

BRUNSWICK TOWN COUNCIL
AGENDA
June 1, 2009
7:00 P.M
Old Times Record Building
6 Industry Road

Pledge of Allegiance

Roll Call

Public Comment:

Correspondence:

Adjustments to the Agenda:

Manager's Report:

- (a) Council Committee Updates
- (b) Introduction of new Town Planner
- (c) Update on Mere Point Boat Launch
- (d) Discussion of summer meeting schedule
- (e) Workshop with MRRA and RAB on NASB
- (f) Update on Council Chambers at Maine Street Station
- (g) Letter of support for a Commissary and PX at NASB after the base closes. (Action Required)

PUBLIC HEARINGS:

84. The Town Council will consider approval of the following Alcoholic Beverage License, and will take any appropriate action. (Manager)

Full-Time Spirituous, Vinous & Malt

Hornor Holdings, LLC

D/B/A: Brunswick Inn (NEW)

165 Park Row

Eileen Hornor

HEARING/ACTION

85. The Town Council will hear public comments on a Community Development Block Grant on behalf of Maine Tool and Machine LLC to fund three phase power, and will take any appropriate action. (Manager)

HEARING/ACTION

86. The Town Council will hear public comments on amendments to Chapter 9 (Human Services) of the Municipal Code of Ordinances to increase emergency medical service fees, and will take any appropriate action. (Manager)

HEARING/ACTION

TABLED ITEMS:

82. The Town Council will discuss the possibility of Federal stimulus money to fund renovations of the Central Fire Station, and determine if any future action is necessary. (Manager)

DISCUSSION

NEW BUSINESS ITEMS:

87. The Town Council will consider adopting the 2009-2010 School Budget Articles, and will take any appropriate action. (Manager)

ACTION

88. The Town Council will consider a warrant for the School Budget Validation Referendum to be held on June 9, 2009, and will take any appropriate action. (Manager)

ACTION

89. The Town Council will consider adopting the 2009-2010 Budget Resolution for the Town, and will take any appropriate action. (Manager)

ACTION

90. The Town Council will consider adopting supplemental Budget Resolutions for the 2009-2010 Budget Year to fund certain projects contained in year one of the proposed 2010-14 Capital Improvement Program, and will take any appropriate action. (Manager)

ACTION

91. The Town Council will consider any other matters related to the adoption of the 2009-2010 Budget and will take any appropriate action. (Manager)

ACTION

92. The Town Council will consider approving a lease agreement with JHR Development that would result in the Town being the Master Tenant of space in Building #3 at the Maine Street Station, and will take any appropriate action. (Councilor Knight, Councilor Tucker, and Councilor Atwood)

ACTION

93. The Town Council will consider appointments to the Town's Boards and Committees, and will take any appropriate action. (Manager)

ACTION

CONSENT AGENDA

- (a) Approval of the Minutes of May 14, 2009
- (b) Approval of Minutes of May 18, 2009
- (c) Approval of Games of Chance Licenses and Bingo:

Sealed Tickets & Games of Chance

Brunswick Lodge of Elks #2043
D/B/A Brunswick Elk's Lodge

Colette Cullen, Chairperson

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

Brunswick Town Council
Agenda
June 1, 2009
Council Notes and Suggested Motions

Manager's Report:

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

Suggested Motion: No Motion Required.

- (b) Introduction of new Town Planner: We will introduce Kris Hultgren, the new Planner, at this time.

Suggested Motion: No Motion Required.

- (c) Update on Mere Point Boat Launch: Manager Brown will give this update. The boat launch is open for the season, which will be the first full season.

Suggested Motion: No Motion Required.

- (d) Discussion of summer meeting schedule: The summer schedule was provided to the Council prior to this meeting to see if the Council has a desire to modify this schedule. Copies of the memo from Manager Brown and a sample schedule are included in your packet.

Suggested Motion: No Motion Required.

- (e) Workshop with MRRA and RAB on NASB: Manager Brown will discuss with the Council if they would like to hold a joint workshop on June 8th with MRRA to clarify the role the Town plays in redevelopment of the base property. At an earlier Council meeting, Sue Johnson from RAB suggested having a workshop with the Council and this would be a chance to also include MRRA if it was held the same night.

Suggested Motion: No Motion Required.

