulas or as a result of
16 solicitations of projects for inclusion in the *Department's Biennial Capital Work Plan*.
17

18 *Economic Development District* – An area of the state and its accompanying organization
19 designated by the U.S. Secretary of Commerce under the federal Public Works and Economic
20 Development Act for the purpose of coordinating economic development strategies and
21 receiving certain federal funds to help to stimulate the economy of the area.
22

23 *Eligible Municipalities* – The *Initially Eligible Members* as defined in this Agreement plus any
24 municipality that has accepted an invitation by the Coalition to join the Coalition or whose
25 petition to join is accepted by the Coalition, according to the procedure set forth in Article VII of
26 this Agreement.
27

28 *Fiscally Constrained* – Limiting programs or projects to those that can reasonably expect to
29 receive funding within the time allotted for their implementation.
30

31 *Gateway 1 Corridor* – the area within the twenty municipalities covered by the *Gateway 1*
32 *Corridor Action Plan*, alternately referred to herein as “the Corridor.”
33

34 *Gateway 1 Corridor Action Plan* – The long-term transportation-and-land use plan cooperatively
35 prepared by the *Initially Eligible Municipalities*, the *Department*, the *State Planning Office*
36 (“*SPO*”), and the Federal Highway Administration (“*FHWA*”), and published in July 2009, as it
37 may be amended from time to time. It is hereafter referred to as the “*Plan*.”
38

39 *Implementation Steering Committee* – The committee appointed by municipalities and agencies
40 that signed a “Start-up Agreement for the Implementation of the *Gateway 1 Corridor Action*
41 *Plan* in the Route 1 Corridor from Brunswick to Stockton Springs,” to carry out the tasks
42 necessary to establish the Gateway 1 Corridor Coalition. The *Implementation Steering*

1 *Committee* will expire along with the Start-up Agreement on June 30, 2011, unless extended by
2 the *Parties* to the Start-up Agreement.

3
4 *Initially Eligible Municipalities* – The following twenty municipalities through which U.S. Route
5 1 or Maine Route 90 pass and that participated in the preparation of the **Plan**: Bath, Belfast,
6 Brunswick, Camden, Damariscotta, Edgecomb, Lincolnville, Newcastle, Nobleboro, Northport,
7 Rockland, Rockport, Searsport, Stockton Springs, Thomaston, Waldoboro, Warren, West Bath,
8 Wiscasset, and Woolwich.

9
10 *Investment* – As used in this Agreement, the funding of a study, plan, design, construction, or
11 other type of project pertinent to this Agreement.

12
13 *Member* – Any *Party* to this Agreement. As used in this agreement, “*Member*” refers to the
14 public entity that is the *Party* itself, while “*Board Member*,” as defined above, refers to the
15 *Party’s* appointed representative (or alternate) to the Coalition’s Board of Directors.

16
17 *Metropolitan Planning Organization* – A Federally mandated and funded transportation policy-
18 making organization in urbanized areas containing a population greater than 50,000
19 population, established by a memorandum of understanding between affected municipalities
20 and the State, that is governed by representatives from municipalities and governmental
21 transportation authorities, including the state department of transportation, and that channels
22 Federal funds for transportation projects and programs in their areas according to Federal
23 standards and guidelines.

24
25 *Mid-Range Plan* – A multi-modal transportation capital improvement plan prepared by the
26 *Department* to identify projects for which there is an intention, but not a guarantee, of funding,
27 based on goals established in the *Department’s* long-term plan and input from municipalities
28 and others.

29
30 *Ministerial Duties*—Duties that are administrative in nature and do not involve the
31 establishment of policy or discretion in the use or allocation of funds or the exercise of other
32 powers granted by this Agreement to the Gateway 1 Corridor Coalition.

33
34 *Municipal Member* – A municipality that is a *Party* to this Agreement.

35
36 *Parties* –Municipalities and state and federal agencies that are signatories to this Agreement.

37
38 **Plan** – The *Gateway 1 Corridor Action Plan*.

39
40 *Project Development* – The stage of a project that typically follows planning and programming
41 of a potential project and that involves additional environmental study, engineering, selection
42 of a design alternative and location, right-of-way acquisition, and similar steps toward
43 implementing the project.

1
2 *Regional Council* – A quasi-municipal, nonprofit organization formed by its member
3 municipalities and governed by the municipalities’ appointed representatives, as authorized
4 under 30-A M.R.S. §2301 *et seq.* A *Regional Council* may be either a Council of Governments or
5 a Regional Planning Commission, as provided by state law, that, among other responsibilities
6 enumerated in state law, provides planning assistance and advisory services to municipalities,
7 promotes regional cooperation and coordination, and facilitates state-local coordination.

8
9 *State Planning Office* or *SPO* – An office of state government’s Executive Department that,
10 among other things, is responsible for administering Maine’s Growth Management Program,
11 30-A M.R.S. §§4312-4349-A, or the successor to this office if such responsibility is transferred to
12 another agency.

13
14 *Surface Transportation Program* – A Federal program established pursuant to 23 U.S.C. §133,
15 and regulations adopted pursuant thereto.

16
17 *Transportation Enhancement Program* – A program established within the *Surface*
18 *Transportation Program* and administered by state departments of transportation to fund
19 community-based projects that expand travel choices and improve the cultural, historic,
20 aesthetic and environmental aspects of transportation infrastructure. Transportation
21 enhancement projects are limited to those twelve eligible activities specified by the FHWA,
22 including, among others, pedestrian and bicycle facilities, historic preservation, scenic
23 beautification, environmental mitigation, and conversion of abandoned railway corridors to
24 trails. Projects must relate to land or water surface transportation.

25 26 **III. ADMINISTRATION**

27 28 **3.1 Creation of Gateway 1 Corridor Coalition**

29
30 Pursuant to the provisions of the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2207,
31 and the Maine Nonprofit Corporations Act, 13-B M.R.S. §§101—1406, the *Parties* agree to
32 establish a nonprofit corporation under the name “Gateway 1 Corridor Coalition” (“Coalition”)
33 to conduct the cooperative undertaking described in this Agreement. It is understood and
34 agreed by the *Parties* hereto that this Agreement provides the framework for the Coalition. The
35 entity itself will need to be formed separately as otherwise provided for under Maine law.

36 37 **3.1.1 Members:**

38
39 The *Parties* to this Agreement shall constitute the *Members* of the Coalition. Initially,
40 eligible *Members* are (1) each of the *Initially Eligible Municipalities*; (2) the *Department* and
41 the *State Planning Office*, (3) the Federal Highway Administration; and (4) such other state
42 and federal public agencies whose missions will assist in the implementation of the *Plan*
43 and are invited and approved by the Coalition’s Board of Directors to be *Members*.

1
2 Additional municipalities may become eligible for membership in the Coalition upon action
3 by the Board of Directors pursuant to Article VII of this Agreement.
4

5 **3.1.2 Bylaws:**
6

7 The Board of Directors of the Coalition (hereinafter the “Board”) shall, at an organizational
8 meeting of the corporation and at an annual meeting to be held each year thereafter, elect
9 from its membership a Chair, Vice-Chair, Secretary and a Treasurer and may elect such
10 other officers as it may desire. The Board shall adopt, by an affirmative vote of at least two-
11 thirds of all *Board Members*, bylaws and rules of conduct of its meetings and the other
12 affairs of the Board and the corporation. The bylaws shall, at a minimum, include the
13 following provisions:
14

15 a. **Make-up of the Board:** The Board shall consist of a representative and an
16 alternate appointed by each *Municipal Member’s* municipal officers, and a
17 representative and an alternate appointed by the commissioner, secretary, or
18 director of each *Member* state or federal public agency.
19

20 b. **Voting:** Each *Member* shall be entitled to one vote and each vote shall be
21 counted equally. Each Member may vote either through its representative or, in
22 the absence of the representative, its alternate, but not both simultaneously.
23

24 An agency *Member* shall not vote on matters on which the Board is making a
25 recommendation to that *Member’s* agency for its final decision; and a *Municipal*
26 *Member* may not vote on its own possible disqualification as provided under
27 Article VI. A *Member* who is prohibited from voting shall not be counted in the
28 calculation of the minimum number of votes required for an action by the Board.
29

30 c. **Terms on the Board:** Each Municipal *Board Member* shall be appointed for a 3-
31 year term and may be reappointed. Each state and federal public agency *Board*
32 *Member* may serve for an indefinite term as long as he or she is employed by the
33 *Member* state or federal agency or until the agency’s commissioner, secretary, or
34 director replaces him or her.
35