- (f) Update on Council Chambers at Maine Street Station: Manager Brown will update the Council on the progress of the Council Chambers. The Town has been working with the Bowdoin College architect to design the area, which will include the Chamber, executive session room and Cable TV3 area. The budget for this project continues to be developed and is expected to be given to the Town by June 3, at which time it will be forwarded to the Council.

Suggested Motion: No Motion Required.

- (g) Letter of support for a Commissary and PX at NASB after the base closes: The Town has been asked to submit a letter of support for a Commissary and PX to be located at NASB. The Council is being asked to authorize the Manager to submit a letter similar to

that submitted by MRRA. A copy of a letter sent from MRRA to the Department of Defense is included in your packet.

Suggested Motion:

Motion to authorize the Town Manager to submit a letter of support from the Town of Brunswick for a Commissary and a PX to be located on NASB property after the base closes.

PUBLIC HEARINGS:

84. This item is to hold a public hearing and approve an alcoholic beverage application from Hornor Holdings, LLC D/B/A: Brunswick Inn at 165 Park Row. This is new ownership for this business. Copies of their application and public hearing notice are included in your packet.

Suggested Motion:

Motion to approve an alcoholic beverage application from Hornor Holdings, LLC D/B/A: Brunswick Inn at 165 Park Row.

85. This item is to hear public comments on a Community Development Block Grant on behalf of Maine Tool and Machine LLC to fund three phase power. Once the public hearing is over, the Council will need to determine if they want to allow the Town to apply for this grant. At your last meeting, the Council requested several questions be answered prior to the public hearing. Relative to the Zoning questions, the answers are as follows: prior to September 8, 1986 this area was in the Farm and Forest Zone, at that time it became MUII, and in 1993 it became MU5. Mr. Moore purchased his property in 1999. Brian Dancause, Economic Development Specialist, has prepared a memo that answers questions about the CDBG grant process. Copies of his memo, a memo from the Manager, the CDBG narrative, the public hearing notice, and letter from DECD are included in your packet.

Suggested Motion:

Motion to allow the Town to apply for a Community Development Block Grant on behalf of Maine Tool and Machine LLC to fund three phase power.

86. This item is to hold a public hearing on amendments to Chapter 9 (Human Services) of the Municipal Code of Ordinances to increase emergency medical service fees. After the public hearing the Council can adopt the changes and they will be effective July 1. Copies of the public hearing notice and proposed amendments are included in your packet.

Suggested Motion:

Motion to adopt amendments to Chapter 9 (Human Services) of the Municipal Code of Ordinances to increase emergency medical service fees.

TABLED ITEMS:

82. This item was tabled at your last meeting as we awaited additional information on project costs. Those numbers for renovation of the Central Fire Station are now included for

your discussion. Copies of a memo from Manager Brown, the Federal Emergency Management Agency funding options, and renovation costs are included in your packet.

Suggested Motion:

No motion required.

NEW BUSINESS ITEMS:

87. This item is to consider adopting the 2009-2010 School Budget Articles. Each Article will need to be voted on separately. A copy of the Articles is included in your packet.

Suggested Motions:

Article 1. Vocational Region Ten Budget

Motion to approve the Maine Vocational Region Ten budget as approved by the Cooperative Board of Maine Vocational Region Ten in the amount of \$1,914,459 with Brunswick's assessment as part of the total appropriation to the Brunswick School Department being \$775,215 for operating expenditures and \$0 for debt service expenditures.

Article 2. Vocational Region Ten Adult Education Budget

Motion to approve the Maine Vocational Region Ten budget for adult education as approved by the Cooperative Board of Maine Vocational Region Ten in the amount of \$132,869 with Brunswick's assessment as part of the total appropriation to the Brunswick School Department being \$11,751.

Article 3. Local Contribution Required under EPS to Receive Full State Dollars; and State Subsidy

Motion to appropriate the sum of \$27,316,740 toward the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act; and as part of the \$27,316,740 to raise and appropriate the sum of \$13,331,455 as the Town's contribution toward the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688; and as part of the \$27,316,740 to accept state subsidy anticipated in the amount of \$13,985,285.

Article 4. Non-State-Funded Debt Service

Motion to raise and appropriate the sum of \$233,039 for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital projects in addition to the funds appropriated as the local share of the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12.

Article 5. Additional Local Funds

Motion to raise and appropriate the sum of \$1,847,850 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$1,071,799.

Article 6. Other Funds

Motion to accept funds from other sources as estimated below and to appropriate the amount of \$1,713,710:

Federal School Subsidy	\$ 550,000
Tuition and other charges	935,000
Miscellaneous	<u>228,710</u>
	\$1,713,710

Article 7. Unexpended Balances

Motion to appropriate \$1,500,000 from the existing, or estimated, unexpended balances of the Brunswick School Department.

Article 8. State Fiscal Stabilization Fund (Federal ARRA, American Recovery and Reinvestment Act).

Motion to accept and appropriate federal stabilization funds during the school year for school purposes provided that such grants do not require the expenditure of other funds not otherwise appropriated. It is anticipated that the Brunswick School Department will receive \$753,426 in federal stabilization funds which are included in the expenditures authorized by this article.

Article 9. Kindergarten to Grade 12 Total Budget

Motion to authorize the Brunswick School Department to expend \$33,364,765 for the fiscal year beginning July 1, 2009 and ending June 30, 2010 from the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes Title 20-A Section 15690, unexpended balances, tuition receipts, state subsidy, and other receipts for the support of schools.

Article 10. Adult Education

Motion to appropriate \$106,319 for adult education and to raise \$76,319 as the local share; and to accept state subsidy anticipated in the amount of \$30,000; with authorization to expend the herein appropriated \$106,319 and any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

Article 11. Cost Center Allocation

Motion pursuant to 20-A M.R.S.A., to authorize allocation of the school budget, \$33,471,084 to the various cost centers as recommended by the Brunswick School Committee as follows:

<u>Cost Center Summary</u> <u>Budget Category</u>	<u>Amount Recommended by</u> <u>School Board</u>	<u>Amount Approved by</u> <u>Town Council</u>
State Fiscal Stabilization	\$ 753,426	\$ 753,426
Regular Instruction	\$ 14,730,854	\$ 14,730,854
Special Education	\$ 3,873,334	\$ 3,873,334
Career and Technical Education	\$ 0	\$ 0
Other Instruction	\$ 715,736	\$ 715,736
Student and staff support	\$ 3,129,939	\$ 3,129,939
System Administration	\$ 836,616	\$ 836,616

School Administration	\$ 1,487,315	\$ 1,487,315
Transportation and Buses	\$ 1,705,285	\$ 1,705,285
Facilities Maintenance	\$ 4,041,696	\$ 4,041,696
Debt Service and Other Commitments	\$ 1,086,125	\$ 1,086,125
All Other Expenditures	\$ 1,110,758	\$ 1,110,758
Summary of Total Authorized Expenditures	\$ 33,471,084	\$ 33,471,084

Article 12. Grants, Donations, and other revenues

Motion to authorize the Brunswick School Department to make application for grants and other revenues as opportunities may become available and to authorize the Brunswick School Department to accept and expend any grant awards, donations, or other revenues that may be received.

88. This item is to approve the warrant for the June 9, 2009 School Budget Validation Referendum election. Copies of the Warrant and Notice of Amounts Adopted at the Town Council meeting for Voters at School Budget Referendum are included in your packet.

Suggested Motion:

Motion to approve the Election Warrant for the School Budget Validation Referendum to be held on June 9, 2009.

89. This item is to consider adopting the 2009-2010 Budget Resolution for the Town. A copy of the Resolution is included in your packet.

Suggested Motion:

Motion to adopt the Budget Resolution for July 1, 2009 – June 30, 2010 Fiscal Year.

90. This item is to consider adopting supplemental Budget Resolutions for the 2009-2010 Budget Year to fund certain projects contained in year one of the proposed 2010-14 Capital Improvement Program. Copies of the Resolutions are included in your packet.

Suggested Motion:

Motion to adopt a Supplemental Budget Resolution Appropriating \$218,000 from the Unreserved Undesignated Balance of the General Fund to Fund Capital Acquisitions and Projects.

91. This item is to consider any other matters related to the adoption of the 2009-2010 Budget. At this point there are none, but the item acts as a place holder if needed for Monday's meeting.

Suggested Motion:

None at this time.

92. The Councilors who were appointed to negotiate a lease agreement with JHR will present a recommendation that the Council approve a lease agreement with JHR Development for space in Building #3 at Maine Street Station. This space would incorporate a full-time train station within the Visitor's Center. The Brunswick Development Corporation has approved funding this cost on behalf of the Town. The negotiating team also

recommends that if this agreement is approved by the Council that the next step will be to negotiate with a 3rd party to act as property manager on behalf of the Town of Brunswick. A copy of the lease, which is being reviewed by Pat Scully, is included in your packet.