36 d. **Sub-regional committees:** *Municipal Members* may form sub-regional
37 committees in a manner and configuration to be stated in the bylaws. The
38 municipalities within a sub-region represented by a sub-regional committee shall
39 be contiguous to the extent practicable, and no municipality located on Route 1
40 shall be involuntarily omitted from a given sub-region if the municipalities either
41 side of it are part of that sub-region. The purposes of the sub-regional
42 committees are to facilitate public participation in the decisions of the Coalition,
43 to help provide technical assistance to municipalities in a sub-region in carrying

1 out the *Plan*, to prepare recommendations to and otherwise advise the Board in
2 the preparation of transportation improvement and land use policy priorities in a
3 sub-region, to foster cooperation with non-member municipalities that affect or
4 may be affected by decisions concerning the Corridor, to provide the Board with
5 periodic evaluations of progress toward implementing the *Plan* in their
6 respective sub-regions, and to provide periodic evaluations of the Board's
7 performance as perceived in the respective sub-regions.
8

- 9 e. **Executive Committee:** The Chair, Vice-Chair, Secretary, and Treasurer of the
10 Board shall constitute an Executive Committee together with such other *Board*
11 *Members* as the Board may elect. Members of the Executive Committee other
12 than the Board's Chair, Vice-Chair, Secretary and Treasurer shall be from sub-
13 regions not otherwise represented on the Executive Committee. The Executive
14 Committee may take *Ministerial* action on behalf of the Board and may perform
15 such other activities as the Board may expressly authorize the Executive
16 Committee to perform.
17
- 18 f. **Public participation and access:** All meetings of the Coalition, its Board, its
19 committees and the sub-regional committees shall be open to the public, and all
20 actions of the Coalition, its Board, its committees and the sub-regional
21 committees shall be conducted in conformance with the Maine Freedom of
22 Access Act, 1 M.R.S. §§401-412. Records of the Coalition, its Board, its
23 committees, and the sub-regional committees are subject to public inspection
24 pursuant to the Maine Freedom of Access Act. The Board shall establish policies
25 and procedures to solicit, respond to, and include public input at meetings and
26 on budgetary, programmatic, and other significant decisions and shall prepare a
27 public participation plan as part of the anticipated transportation and land use
28 planning projects outlined in the annual work plan, described in paragraph
29 3.2.3.a below.
30
- 31 g. **Code of conduct:** The bylaws shall include a code of conduct for members of the
32 Board, its committees, and the sub-regional committees.
33
- 34 h. **Conflict of interest policy:** The bylaws shall include a policy regulating conflict of
35 interest on the part of *Board Members* and sub-regional committees and of
36 others in decision-making capacities associated with the Coalition.
37
- 38 i. **Conflict resolution:** The bylaws shall include a mechanism for resolving conflicts
39 that may occur among the *Members*, with the goal of assuring that this
40 Agreement continues to serve the mutual interests of the *Parties*. This shall
41 include a provision to allow a *Member* who is aggrieved by a decision and
42 believes that all relevant facts were not available to the Board to present those
43 additional facts and to request reconsideration accordingly. Actions taken under

1 Article VI of this Agreement to suspend voting rights or to terminate the
2 eligibility of a *Member* shall be excepted from this conflict resolution
3 mechanism.
4

- 5 j. **Other:** The bylaws shall define quorum requirements; shall include such other
6 provisions as are required of a non-profit corporation under the laws of the State
7 of Maine; and may also include such other matters as the Board deems
8 desirable, within the limits of law.
9

10 **3.2 Shared functions and duties**

11
12 The Coalition, through its Board, shall assume and carry out the responsibilities set forth below
13 and may exercise on behalf of the *Members* those powers set forth below which are necessary
14 or convenient to the accomplishment of the purposes of this Agreement and are permitted by
15 law to be exercised by the *Members*, individually or jointly:
16

17 **3.2.1 Education and outreach:**

- 18
19 a. To research, prepare and disseminate educational materials concerning the **Plan**;
20
21 b. To maintain a web site and other media for disseminating information
22 concerning the **Plan** and strategies to implement the **Plan**; and
23
24 c. To develop, maintain, and disseminate guidelines and model ordinances and
25 regulations for governing best practices described in the **Plan**.
26

27 **3.2.2 Update of Gateway 1 Corridor Action Plan:** To update the **Plan** periodically as an
28 overall guide to the *Members'* transportation and land use planning in the *Gateway*
29 *1 Corridor*. Adoption of such updates shall require an affirmative vote by at least
30 two-thirds of all *Board Members*, following a public process in the Corridor to be
31 established in advance by the Board. The updates may, among other things,
32 incorporate significant changes in demographic, transportation and economic trends
33 and 20-year projections; evaluate progress toward implementing actions prescribed
34 by the **Plan**, as it may be updated from time to time; and recommend modified or
35 new strategies and actions to carry out the **Plan's** objectives.
36

37 **3.2.3 Transportation planning:**

- 38
39 a. **Annual work plan for planning and technical assistance needs:** To prepare an
40 annual work plan and related public participation plan for the land use,
41 transportation, and other infrastructure planning and technical assistance needs
42 (i) that the Board or a *Municipal Member* intends to carry out or anticipates
43 carrying out during the next two to five years in order to implement the **Plan** and

1 (ii) for which the Board intends to seek financial assistance. The work plan shall
2 identify the products or outcomes that will result from such efforts and an
3 estimate of their costs. Before the Board includes an item in the work plan to
4 assist a *Municipal Member*, it shall first have received a written request from
5 that *Municipal Member* or have secured the approval of its municipal officers to
6 include that item in the work plan. If the Board intends to request funding from
7 the *Department* or another *Member* agency for planning or technical assistance,
8 the request shall be submitted to the agency for its consideration according to
9 the rules and timelines of the agency. The work plan shall be flexible enough to
10 allow for unanticipated needs or opportunities.

11
12 b. **Priorities for the *Department's Mid-Range Plan*:** To recommend to the
13 *Department* the priorities for transportation *Investments* within the *Eligible*
14 *Municipalities* for inclusion in the *Department's Mid-Range Plan*. The Board will
15 identify potential transportation *Investments* in response to the *Department's*
16 periodic solicitation of such *Investment* proposals from municipalities. The
17 *Department* shall forward to the Board the list of proposed *Investments* it
18 receives from any of the *Eligible Municipalities* in the corridor, whether or not
19 the municipality is a *Member* of the Coalition. The Board shall provide to the
20 *Department* its recommendations of *Investments* in a timely manner, based on
21 an objective ranking system to be adopted by the Board, and the *Department*
22 shall give serious consideration to any such recommendations. If the
23 *Department* does not accept a recommendation of the Coalition, the
24 *Department* shall provide the Board with a written explanation of its refusal to
25 accept that recommendation. .

26
27 In order to provide the Board with the opportunity to comment on proposed
28 *Investments* related to the purposes of the ***Plan*** proposed in municipalities other
29 than the *Eligible Municipalities*, the *Department* shall also, for informational
30 purposes, notify the Board of *Investments* proposed in other municipalities if it
31 can be reasonably expected that the proposed *Investments* would have a
32 significant effect, either beneficial or harmful, on Route 1 or Route 90. The
33 Board, in consultation with the *Department*, shall establish criteria for what
34 constitutes a "significant effect."

35
36 Nothing herein shall limit the Board from seeking financial assistance from any
37 public or private source for transportation *Investments* within the corporate
38 limits of *Municipal Members*; provided that, by doing so, the Board does not
39 commit itself or its *Members* to any obligations that are incompatible with the
40 ***Plan*** or commit itself or its *Members* to any *Contingent* or other financial
41 obligations without the legal approval of any *Member* who would be so
42 obligated, communicated to the Board in writing.