Suggested Motion:

Motion to approve the concept of the lease as follows:

- The term shall be for five years, with an option by the Town to renew for an additional term to be negotiated, if so desired
- The cost shall be a lump sum of \$220,000, inclusive of lease and CAM (common area of maintenance) fees
- Occupancy will be no sooner than October 1, 2009
- JHR will be responsible for the fit-out costs of the public restrooms, ceiling and floor finishes

93. This item is to appoint citizens to vacancies on Town Boards and Committees. Applications from those interviewed are included in your packet.

Suggested Motion:

There are nominations made, no second is required.

CONSENT AGENDA

- (a) Approval of the Minutes of May 14, 2009: These are the draft minutes. A copy is included in your packet.
- (b) Approval of Minutes of May 18, 2009: These are the draft minutes. A copy is included in your packet.
- (c) Approval of Games of Chance Licenses for Brunswick Lodge of Elks #2043: This is the semi-annual approval of their games of chance. A copy of their letter of request is included in your packet

Suggested Motion: Motion to approve the Consent Agenda.

Suggested Motion: Motion to adjourn the meeting.

MANAGER'S REPORT
ITEMS A- C
NO BACK-UP MATERIAL

MANAGER'S REPORT
ITEM D
BACK-UP MATERIAL

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Acting Town Manager

DATE: May 26, 2009

RE: Summer Schedule

Attached are calendars for the months of July-September for your review. In order to make plans, it will be helpful for the Council to decide what the schedule will be for July and August.

The 4th of July will be celebrated on Friday the 3rd and there has been some suggestion that the Council may want to re-schedule the meeting of July 6 as some may have plans for an extended weekend.

Also, the Council typically has only one meeting in August. I anticipate that we will be involved in relocating our Cable 3 operations from the current location to the Maine Street Station meeting room in late August.

 Scheduled Council Meeting Dates

 Possible Council Meeting Dates

July 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6 <i>Council Meeting</i>	7	8	9	10	11
12	13 <i>Possible Council Meeting</i>	14	15	16	17	18
19	20 <i>Council Meeting</i>	21	22	23	24	25
26	27 <i>Possible Council Meeting</i>	28	29	30	31	

 Scheduled Council Meeting Dates

 Possible Council Meeting Dates

August 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 <i>Council Meeting</i>	4	5	6	7	8
9	10 <i>Possible Council Meeting</i>	11	12	13	14	15
16	17 <i>Council Meeting (often no second meeting in Aug.)</i>	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

 Scheduled Council Meeting Dates

 Possible Council Meeting Dates

September 2009

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 <i>Holiday</i>	8 <i>Council Meeting</i>	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MANAGER'S REPORT

E and F

NO BACK UP MATERIALS

MANAGER'S REPORT -G

BACK UP MATERIALS



May 1, 2009

Ms. Gail H. McGinn
Deputy Under Secretary of Defense (Plans)
Performing the Duties of the Under Secretary of Defense
Personnel and Readiness
4000 Defense Pentagon
Washington, D.C. 02301

Re: Commissary/PX at Naval Air Station Brunswick

Dear Ms. McGinn:

I am writing on behalf of the Board of Trustees of the Midcoast Regional Redevelopment Authority to express our continued support for a commissary and exchange program at Naval Air Station Brunswick (NASB). As you are aware NASB is scheduled to close in 2011. NASB Commanding Officer William Fitzgerald has informed us that the PX and Commissary will close on March 19, 2011.

The Brunswick Local Redevelopment Authority which prepared the Reuse Master Plan supported the concept of a commissary/PX facility at NASB. As part of the reuse master planning process, the BRLA retained Market Decisions, an independent polling firm to conduct a statistically valid community survey on the draft plan in 2007. There was support among Brunswick residents for retaining the commissary and developing services for veterans. Eighty percent of the respondents would support keeping the commissary open. Eighty three percent of Brunswick residents would support the development of a cluster of veteran's services on the base in addition to the commissary.

We are in full support of the February 3, 2009 letter from the Maine Congressional delegation regarding the continuation of the commissary and PX here in Brunswick.

Thank you for your consideration

Sincerely,

Steven H. Levesque
Executive Director

- cc. Honorable B. J. Penn, Acting Secretary of the Navy
Admiral Gary Roughhead, USN
Philip E. Sakowitz, Jr., Director and CEO Defense Commissary Agency
Mr. David Drozd, BRAC PMO Office
Captain Dean Krestos, Supervisor of Shipbuilding, Bath
Senator Olympia Snowe
Senator Susan Collins
Representative Chellie Pingree
Representative Michael Michaud
Adj. Gen. John Libby
MRRA Board of Trustees
Jeffrey K. Jordan, Deputy Director

ITEM 84

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 Old Times Record Building, 6 Industry Road Brunswick, at 7:00 P.M. on 6/1/2009 on the following Alcoholic Beverage license applications:

Full-Time Spirituous, Vinous & Malt

Honor Holdings, LLC
D/B/A: Brunswick Inn (NEW)
165 Park Row

Eileen Honor

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

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

Fran Smith
Town Clerk

**Department of Public Safety
Liquor Licensing & Inspection
Division**



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

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

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input checked="" type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input checked="" type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input checked="" type="checkbox"/> CLASS A LOUNGE (Class X) | <input checked="" type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input checked="" type="checkbox"/> CLUB (Class V) | <input checked="" type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input checked="" type="checkbox"/> TAVERN (Class IV) | <input checked="" type="checkbox"/> OTHER: <u>Bed & Breakfast</u> |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Eileen Hornor</u> DOB: <u>2/23/68</u>			2. Business Name (D/B/A) <u>Hornor Holdings, LLC</u>		
DOB:			<u>dba 165 Park Row Inc</u>		
DOB:			Location (Street Address) <u>165 Park Row</u>		
Address <u>165 Park Row</u>			City/Town <u>Brunswick</u>	State <u>ME</u>	Zip Code <u>04011</u>
			Mailing Address <u>same</u>		
City/Town <u>Brunswick</u>	State <u>ME</u>	Zip Code <u>04011</u>	City/Town	State	Zip Code
Telephone Number	Fax Number		Business Telephone Number <u>207-729-4914</u>		Fax Number
Federal I.D. #			Seller Certificate #		

3. If premises is a hotel, indicate number of rooms available for transient guests: 14
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____
5. Is applicant a corporation, limited liability company or limited partnership? YES NO
- If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: _____
8. If business is NEW or under new ownership, indicate starting date: 5/16/09
Requested inspection date: _____ Business hours: 4pm - 11pm
9. Business records are located at: 165 Park Row Brunswick
10. Is/are applicants(s) citizens of the United States? YES NO
11. Is/are applicant(s) residents of the State of Maine? YES NO

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

- Exact Corporate Name: Hornor Holdings, LLC
Business D/B/A Name: 165 Park Row, Inc
- Date of Incorporation: April 2009
- State in which you are incorporated: Maine
- If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Eileen Hornor	Pittsfield, ME	2/23/68	100%	owner