1 c. **Project selection - the *Department's Biennial Capital Work Plan*:** Until the end
2 of calendar year 2013, to recommend to the *Department* priorities for
3 transportation *Investments* within the *Eligible Municipalities* for inclusion in the
4 *Department's Biennial Capital Work Plan* in the same manner as described for
5 the *Department's Mid-Range Plan* in paragraph b above.
6

7 Beginning in calendar year 2014 for the State's fiscal year 2016-2017 biennium,
8 and each biennium thereafter, the Board is authorized to select new or
9 expanded *Investments* within the *Eligible Municipalities* for inclusion in a *Fiscally*
10 *Constrained Biennial Capital Work Plan*. For this purpose, and to the extent that
11 funds are available, the *Department* shall allot to the Coalition a sum of funds
12 anticipated to be available to pay for the federal and state shares of certain
13 categories of such new or expanded projects within the *Eligible Municipalities*,
14 whether or not the municipality is a *Member* of the Coalition. The amount of the
15 allotment shall be based on factors such as population, federally eligible lane
16 miles and vehicle miles traveled within the corporate limits of municipalities
17 covered by the *Plan*, with appropriate attention given to avoid duplication of
18 allotments as a result of dual membership of a municipality or portion thereof in
19 the Coalition and in a *Metropolitan Planning Organization*. The categories of
20 *Investments* selected for inclusion in the *Biennial Capital Work Plan* within the
21 funds allotted by the *Department* are limited to:
22

- 23 i Reconstruction and rehabilitation of *Collector Roads* and *Arterial*
24 *Highways* that are not classified as interstate or freeway;
- 25 ii Intersection improvements funded outside of the Hazard Elimination
26 Program;
- 27 iii New roadway capacity projects that are based on analyses of need,
28 feasibility, and public input;
- 29 iv Transit planning funds;
- 30 v Sidewalks and bicycle routes that are not funded by the *Department's*
31 competitive, discretionary programs and that are not otherwise part of
32 Collector or Arterial reconstruction or rehabilitation projects included in
33 subparagraph (i) above; and
- 34 vi Other categories of *Investments* that the *Department* considers
35 acceptable for prioritization and selection by the Board.

36 The *Parties* recognize that certain *Investments*, including pavement preservation
37 projects, bridge improvements, and improvements where safety is the primary
38 purpose, must remain within the prerogative of the *Department*. The *Members*
39 further recognize that certain types of *Investments* may not be funded by the

1 *Department* in a manner that allows an allotment to the Coalition for its
2 prioritization. However, among the “other categories of *Investments* that in the
3 future the *Department* considers acceptable for prioritization and selection by
4 the Board,” are elements of such *Investments*, such as elements of passenger
5 and freight transportation improvement projects, if they are or become funded
6 in a manner that allows allotments. Where the *Department* retains authority
7 over certain categories of *Investments*, it shall consult with the Board before
8 including projects in those categories in the *Biennial Capital Work Plan*.

9 To guide the selection of priority *Investments* for the *Biennial Capital Work Plan*,
10 the Board shall prepare and update as necessary a policy for the allocation of
11 resources to different categories of *Investments*, and shall prepare and adopt an
12 objective ranking system, consistent with Section 9.5 of the **Plan**, for the
13 selection of *Investments*. A selected *Investment* shall be accompanied by
14 evidence that the municipal officers in the municipality in which the *Investment*
15 will be located have voted to authorize the *Investment* and its scope.
16 Coordination between municipalities on joint projects is encouraged, and a joint
17 project or a project located in more than one municipality shall require the
18 municipal officers of each municipality to authorize the *Investment*.
19

20 In addition to *Investments* selected for inclusion in a *Biennial Capital Work Plan*,
21 the Board may consider transportation or transportation-related land use
22 *Investments* within the corporate limits of *Municipal Members* that are not
23 proposed to be part of a *Biennial Capital Work Plan*, and may seek financial
24 assistance for such *Investments* from any public or private source; provided,
25 however, that by doing so the Board shall have no authority to commit itself or
26 its *Members* to any terms or conditions that are incompatible with its basic
27 mission under this Agreement or commit itself or its *Members* to any *Contingent*
28 or other financial obligations without the written approval of any *Member* who
29 would be so obligated.
30

- 31 d. **Project selection – Discretionary Competitive Transportation Funds:** For
32 applications for discretionary, competitive transportation funds from within the
33 Corridor, the *Department* shall ask the Board to provide an assessment of the
34 consistency of each such application with the **Plan**. If an application has been
35 submitted by a *Municipal Member*, and if the Board finds the application
36 consistent with the **Plan** and reports this finding to the *Department*, the
37 application shall be considered eligible for bonus prioritization points that the
38 *Department* may offer as a community incentive under the Rule for the Sensible
39 Transportation Policy Act (17-229 CMR Chapter 103).
40
- 41 e. **Project Development stage:** To help avoid conflicts or misunderstandings during
42 the development stage of a project, if the scope or scale of a potential

1 transportation *Investment* is likely to have a significant effect on the goals of the
2 **Plan**, the Board shall keep the *Department*, including its Bureau of Project
3 Development, informed of public and community input it has received during the
4 planning of the project. The Bureau shall provide preliminary comments to the
5 Board on the feasibility of the design and the direction of the project suggested
6 by community input.
7

8 At the *Project Development* stage, upon the request of the *Department* or a
9 municipality or municipalities affected by an *Investment* that the Board has
10 included in a *Biennial Capital Work Plan*, the Board shall, within available
11 resources, enter into an agreement with the *Department* and the municipality or
12 municipalities to:

- 13
- 14 i. assist them in explaining to the public why the project was selected to
- 15 be included in the *Biennial Capital Work Plan*;
- 16 ii. assist them in soliciting public input in the planning, design and
- 17 location of the project; and
- 18 iii. advise them concerning the consistency of the project's planning,
- 19 design and location with the **Plan**.
- 20

21 **3.2.4 Land use planning:**

- 22
- 23 a. To provide to the *Parties* an annual report concerning the progress of *Eligible*
- 24 *Municipalities* and *Member* agencies toward implementing land use
- 25 recommendations in the **Plan**. *Municipal Members* agree to submit to the Board
- 26 information needed to prepare such annual reports, and *Member* agencies agree
- 27 to prepare annual reports as described in Article VI, Section 6.2.5. The municipal
- 28 reports will include, but not be limited to, (1) progress on updating
- 29 *Comprehensive Plans*, zoning ordinances, subdivision and site plan review
- 30 ordinances, scenic standards, and access management regulations, as
- 31 recommended in the **Plan**, (2) progress on implementation of the updated
- 32 ordinances and other actions taken to achieve the objectives of the **Plan**, and (3)
- 33 success and difficulties, if any, in following through with adopted actions and in
- 34 maintaining the progress made ;
- 35
- 36 b. To advise the *SPO* on amendments to *Eligible Municipalities' Comprehensive*
- 37 *Plans* prepared under the Growth Management Act, 30-A M.R.S., §§ 4301-4326,
- 38 as they affect transportation and land use in the region covered by the **Plan**. *SPO*
- 39 agrees to notify the Board of proposed amendments to *Eligible Municipalities'*
- 40 *Comprehensive Plans* (and, if submitted to *SPO*, to their land use ordinances); to
- 41 consider comments received from the Board with respect to consistency with
- 42 the **Plan**; and to provide the Board with copies of letters regarding completeness
- 43 and consistency with the Growth Management Act;

- 1
2 c. To advise municipal planning or other applicable administrative review boards
3 having jurisdiction to review subdivision or site plan applications concerning
4 standards that the *Municipal Member* has incorporated into its local land use
5 regulations relating to transportation, visual quality, and the location of
6 development in the Route 1 and Route 90 corridors, as recommended in the
7 **Plan**, if any such application involves a land use project:
8
9 i. With direct driveway access to Route 1 or Route 90 and, based on trip
10 generation rates in the latest edition of *Trip Generation*, published by
11 the Institute of Traffic Engineers and available from the *Department*,
12 will generate more than 5 trip ends during the peak hour; or
13
14 ii. That does not have direct driveway access to Route 1 or Route 90, but
15 is located on a road that intersects with Route 1 or Route 90, is within
16 0.5 mile of the intersection, and, based on trip generation rates in the
17 latest edition of *Trip Generation*, will generate more than 20 trip ends
18 during the peak hour; or
19
20 iii. That requires a traffic movement permit from the *Department* and
21 the scope of study required for the permit involves any segment or
22 intersection along Route 1 or Route 90 within the area covered by the
23 **Plan**.

24
25 The minimum number of trip ends set forth in sub-paragraphs i. and ii. may be
26 modified by an affirmative vote of at least two-thirds of all *Board Members*.
27

- 28 d. For land use projects listed in paragraph 3.2.4 c. above, *Municipal Members*
29 agree:
30
31 i. To notify the Board when an application subject to paragraph 3.2.4 c.
32 above is submitted to their respective planning boards or other
33 administrative review boards; and
34
35 ii. That their planning or other applicable administrative land use
36 reviewing authorities will ask the Coalition to review the applications
37 according to the applicable standards in the *Municipal Members'*
38 ordinances. If the Board chooses to submit review comments, it must
39 do so within a reasonable timeframe specified by the requesting
40 reviewing authority. The local reviewing authorities shall retain sole
41 authority to approve, approve with conditions, or reject the
42 applications in accordance with their local ordinances, but such
43 reviewing authorities shall include written comments received from

1 the Coalition in the records of the proceedings regarding the
2 applications.
3

4 For the purpose of paragraphs c. and d. above, the Coalition has standing as a
5 member of the public to comment on land use applications to administrative
6 review boards regarding compliance with a *Municipal Member's* ordinance
7 standards relating to transportation, visual quality, and location of development.
8 However, it shall not have standing to appeal any decision of the administrative
9 review board.
10

11 To assist *Municipal Members* in adopting standards related to transportation,
12 visual quality, and location of development in the Route 1 and Route 90
13 corridors, the Board may prepare, as part of its education and outreach services,
14 model language for consideration by the legislative bodies of the *Municipal*
15 *Members*.
16

- 17 e. To foster cooperation between neighboring *Eligible Municipalities*, including
18 providing a forum to discuss and advise on potential adverse impacts of land use
19 decisions on each other.
20
- 21 f. To advise the *Department* on land use projects that require a traffic movement
22 permit affecting Route 1 or Route 90 in the *Gateway 1 Corridor*. To this end, the
23 *Department* shall instruct the applicants for such permits to forward a copy of
24 their applications to the Board for review of their consistency with the **Plan**. If
25 the Board chooses to submit review comments to the *Department*, it must do so
26 within a reasonable timeframe specified by the *Department*. The *Department*
27 shall retain sole authority to approve, approve with conditions, or reject the
28 traffic movement permit in accordance with its rules but shall summarize written
29 comments received from the Board in its findings regarding the permit
30 application.
31
- 32 g. To research, develop, and work cooperatively with the *Members* on regional
33 strategies to implement the land use and transportation elements of the **Plan**.
34 No such strategy that requires an amendment to a local ordinance or a state law
35 shall be implemented without the approval of the *Member* with authority to
36 amend that ordinance or of the State Legislature.
37
- 38 h. To seek funding of its land use planning functions from any public or private
39 sources as may be available to the Board, provided that in doing so the Board
40 shall not commit itself or the *Members* to any obligations that are incompatible
41 with the **Plan** or commit itself or the *Members* to any *Contingent* or other
42 financial obligations without the legal approval of any *Member* who would be so
43 obligated, communicated to the Board in writing.

1
2 **3.2.5 Coordination with Non-Member Municipalities:**
3

4 Through *Members'* relationships with other regional agencies, including but not limited to
5 *Regional Councils* and *Economic Development Districts*, and through any other appropriate
6 means, to coordinate with non-Member municipalities, both within and outside the
7 Corridor, to help meet the objectives of the *Plan* and to avoid or minimize adverse impacts
8 by or on non-Member municipalities.
9

10 **3.3 General Authority**
11

12 In addition to the administrative powers and duties expressly provided for in this
13 Agreement, and except as limited herein, the Coalition shall have such other powers and
14 duties as are set forth in the Maine Nonprofit Corporations Act, 13-B M.R.S. §§101—1406.
15

16 **IV. FINANCES**
17

- 18 4.1 The Board may finance its operations through any means legally available to Maine
19 nonprofit corporations, whether in cash or in kind, or any combination thereof, provided
20 that it shall not allocate the costs of its operations or other activities to its *Members* or
21 commit any *Member* to any debt or other financial obligation without the prior express
22 written approval of the affected *Member* or *Members*, according to each *Member's*
23 municipal or agency decision-making process.
24
- 25 4.2 The Board shall adopt an annual budget by an affirmative vote of at least two-thirds all
26 *Board Members*.
27
- 28 4.3 Before August 31 of each even-numbered year, or by such other date appropriate to fit
29 within the State's budgetary process, the Coalition may submit to the *Department* a
30 request for planning funds that the Board may use to support preparation and execution of
31 its annual work plan and to support preparation of selected transportation improvement
32 *Investments*, as described in Article III, Section 3.2.3 of this Agreement. Within resources
33 available, the *Department* agrees to include all or a portion of the request in the *Biennial*
34 *Capital Work Plan* that is submitted to the Legislature. The Board shall not use or commit
35 such funds until the Coalition receives a notice to proceed from the *Department*.
36
- 37 4.4 Any contracts into which the Board enters that require use of state or federal agency funds
38 shall meet the contracting requirements of the agency.
39

40 **V. EFFECTIVE DATE AND DURATION**
41

42 This Agreement shall not be effective until after the legislative bodies of at least 12 of the
43 *Initially Eligible Municipalities* have enacted an ordinance, order, or resolution adopting it; the

1 *Department* and the *SPO* have approved and signed it; and it meets all other requirements of
2 the Maine Interlocal Cooperation Act, 30-A M.R.S. §§2201-2207.

3
4 The Agreement shall remain in force unless and until the Coalition is dissolved under Article VIII
5 below.

6
7 **VI. ADOPTION OF GATEWAY 1 CORRIDOR ACTION PLAN; MAINTENANCE OF ELIGIBILITY**

8
9 **6.1 Adoption of *Plan*:**

10
11 Adoption of the *Gateway 1 Corridor Action Plan* is voluntary but is required for membership in
12 the Coalition. Relevant portions of the ***Plan*** may be changed by a municipality for its purposes
13 prior to adoption to account for unique local circumstances. The *Implementation Steering*
14 *Committee* has proposed the minimum standards for what constitutes adoption of the ***Plan***,
15 including due consideration for unique local circumstances, and these are included as
16 Attachment 1 to this Agreement. Those minimum standards may be amended only by an
17 affirmative vote of at least two-thirds of all *Board Members*.

18
19 **6.1.1 Municipalities:** Prior to joining the Coalition, an *Eligible Municipality* must either
20 have adopted the ***Plan*** as part of its *Comprehensive Plan*, with due consideration for
21 unique local circumstances, following the procedures for adopting or amending a
22 *Comprehensive Plan* under the applicable law, or adopted a resolution in a form
23 substantially as shown in Attachment 2 to this Agreement, endorsing the ***Plan*** in
24 principle, subject to Section 6.2 below.

25
26 If the Board amends the ***Plan*** in a manner that would require any *Municipal Member* to
27 update its *Comprehensive Plan* to remain consistent with the ***Plan***, each such *Municipal*
28 *Member* agrees to provide its legislative body with the opportunity to do so within 24
29 months of written notification from the Board that the ***Plan*** has been amended. Failure
30 to update the *Comprehensive Plan* to remain consistent with the ***Plan*** may result in the
31 Board suspending that *Municipal Member's* voting rights or declaring that that
32 *Municipal Member* is not eligible for membership in the Coalition according to the
33 process described in sub-paragraphs 6.2.1 b and c below.

34
35 **6.1.2 Maine Department of Transportation:** To the extent permitted by law, the
36 *Department* agrees to:

- 37
38 a. Incorporate the goals and strategies of the ***Plan*** into its Long-Range Plan and
39 other relevant departmental plans;
40
41 b. Employ the strategies in the ***Plan***, including context-sensitive solutions as
42 described in the ***Plan*** wherever practicable in the planning, design and
43 construction of specific projects; and

- 1
2 c. Consider the **Plan** to be equivalent to a *Municipal Member's* community
3 transportation plan under the Sensible Transportation Policy Act, and thus to
4 qualify a *Municipal Member* that has substantially incorporated the **Plan** into its
5 adopted *Comprehensive Plan* to enter into further agreements with the
6 *Department* for the community incentives listed in Subchapter III of the
7 *Department's Rule for the Sensible Transportation Policy Act*, a copy of which is
8 available from the *Department*.
9

10 **6.1.3 Maine State Planning Office:** To the extent permitted by law and with written
11 approval from the *Department*, the *SPO* agrees that a *Municipal Member* that adopts
12 the **Plan** into its *Comprehensive Plan* pursuant to Section 6.1.1 meets the standards of
13 the Transportation Chapter of a *Comprehensive Plan*, which standards are included in
14 the *SPO's Comprehensive Plan Criteria Rule* and available from the *SPO*.
15