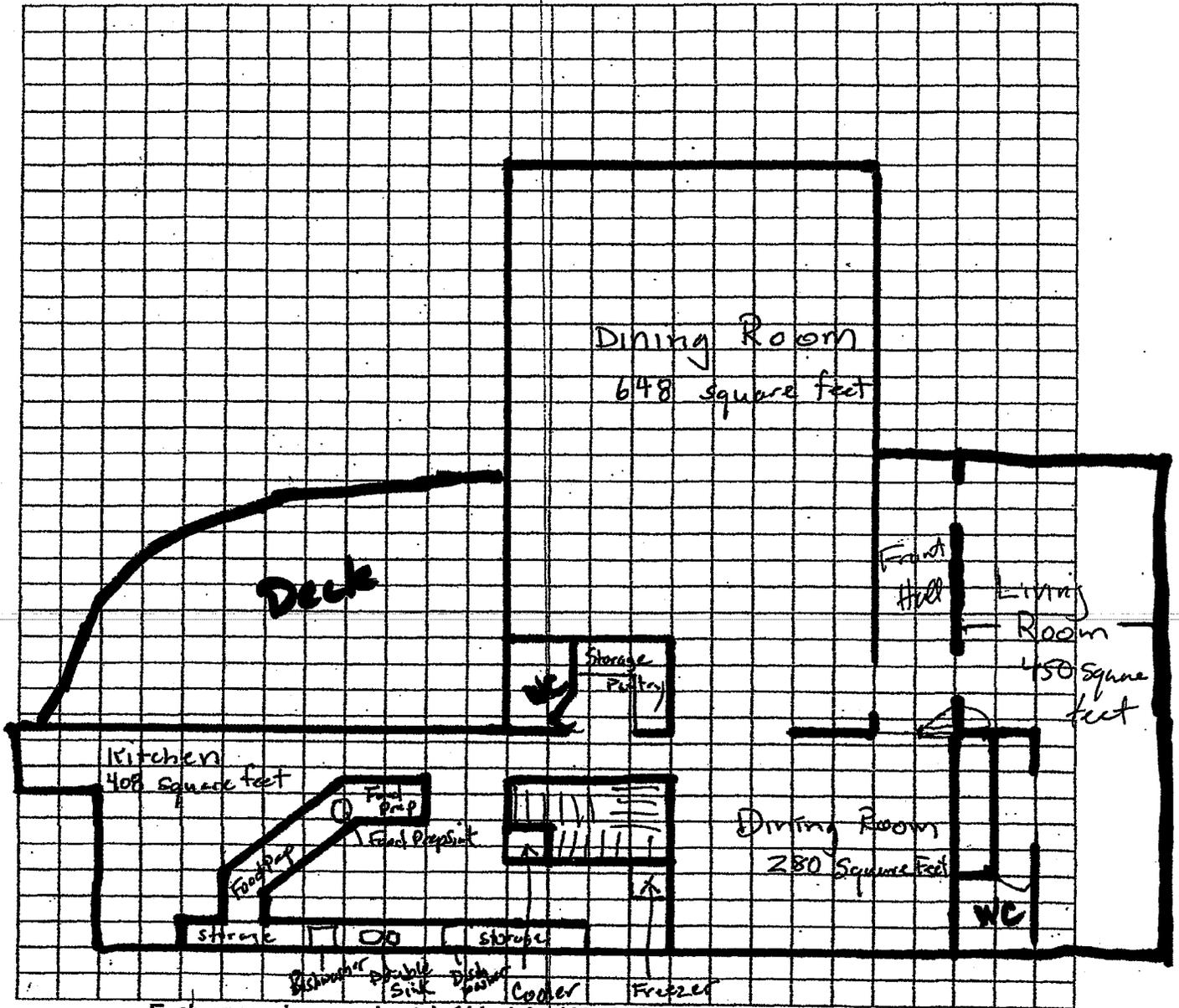
- What is the amount of authorized stock? _____ Outstanding Stock? _____
- Is any principal officer of the corporation a law enforcement official? Yes No
- Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes No
- If YES, please complete the following: Name: _____
Date of Conviction: _____ Offense: _____
Location: _____ Disposition: _____
Dated at: _____ City/Town _____ On: _____ Date _____

Signature of Duly Authorized Officer

Date

Print Name of Duly Authorized Officer

Use this grid to draw a floor plan including square footage, or provide an engineered floor plan.



Each square is approximately 1/4 inch by 1/4 inch. Please include square Footage.

Floor plan should include the following items:

Sinks:	Toilet Facilities:	Refrigeration:	Facilities:
1. Hand Washing	1. Water Closets	1. Walk-in Coolers	1. Food Preparation Areas
2. Ware Washing	2. Lavatories	2. Walk-in Freezers	2. Food Storage Areas
3. Utility	3. Urinals	3. Freestanding Coolers	3. Trash/Refuse/Redemption Areas
4. Food Prep	4. Other	4. Freestanding Freezers	4. Dining Areas
5. Dipper Wells		5. Other	5. Break Rooms/Office
6. Other			6. Equipment/Counters/Seats/Tables
			7. Dry Storage/All Other Storage

ITEM #85

BACK-UP MATERIAL

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Town Council

FROM: Gary Brown, Acting Town Manager

DATE: May 28, 2009

RE: CDBG Grant for 3 Phase Power

Brian Dancause is submitting the work for agenda backup that has been done so far on the grant application to extend 3-phase power out Old Portland Road. This memo is intended to provide the Council with some supplemental information about the overall grant process.

The CDBG grant process includes several phases. We are in the phase where we have been invited to submit this application. If the grant review team determines that the project should move forward, we will then be invited into what is called the project development phase. It would be at this point that the Council will be asked to accept the grant.