16 **6.2 Maintaining eligibility for membership**

17 **6.2.1 Municipal adoption of Plan:**

- 18
19
20 a. **Adoption within 24 months:** If an *Eligible Municipality* has become a
21 *Municipal Member* of the Coalition by virtue of adopting a resolution
22 endorsing the **Plan** in principle rather than by adopting the **Plan** itself as
23 provided for in paragraph 6.1.1 above, it shall remain a member in good
24 standing, with full rights as conferred under this Agreement, if it adopts the
25 **Plan** within 24 months of approving this Agreement. Within three months of
26 joining the Coalition the *Municipal Member* shall submit to the Board a
27 timeline for placing the **Plan** before its legislative body for adoption and,
28 within 12 months of joining the Coalition, submit a report to the Board on its
29 progress in adopting the **Plan**.
30
31 b. **Failure to act within 24 months:** If a *Municipal Member* fails to place the
32 **Plan** before its legislative body for adoption within 24 months after
33 approving this Agreement and, in the Board's judgment, is not making
34 significant progress toward doing so, upon an affirmative vote of at least
35 two-thirds of all members of the Board (but excluding the *Municipal*
36 *Member* in question), its voting rights shall be suspended until it has placed
37 the **Plan** before its legislative body for adoption or, in the judgment of the
38 Board demonstrates significant progress toward doing so. The Board shall
39 notify the *Municipal Member* in writing of the suspension of its voting rights.
40 The Board shall establish guidelines for what constitutes "significant
41 progress" under this paragraph.
42
43 c. **Vote not to adopt:**

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- i. First vote not to adopt: If a *Municipal Member* of the Coalition votes not to adopt the **Plan**; and, in the judgment of the Board, has not demonstrated that it is seeking to remedy the cause(s) for that rejection in a manner that remains consistent with the goals of the **Plan** for resubmission to the legislative body of the municipality within 12 months of the original vote not to adopt; then, upon an affirmative vote of at least two-thirds of all *Board Members* (but excluding the *Municipal Member* in question), its voting rights shall be suspended until it has adopted the **Plan** or, in the judgment of the Board, demonstrates significant progress toward doing so.
 - ii. Second vote not to adopt: If a *Municipal Member* votes a second time not to adopt the **Plan** it shall no longer be eligible for membership in the Coalition, and shall automatically forfeit its seat on the Board. The Board shall provide written notice of that action to the *Municipal Member*. If, at a later date, the former *Municipal Member* adopts the **Plan** and requests reinstatement as a *Member* of the Coalition, it shall be reinstated by the Board as a *Member* in good standing.

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25

A *Municipal Member's* loss of its seat on the Board under this or any other section of this Agreement shall not relieve that *Municipal Member* of its obligation to fulfill the terms of any outstanding grants from or contracts with the Coalition.

26 27

6.2.2 Municipal progress in implementing actions in the *Plan*:

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Within the context of the incentive-based **Plan**, *Municipal Members* agree to diligently pursue the implementation of actions set forth in Chapter 9 of the **Plan**, as incorporated into their adopted *Comprehensive Plans*. A primary purpose of this Agreement and of the Coalition is to enable *Municipal Members* to assist each other in implementing the **Plan**, and to provide for enhanced assistance by State agencies for implementation, including financial incentives (such as described in Chapter 8 of the **Plan** and in the Rule for the Sensible Transportation Policy Act) that recognize progress toward implementation of the **Plan**.

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If within 36 months of the effective date of this Agreement a *Municipal Member*, in the judgment of the Board, has not implemented or is not making significant progress toward implementing the “basic” actions in the **Plan**, as incorporated into its adopted *Comprehensive Plan*, the Board, upon an affirmative vote of at least two-thirds of all *Board Members* (but excluding the *Municipal Member* in question), may suspend the *Municipal Member's* voting rights until the Board determines that significant progress is being made; provided, the *Municipal Member* shall first be given written notice of the

1 suspension and a reasonable time to cure the deficiency. In making its decision, the
2 Board may consider mitigating circumstances, including, but not limited to, a lack of
3 external funding for technical assistance to the *Municipal Member*. The Board shall
4 establish guidelines for what constitutes “significant progress” under this paragraph.
5

6 If within 60 months of the effective date of this Agreement a *Municipal Member* has not
7 implemented the “basic” actions in the *Plan*, as incorporated into its adopted
8 *Comprehensive Plan*, the Board, upon an affirmative vote of at least two-thirds of all
9 *Board Members* (but excluding the *Municipal Member* in question), may vote to
10 terminate the *Municipal Member’s* membership and its seat on the Board; provided,
11 that the *Municipal Member* shall first be given written notice of the termination. If, at a
12 later date, the former *Municipal Member* implements the “basic” actions and requests
13 reinstatement as a *Member* of the Coalition, it shall be reinstated by the Board as a
14 *Member* in good standing.
15

16 Within 48 months of the effective date of this Agreement, the Board shall consider and
17 adopt standards for progress on the implementation by the *Members* of intermediate
18 and advanced actions set forth in the *Plan*.
19

20 If a new *Member* joins after the effective date of this Agreement, the timeline for
21 making progress toward and implementing the actions shall start from the date of its
22 joining.
23

24 **6.2.3 Maintaining a consistent *Comprehensive Plan*; following through on actions:**

- 25
- 26 a. Once a *Member* has adopted the *Plan* in the manner described in this Article
27 and implemented one or more recommended actions, it shall thereafter make
28 a good faith effort to maintain its *Comprehensive Plan* or, in the case of the
29 *Department*, its Long-Range Plan, in a manner that is consistent with the *Plan*
30 and to maintain the actions it implemented for as long as it is a *Party* to this
31 Agreement. Further, through education, outreach and other appropriate
32 means, the *Members* agree to assist each other in maintaining progress that
33 has been made, individually and collectively.
34
 - 35 b. If a *Municipal Member* repeals, amends, or ignores one or more necessary
36 elements of the *Plan*, as incorporated into a *Municipal Member’s*
37 *Comprehensive Plan* and implemented by ordinance or otherwise, so as to
38 seriously compromise the intent of those *Plan* elements, as indicated through
39 annual progress reports prepared under Section 3.2.4 a. of this Agreement,
40 the *Parties* acknowledge that such repeal or serious compromise shall be
41 sufficient cause for the Board, by an affirmative vote of at least two-thirds of
42 all *Board Members* (but excluding the *Municipal Member* in question) to
43 disqualify the *Municipal Member* from incentives that may be available

1 through the Sensible Transportation Policy Act or the Coalition. If the
2 *Municipal Member* demonstrates a pattern of repealing, amending, or
3 ignoring the necessary elements of the **Plan** after having adopted them and,
4 after an opportunity to remedy those actions fails to do so, the Board, upon
5 an affirmative vote of at least two-thirds of all *Board Members* (but excluding
6 the *Municipal Member* in question), may suspend the *Municipal Member's*
7 voting rights on the Board until those actions are remedied. After additional
8 opportunity to remedy the actions, the Board may, upon an affirmative vote
9 of at least two-thirds of all *Board Members* (but excluding the *Municipal*
10 *Member* in question), vacate the *Municipal Member's* membership until the
11 actions have been sufficiently remedied to warrant, by an affirmative vote of
12 at least two-thirds of all *Board Members* , reinstatement. The Board shall
13 establish standards for what constitutes “a pattern of repealing, amending, or
14 ignoring the necessary elements of the **Plan**.”
15

16 **6.2.4 Appeal:**

17
18 The Board’s decision to suspend voting rights or to terminate a *Municipal Member*
19 under sub-sections 6.2.1, 6.2.2, or 6.2.3 above is quasi-judicial in nature and shall be
20 governed by standards established in advance by the Board. A *Municipal Member* that
21 has had its voting rights suspended or its membership terminated may appeal the
22 Board’s decision to the Superior Court pursuant to Maine Rule of Civil Procedure 80B, as
23 the same may be amended from time to time. It is the intent of the *Parties* that the
24 decision of the Board shall be affirmed unless the court finds an error of law, abuse of
25 discretion, or findings not supported by substantial evidence in the record.
26

27 **6.2.5 State agency progress in implementing actions and incentives in the Plan:**

28
29 To the extent permitted by law, State agency *Members* agree diligently to pursue the
30 implementation of actions and incentives set forth in Chapter 8 of the **Plan**. Each state
31 agency *Member* agrees to submit a written report to the Board, by a date each year
32 after the effective date of this Agreement to be specified by the Board, describing the
33 actions and incentives it has implemented, the steps it is taking to implement other
34 actions and incentives, a likely schedule for implementation of actions and incentives,
35 identification of any obstacles to implementing any of the actions or incentives, and
36 strategies for overcoming those obstacles.
37

38 **VII. AMENDMENT OF AGREEMENT; ADDITION OF PARTIES**

39 **7.1 Amendments to this Agreement**

40
41
42 Amendments to this Agreement may be initiated by any *Member*. No amendment shall
43 become effective unless first recommended to the *Members* by an affirmative vote of at least

1 75% of all *Board Members*, and then approved by the municipal officers of at least 75% of the
2 *Municipal Members*, the Commissioner of the *Department*, and the Director of the *SPO*.