There are certain requirements that need to be met and these will be fleshed out during the project development phase. There is a requirement that these funds result in the hiring of individuals that are currently at a certain income level. In the event that the business being assisted is unable to achieve this threshold, it is possible that the grant funds would have to be refunded to the State. It will be the recommendation of the staff that if the project is invited to the project development phase, that we have an instrument that provides the Town with security in the event that the job requirement is not met. An example could be a letter of credit on behalf of the business or a third party guaranteeing the grant amount in the event the requirements are not met by the business receiving the assistance. We will work with Pat Scully to develop such an agreement prior to final action by the Council.



Department of Economic & Community Development

28 Federal Street
Brunswick, Maine 04011
Phone (207) 721-0292
Fax (207) 725-6663
www.brunswickme.org

To: Town Council
From: Brian K. Dancause
Date: May 27, 2009
Subject: CDBG Application on behalf of Maine Tool & Machine

The following are answers to questions raised by Councilors regarding the Community Development Block Grant application that the Town is considering submitting on behalf of Maine Tool & Machine LLC.

What is the specific CDBG program we are applying for?

- Economic Development Program, Activity Group Number 1: Grants to Municipalities for Gap Financing.

What are the requirements for this grant program?

- Project Benefit: 51% of jobs created or retained as a result of the funded activity must be taken/held by persons of low and moderate income as defined by the U.S. Department of Housing and Urban Development.
- All jobs created must meet or exceed the Per Capita Income earnings established for the Maine county where the funded project will take place. (For Cumberland County, the income threshold is \$40,423.)
- Cash Match: CDBG EDP funds must be matched 1:1 with cash from other sources.
- Exclusions: Communities receiving a CDBG EDP award may not receive any other EDP award for the same project or business during the same program year or for the same project or business from a prior program year that has not met final closeout status.
- CDBG applications require local legislative body approval, as well as a public hearing.
- If the Maine Department of Economic and Community Development approves a grant award, applicants are invited into the project development phase under which an environmental review and other federal and state requirements are addressed.

How much staff time will be required to prepare and submit the CDBG application?

- To date, 16 hours have been expended preparing this CDBG application. (This includes preparing and submitting the required Letter of Intent to Apply, meetings and communication with Maine Tool & Machine, reviewing both the 2009 CDBG Program Statement and Economic Development Program Grant Application Package, preparation for the June 1 public hearing, research and grant writing.)

If the Town applies on behalf of this business, can we still apply to CDBG for other projects/businesses?

- Applicants may not apply under a different CDBG program for the same business/project in the same program year. No prohibition against applying to the same/different CDBG program for another business/project in the same program year. (Refer to bullet #4 (Exclusions) under "Grant requirements" above for specific language from the 2009 CDBG Program Statement.)

When is the next funding round for this and other CDBG Economic Development Programs?

- Round 3 (final round for 2009) grant applications for the Economic Development Program are due on August 14 with Letters of Intent to Apply due on June 12.

Community Development Block Grant

Economic Development Program

1. Problem Statement.

Maine Tool & Machine LLC needs to expand its operations in order to meet growing demand for its products. The company is a precision manufacturer of products for the military aviation, medical and high-end residential markets. While the company's markets are growing, its growth is constrained at its present location. The company has a backlog of work orders into November 2009. Additionally, the company has two pieces of equipment in storage, as it lacks 3 phase power, as well as adequate production space at its present location. Finally, the company has explored other locations but has been unable to find agreeable lease terms for existing space and has found land costs for Brunswick's infill development options to be cost-prohibitive.

Maine Tool & Machine's expansion plans coincide with the negative impact of the closure of Brunswick Naval Air Station. While the BNAS will not close until May 2011, four of five Navy squadrons, as well as their families, will be leaving the Brunswick area between June and December 2009.

Community Development Block Grant funds are needed as gap financing to facilitate this business' expansion. The seller of the property will not pay for the extension of 3 phase power to the site, and this additional cost is not in Maine Tool & Machine's budget. Maine Tool & Machine plans to secure \$600,000 in project financing for real estate acquisition, building construction, on-site electrical costs and business relocation. Additionally, Maine Tool & Machine plans to invest \$18,000 in operating cash into this project. (Refer to sources of funds table below.)