3
4 **7.2 Addition of *Parties***

5
6 **7.2.1 Addition of *Initially Eligible Municipalities*:**

7
8 Municipalities that were initially eligible to join the Coalition but did not join at the time
9 of the Coalition’s formation may join any time thereafter upon documentation
10 submitted in writing to the Board that it has (a) adopted the ***Plan*** or a resolution
11 endorsing the principles of the ***Plan*** with the intent to subsequently adopt the ***Plan*** as
12 set forth in paragraphs 6.1.1 and 6.2.1 of this Agreement, and (b) has a timetable for
13 making significant progress, as defined by the Board, toward implementing the basic
14 actions described in the ***Plan***. Upon the acceptance of such documentation by a
15 majority of the *Board Members*, the municipality shall be seated on the Board.

16
17 **7.2.2 Addition of *Parties* not initially eligible:**

18
19 Beginning no sooner than 24 months after the effective date of this Agreement, the
20 Board, upon an affirmative vote of at least two-thirds of all *Board Members*, may invite
21 or consider written petitions from municipal officers of municipalities that were not
22 initially eligible to become *Parties* to this Agreement to become *Parties*, subject to
23 approval of this Agreement by the governing body of any such invited Party, provided
24 the invited municipality has adopted the ***Plan*** as part of its *Comprehensive Plan* or a
25 resolution endorsing the principles of the ***Plan*** with the intent to subsequently adopt
26 the ***Plan*** as set forth in paragraphs 6.1.1 and 6.2.1 of this Agreement and subject to such
27 other conditions as the Board may specify.

28
29 The addition of *Parties* will not increase the amount of the allotment determined under
30 Section 3.2.3c. without the *Department’s* approval.

31
32 **VIII. WITHDRAWAL FROM AGREEMENT**

33
34 8.1 *Municipal Members* may withdraw from this Agreement upon providing written notice to
35 the Board one year prior to the effective date of the withdrawal. During that one-year
36 period the Board shall invite the *Municipal Member* to mediate any concerns that may
37 have led to its notice of withdrawal.

38
39 8.2 State and federal agency *Members* may withdraw from this Agreement at the end of the
40 next full biennium, based on the State’s fiscal year, following written notice to the Board.
41 During that period the Board shall invite the agency to mediate any concerns that may
42 have led to its notice of withdrawal.

1 8.3 Any *Member* who withdraws shall remain liable for its costs, if any, including its share of
2 any long-term costs incurred before the Board’s receipt of such *Member’s* notice of
3 withdrawal. Upon withdrawal, the *Member* shall remain obligated to fulfill the terms of
4 any outstanding grants from or contracts with the Coalition.
5

6 **IX. DISSOLUTION**
7

8 9.1 Provided that the Coalition has discharged all of its legal obligations, this Agreement shall
9 automatically be dissolved:
10

11 9.1.1 If the number of *Municipal Members* is reduced to fewer than ten (10) of the
12 *Initially Eligible Municipalities*; or
13

14 9.1.2 Upon a three-quarters vote of all of its *Members*.
15

16 9.2 Prior to such dissolution, the Coalition shall dispose of any assets in its ownership or
17 possession in such manner as the remaining directors shall direct in accordance with all
18 applicable law and any applicable provisions of the Articles of Incorporation or By-laws of
19 the companion Maine non-profit corporation to be created under this Agreement.
20

21 **X. NON-APPROPRIATIONS; NON-WAIVER OF SOVEREIGN IMMUNITY; SEVERANCE**
22

23 10.1 Anything herein to the contrary notwithstanding, the *Parties* understand and agree that
24 although the execution of this Agreement by the *Department* manifests its intent to honor
25 the terms of this Agreement and seek funding to fulfill any obligations arising hereunder,
26 by law any such obligations are subject to available budgetary appropriations by the
27 Legislature and, therefore, this Agreement does not create any obligation on behalf of the
28 *Department* in excess of such appropriations.
29

30 10.2 The provisions of 30-A M.R.S. § 2203(5) or any similar statutory provision notwithstanding,
31 the *Parties* understand and agree that nothing in this Agreement is intended, or shall be
32 construed, to constitute a waiver of any defense, immunity or limitation of liability that
33 may be available to the *Parties* or any of their officers, agents or employees, pursuant to
34 the Eleventh Amendment of the Constitution of the United States of America, the Maine
35 Constitution, the Maine Tort Claims Act (14 M.R.S. §101 *et seq.*), any State or Federal
36 statute, the common law or any other privileges or immunities as may be provided by law.
37

38 10.3 Nothing in this Agreement is intended, or shall be construed, to create any cause of action
39 not otherwise recognized by the Courts of this State.
40

41 10.4 In the event a court of competent jurisdiction invalidates any provision of this Agreement,
42 the remaining terms and conditions of the Agreement shall remain in full force and effect
43 and binding upon the *Parties*.

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Signature of Authorized Official

Title of Authorized Official

For

Date

1 ATTACHMENT 1
2 MINIMUM STANDARDS FOR MUNICIPAL ADOPTION
3 OF THE GATEWAY 1 CORRIDOR ACTION PLAN
4

5 Adoption of the *Gateway 1 Corridor Action Plan (Plan)* is voluntary but is required for
6 membership in the Coalition. The Plan Adoption Sub-committee is responsible for assisting
7 communities with the adoption of the *Plan*. The Sub-committee recognizes that unique local
8 circumstances may require modification or substitution of local actions identified in the *Plan*,
9 and will work with local officials in a manner that allows flexibility in meeting the goals of the
10 *Plan*.

11 **Plan Adoption**

12 The following methods for local adoption of the *Gateway 1 Corridor Action Plan* are equally
13 valid.

14 *Option 1* – Append the entire *Plan* to the local comprehensive plan with supersede
15 language such as “The actions and recommendations of the Gateway 1 Corridor Action
16 Plan shall take precedence and supersede any conflicting provision of the
17 comprehensive plan”.

18 *Option 2* – Append the essential elements of the *Plan*, identified as the Executive
19 Summary and Chapter 9, to the local comprehensive plan with supersede language such
20 as “The actions and recommendations of the Gateway 1 Corridor Action Plan shall take
21 precedence and supersede any conflicting provision of the comprehensive plan”.

22 *Option 3* – Append to the local comprehensive plan the Executive Summary and a
23 modified version of Chapter 9 that meets the threshold requirements for each target
24 category as described below.

25 *Option 4* - Append the Executive Summary to the local comprehensive plan and
26 integrate the actions from Chapter 9 into the local comprehensive plan or land use
27 ordinance as appropriate. If integrated actions are modified, the threshold requirements
28 for each target category must be met.

29 **Threshold Requirements for Modified Actions**

30 The *Plan* describes five measurable target categories: Mobility and Safety, Jobs-Housing
31 Balance, Alternative Modes, Rural Lands and Habitat, and Community Character (pp 89-92) and
32 identifies the basic local actions needed to achieve these targets (Chapter 9). Relevant portions
33 of the *Plan* may be changed by a municipality prior to adoption to account for unique local
34 circumstances. Where changes are proposed, the Plan Adoption Sub-committee will determine
35 if the adoption thresholds have been met using the relevant criteria from the *Plan* to assign a
36 score to proposed local actions. Scoring will be based on how well an action supports and
37 implements the goals and principles of the *Plan* as follows:

- 38 • 3 points – Basic local action as written in the *Plan* is enhanced to better meet goal or target;
39 or substitute proposed local action exceeds expectation to achieve goal or target

- 1 • 2 points – Basic local action is included as written in the **Plan**; or substitute proposed basic
- 2 local action meets expectation to achieve goal or target
- 3 • 1 point –Basic local action as written in the **Plan** is modified or qualified in a manner that
- 4 impedes its effectiveness and is below expectation to achieve goal or target; or substitute
- 5 local action less effective in achieving goal or target
- 6 • 0 points – Basic local action is not addressed

7 The threshold scores for each goal category are based on the number of basic local actions
 8 identified in the **Plan** as follows:

9 **Mobility and Safety** – 14 points (7 basic local actions x 2 points for meeting expectations)

10 **Create Job-Housing Balance** – 22 points (11 basic local actions x 2 points for meeting
 11 expectations)

12 **Alternative Modes** – 8 points (4 basic local actions x 2 points for meeting expectations)

13 **Rural Lands and Habitat** – 12 points (6 basic local actions x 2 points for meeting expectations)

14 **Community Character** – 14 points (7 basic actions x 2 points for meeting expectations)

15 Any intermediate or advanced local action as described in the **Plan** that is included with the
 16 basic actions is awarded 3 points in its goal category.

17 Criteria and background for each action as described in the **Plan** will be used to evaluate how
 18 well an action meets expectations. Communities may supplement the list of actions in each
 19 target category with other actions from local comprehensive plans or land use ordinances that
 20 achieve the same target.

21 In addition to the threshold score, there are six (6) basic local actions that all communities must
 22 adopt to ensure the goals and targets of the **Plan** are met. These are:

- 23 • L2.1 - As part of Comprehensive Plans, designate core growth areas as indicated on
 24 Gateway 1 Core Growth Area Maps as the primary “growth areas” for jobs and mixed-use
 25 (including housing) development to accommodate levels shown on the maps (pg.126).
 26 [See Note 1 below for clarification]
- 27 • L2.2 (d) - Encourage new and expanded business to locate in the core growth areas
 28 through reduction in number of linear commercial zones along state routes outside the
 29 core growth areas (pg.126).
- 30 • L2.4 - Open most core growth areas to mixed-use development, including multi-family
 31 housing at densities that can be supported by existing and planned sewerage capacity
 32 (pg.126).
- 33 • L4.1 - Support and nurture the development of core growth areas with the densities, short
 34 distances, and mix of uses that will support bus systems (pg.126).

- 1 • L3.1 - To avoid misunderstanding of the goals of rural land preservation of large blocks of
2 land that frequently cross town boundaries, and the chance that the actions of one town
3 will undermine the conservation goals of another and of the Gateway 1 Corridor Action
4 Plan, adopt a Mid-Coast-wide definition for “rural land”, to be incorporated into each local
5 Comprehensive Plan (pg.127). [See Note 2 below for recommended definition]
- 6 • L5.1 - In the Comprehensive Plan, designate visually distinctive and noteworthy segments
7 of Route 1 and Route 90, as identified in the **Plan**, that are outside of downtowns, villages,
8 and other core growth areas and not otherwise already developed as rural or limited
9 growth areas (pg.128).

10 **Note 1:** Maps in the **Plan** were purposely marked DRAFT and municipalities are free to
11 designate the areas where they think best, as long as they can accommodate projected growth
12 in housing and jobs, meet the general characteristics described on pp 85-87 of the **Plan**, and are
13 not excessive in acreage (the maps provide guidance on the appropriate acreages to
14 accommodate projected growth).

15 **Note 2:** "Rural land" means a geographic area that is identified and designated in a
16 community's comprehensive plan as an area that is deserving of some level of regulatory
17 protection from unrestricted development for purposes that may include, but are not limited
18 to, supporting agriculture, forestry, mining, open space, wildlife habitat, fisheries habitat, and
19 scenic lands.

20
21

ITEM 10

BACK UP MATERIALS

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Town Manager

DATE: January 11, 2011

RE: Town of Brunswick Web Page

The matter of updating the Town of Brunswick Web Page has been discussed by the Town Council on several occasions over the past two years. At the retreat on Saturday January 8th, staff was asked to bring this issue to the Council for action.

Staff is recommending that the Council appoint a Council sub-Committee to work with staff to develop a proposal to update the Town's web page. The recommendation anticipates that the sub-committee of 3 Councilors will work with staff to identify an appropriate scope of work to be established with a vendor that possesses the ability to complete the project. The proposal will also address the potential "**branding**" of the Town to be integrated into the Web Page. This will likely involve participation by other interested parties and stakeholders, such as the Curtis Library, MRRA, BDA, Bowdoin College and others.

The sub-committee will return to the Council with a draft of the proposal prior to initiating any updates, securing services of a vendor or the adoption of any branding.

ITEM 11

BACK UP MATERIALS

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Town Manager

DATE: January 11, 2011

RE: Closing of NASB

The actual closing of NASB is less than 5 months away. This will be a significant event in this Town's history, as the impact of NASB in this community is impossible to measure. NASB has contributed to almost every facet of life in the Town of Brunswick. Families sent their kids to school here, they participated in Town events and some have returned to this community after their Navy careers ended.

The base itself will be holding a public decommissioning ceremony later this year and it is appropriate that the event that they are having be the significant community celebration of the base. My suggestion is that we plan a brief presentation to the current Commanding Officer to reflect the appreciation that the Town of Brunswick has for NASB and for Captain Fitzgerald, as the last Commander.

My proposal is to request that Councilors Favreau and Tucker (the main base is in their Districts) and I develop a program to recognize NASB and bring it to the Council May 23rd.

ITEM 12

BACK UP MATERIALS

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Town Manager

DATE: January 11, 2011

RE: Proposed agreement with Brunswick Police Union

Councilor Gerry Favreau and I, along with the Police Command Staff of Chief Rizzo and Commanders Schofield and Hagan have negotiated a tentative collective bargaining agreement with the Brunswick Police Benevolent Association. The BPBA is the Union that represents the sworn officers of the Brunswick Police Department.

The key elements of the contract are the following:

1. The contract will be for a 3 year period, beginning July 1, 2010 and terminating on June 30, 2013.
2. In the current fiscal year, (July 1, 2010-June 30, 2011) there is not cost of living adjustment (COLA).
3. Effective next fiscal year, there will be a 2% cost of living adjustment. (The last COLA provided to the BPBA was July 2007)
4. The COLA for FY'2012-13 will be tied to the consumer price index. The COLA will be a CPI +1% within the limits of no more than 4% and no less than 2%.
5. Step increases (9 of the 34 employees are eligible) will be in place for each year of the agreement.
6. Employees will receive an additional two personal days.
7. There is a \$50.00 increase in the clothing allowance in 2011 and 2012.

Councilor Favreau and I will answer any questions the Council may have on this tentative agreement.

ITEM 13

BACK UP MATERIALS

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

**Resolution Authorizing the Town Treasurer to Waive Foreclosure on
Certain Real Estate Tax Lien Mortgages**

WHEREAS, On August 18, 2009 the Tax Collector for the Town of Brunswick, pursuant to 36 MRSA §942 and §943, filed tax lien mortgage certificates in the Cumberland County Registry of Deeds to secure payment of real estate taxes that were assessed on April 1, 2008 and unpaid as of August 18, 2009 and

WHEREAS, on February 18, 2011 those tax lien mortgages will foreclose if the outstanding real estate taxes, including interest and costs, are not paid in-full; and

WHEREAS, upon foreclosure the Town of Brunswick will acquire title to the properties secured by the tax lien mortgage certificates; and

WHEREAS, the Town Manager, in consultation with the Tax Assessor, Codes Enforcement Officer and Finance Director, has determined that there are certain properties in such condition that the Town's interest is better served in not acquiring them; and

WHEREAS, the Town Manager is recommending that the Town not acquire such properties,

NOW THEREFORE BE IT RESOLVED, that pursuant to 36 MRSA §944, the Town Treasurer be authorized to waive foreclosure on any properties that the Town Manager has determined are not in the Town's interest to acquire; and

BE IT FURTHER RESOLVED, that the Town Treasurer be authorized to file, in the Cumberland County Registry of Deeds, certificates waiving foreclosure on the identified properties.

Proposed to Town Council: January 17, 2011

Adopted by Town Council:

CONSENT AGENDA - A BACK UP MATERIALS

-Draft-
BRUNSWICK TOWN COUNCIL
MINUTES
December 20, 2010
6:15 P.M. – Executive Session
7:00 P.M. – Regular Meeting
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, E. Benet Pols, and Deborah R. Atwood

Councilors Absent: None

Town Staff Present: Gary Brown, Town Manager; Fran Smith, Town Clerk; Anna Breinich, Director of Planning and Development; Denise Clavette, Special Projects Assistant; Terry Goan, Police Officer; and TV video crew.

Executive Session: Consultation with Legal Counsel Per 1 M.R.S.A. §405(6)(E) and Labor Negotiations Per 1 M.R.S.A. §405(6)(D)

Councilor Favreau moved, Councilor Pols seconded, to go into executive session for a Consultation with Legal Counsel Per 1 M.R.S.A. §405(6)(E) and discussion of Labor Negotiations Per 1 M.R.S.A. §405(6)(D). The motion carried with eight (8) yeas. Councilor Tucker arrived after the vote.

Meeting Resumed at 7:00 p.m.

Chair King called for the Pledge of Allegiance.

Public Comment: None

Correspondence: None

Adjustments to the Agenda: None

MANAGER’S REPORT:

(a) Financial Update

Manager Brown gave this update.

(A copy of financial reports will be attached to the official minutes.)

(b) Council Committee Updates

A report was given on the Police Station Subcommittee.

(c) Update on Brunswick Landing

Denise Clavette, Special Projects Assistant, gave this update. She responded to a question from Councilor Knight. Manager Brown also responded to the question.

Councilor Atwood asked a question to which Manager Brown responded.

Councilor Favreau asked a question, to which Ms. Clavette responded.

Councilor Pols asked a question, to which Manager Brown responded.

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

NEW BUSINESS ITEMS:

- 144. The Town Council will consider setting a public hearing for January 18, 2011, on amendments that remove the no parking ban on sections of Merryman Lane, and will take any appropriate action.**

Councilor Perreault spoke on this item.

Councilor Pols asked a question, to which Manager Brown responded.

Bernie Coombs, Merryman Lane, spoke in support of this change.

Councilor Perreault moved, Councilor Favreau seconded, to set a public hearing for January 18, 2011, on amendments removing the no parking ban on sections of Merryman Lane. The motion carried with nine (9) yeas.

- 145. The Town Council will consider amending the charge of the Brunswick TV3 Educational Channel Committee to change the committee's make-up, and will take any appropriate action.**

Councilor Watson, Councilor Wilson, and Councilor Tucker spoke on this item.

Councilor Perreault moved, Councilor Watson seconded, to amend the charge of the Brunswick TV3 Educational Channel Committee to change the committee's make-up. The motion carried with nine (9) yeas.

(A copy of the new charge will be attached to the official minutes.)

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

Councilor Pols made the following nominations:

Richard McInnes – Assessment Review Board
Charles Updegraph – Personnel Board
Margaret Haskell – Recycling & Sustainability

The Council voted with nine (9) yeas.

Councilor Perreault thanked Councilor Pols.

Chair King thanked the Appointments Committee for all their work.

147. The Town Council will consider re-setting a public hearing for January 18, 2011, for Zoning Ordinance amendments to permit non-aviation, but allowed uses, in the airport zone at Brunswick Landing, and will take any appropriate action.

Manager Brown spoke on this item.

Councilor Favreau moved, Councilor Knight seconded, to reset the public hearing for January 18, 2011, for Zoning Ordinance amendments to permit non-aviation, but allowed uses, in the airport zone at Brunswick Landing. The motion carried with nine (9) yeas.

CONSENT AGENDA

(a) Approval of the Minutes of December 6, 2010:

Councilor Watson moved, Councilor Perreault seconded, to approve the Consent Agenda. The motion carried with nine (9) yeas.

Councilor Watson moved, Councilor Tucker seconded, to adjourn the meeting. The motion carried with nine (9) yeas.

The meeting adjourned at 7:40 p.m.

PLEASE NOTE: THESE MINUTES ARE ACTION MINUTES. THE ENTIRE MEETING CAN BE VIEWED AT WWW.BRUNSWICKME.ORG.

*Frances M. Smith
Town Clerk
December 23, 2010*

January 18, 2011
Date of Approval

Council Chair

CONSENT AGENDA - B BACK UP MATERIALS

-Draft-
Brunswick Town Council Minutes
Inauguration
January 3, 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, E. Benet Pols, and Deborah R. Atwood

School Board Members Present: Richard P. Ellis, Brenda D. Clough, Corrine A. Perreault, James S. Grant, Janet C. Connors, Michele M. Joyce, and Michelle A. Small

Town Staff Present: Gary Brown, Town Manager; Elin M. Gould, Deputy Town Clerk; Paul Perzanoski, Superintendent of Schools; Greg Bartlett, Assistant Superintendent of Schools; Tom Farrell, Director of Parks and Recreation; Anna Breinich, Director of Planning and Development; Ken Brilliant, Fire Chief; Richard Rizzo, Police Chief; John M. Goran, Cable TV Coordinator; Linda J. Stromski, Assistant Town Clerk; and TV video crew

Councilors-Elect Sworn to Office: Deputy Town Clerk Elin M. Gould led the oath for the following Town Councilors: W. David Watson, Benjamin J. Tucker, and Margo H. Knight

School Board Members-Elect Sworn to Office: Deputy Town Clerk Elin M. Gould led the oath for the following School Board members: Richard P. Ellis, Brenda D. Clough, and Janet C. Connors

Deputy Town Clerk Elin M. Gould opened the Organizational meeting and conducted roll call.

1. Elections and Appointments
a. Election of Council Chair.

Elin M. Gould, Deputy Town Clerk, asked for nominations for Council Chair.

Councilor Tucker nominated Councilor King.

Hearing no other nominations, Ms. Gould closed the nominations and called for a vote of the Council.

The Council voted nine (9) yeas to elect Councilor King as the 2011 Brunswick Town Council Chair.

Town Council Minutes

January 3, 2011

Page 2

b. Election of Council Vice Chair.

Chair King opened the floor for nominations for Vice Chair.

Councilor Wilson nominated Councilor Favreau.

Hearing no other nominations, Chair King closed the nominations and called for a vote of the Council.

The Council voted nine (9) yeas to elect Councilor Favreau as the 2011 Brunswick Town Council Vice Chair.

Chair King thanked her colleagues and spoke briefly of the ongoing challenges of budget shortfalls, municipal facilities, and the base closure.

c. The Town Council will appoint the Town Attorney.

Councilor Tucker moved, Councilor Watson seconded, to appoint the firm of Bernstein Shur as the Town Attorney for 2011. The motion carried with eight (8) yeas. Councilor Perreault abstained as he is doing work for a member of the firm.

d. The Town Council will appoint Council Representatives to the following:

Chair King made the following appointments:

i. Appointment Sub-committee (previously Wilson, Perreault, and Pols)

Councilor Wilson, Councilor Perreault, and Councilor Favreau will serve on this committee.

ii. Brunswick Development Corporation (previously King and Wilson)

Councilor Wilson and Chair King will serve on this committee.

iii. Brunswick Teen Center Board (previously Favreau)

Councilor Favreau will serve on this committee.

iv. Cable Television Committee (previously Watson)

Councilor Watson will serve on this committee.

v. Recycling & Sustainability Committee (previously Atwood)

Councilor Atwood will serve on this committee.

vi. Trust Fund Advisory Committee (previously Tucker)

Councilor Pols will serve on this committee.

vii. Mid-Coast Council of Governments – 5 Councilors needed (previously Favreau, Perreault, Knight, Tucker and Watson)

Councilor Favreau, Councilor Knight, Councilor Perreault, Councilor Pols, and Councilor Watson will serve on this committee.

viii. Union Negotiating Committee – 3 Councilors needed for Public Works, AFSCME and Communications (previously Favreau-Police, Wilson-Public Works, Perreault-AFSCME, and Pols-Fire)

Councilor Favreau (Police), Councilor Perreault (AFSCME), Councilor Pols (Fire), and Councilor Wilson (Public Works) will serve on this committee.

ix. Elementary School Building Committee (previously Tucker and Favreau)

Councilor Favreau and Councilor Pols will serve on this committee.

x. Citizens Initiative Clarity Board (previously Atwood and Knight)

Councilor Pols and Councilor Knight will serve on this committee.

xi. Marine Resource Committee (previously Wilson)

Councilor Wilson will serve on this committee.

xii. Police Station Subcommittee (previously Tucker, King, Watson, and Perreault)

Councilor King, Councilor Perreault, Councilor Tucker, and Councilor Watson will serve on this committee.

2. The Town Council will set the meeting dates for the second Council meeting in January, February, and April; and for the first Council meeting in July and September, as follows:

Monday, January 17th is Martin Luther King Day (Council to meet on Tuesday, January 18, 2011).

Monday, February 21st is President's Day and school vacation week (Council to meet on Monday, February 28th, 2011).

Town Council Minutes

January 3, 2011

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Monday, April 18th is Patriot's Day and school vacation week (Council to meet on Monday, April 11, 2011, with no April 4th meeting and Monday, April 25th for second meeting of the month).

Monday, July 4th is the legal holiday and popular vacation week. (Council to meet on Monday, July 11, 2011, for the first meeting and Monday, July 25, 2011, for the second meeting)

August 15th, 2011, the only meeting for August

Monday, September 5th is Labor Day (Council to meet on Tuesday, September 6, 2011).

Manager Brown presented the schedule above as the changes to the regular meeting schedule. He also said the tentative budget adoption meeting will be May 23rd and there will be a year end meeting on June 30th.

Manager Brown announced that the annual Council Retreat will be held Saturday, January 8, 2011, from 9 a.m. to 3 p.m. at the Bowdoin Outdoor Heritage Center.

Councilor Watson moved, Councilor Tucker seconded, to adjourn. The motion carried with nine (9) yeas.

The meeting adjourned at 7:18 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.

*Elin M. Gould
Deputy Town Clerk
January 4, 2011*

January 18, 2011
Date of Approval

Council Chair