2. Proposed Solution.

This project will address the company's short-term growth plans through the following: extension of 3 phase power to a cost-effective site (228 Old Portland Road), acquisition of real estate, construction of a 6,000 square foot building and relocation of the business. The Town and business are seeking \$50,000 in CDBG funds to extend three phase power to this site. Upon completion of the line extension, CMP would own and operate the public infrastructure. CDBG funds would leverage an estimated \$618,000 in private investment for real estate, site work, on-site electrical work, construction and moving expenses. This project will result in the retention of three jobs, as well as the creation of four new jobs. (Refer to job creation table below.)

3. Citizen Participation.

Citizens were involved in the development of this application through their participation in a June 1, 2009 public hearing. (Published public hearing notice, hearing minutes and attendance list to be attached.)

Additionally, Maine Tool & Machine's expansion plans and their need for 3 phase power was discussed at the May 6, 2009 Brunswick Economic Development Corporation Board of Directors meeting. The BEDC is a non-profit, public benefit corporation (501(c)(3)) whose mission is to foster, encourage, assist and promote economic development within the Town of Brunswick. The BEDC's 11 private directors are a diverse group of community leaders representing an array of business, civic, educational and cultural interests.

Total Estimated Project Cost:	\$668,000	CDBG Request:	\$50,000
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Funding Source	Amount	Date Secured
Androscoggin Bank	\$450,000	May/June 2009
MCBDP	\$150,000	May/June 2009
Maine Tool & Machine LLC	\$ 18,000	May/June 2009
TOTAL:	\$618,000	

Number of Jobs to be Created: 4	Number of Jobs to be Retained: 3
--	---

Occupation/Job Title	# of Jobs	Work Location	Hire Date	Hourly Salary	Hourly Salary with eligible fringe benefits
CNC Programmer/ Set-up	1	Brunswick	Nov 2009	\$21.63	\$27.04
Office Manager	1	Brunswick	Nov 2009	\$19.23	\$24.04
CNC Machinist	2	Brunswick	Nov 2009	\$21.63	\$27.04
Total	4				

Public Hearing Notice

Town of Brunswick
Department of Economic and Community Development

The Town of Brunswick will hold a Public Hearing on June 1, 2009 at 7:00 PM in the Town Council Chambers at the Old Times Record Building, 6 Industry Road, to discuss an application being submitted to the State of Maine Community Development Block Grant program for an Economic Development Program Grant. The purpose of the request is to support the expansion and relocation of Maine Tool & Machine LLC, by extending 3 phase power to 228 Old Portland Road. Public comments will be solicited at this Hearing and will be submitted as part of the application. All persons wishing to make comments or ask questions about the proposal are invited to attend this Public Hearing. Comments may be submitted in writing to: Brian Dancause at 28 Federal Street, Brunswick, ME 04011 at any time prior to the Public Hearing. TDD/TTY users may call 771. If you are physically unable to access any of the City's/Town's programs or services, please call Brian Dancause at 721-0292 so that accommodations can be made.





STATE OF MAINE
DEPARTMENT OF
ECONOMIC AND COMMUNITY DEVELOPMENT
59 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0059



JOHN ELIAS BALDACCI

JOHN RICHARDSON

GOVERNOR

COMMISSIONER

April 8, 2009

Gary Brown, Acting Town Manager
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

Dear Mr. Brown:

The Office of Community Development (OCD) has reviewed the Letter-of-Intent to apply you submitted on behalf of Maine Tool and Machine, LLC for the 2009 Community Development Block Grant (CDBG) Economic Development program. Our review showed that the Town of Brunswick has met the requirements established by Title I of the Housing and Community Development Act of 1973, as amended and the State of Maine CDBG program. Therefore, the Town of Brunswick is eligible to submit an Economic Development program application on behalf of Maine Tool & Machine, LLC.

Please note that the application must include municipal legislative body approval as well as all matching funds **must** be fully committed and secure before the application deadline date and additionally, the applicant must demonstrate that the financial resources are available to complete the entire project as presented in the application. Please remember that eligibility to submit a final application does not imply final project approval or funding and that the application is due at the OCD by 4:00pm on Friday June 5, 2009 and **must meet all** the requirements of the 2009 CDBG program.

You may contact Andrea Smith at 624-9813 with any further questions regarding the 2009 CDBG application process.

Sincerely,

Michael D. Baran, Director
Office of Community Development

cc: Andrea Smith, Office of Community Development
Clifton Wilson, Maine Tool & Machine, LLC



PRINTED ON RECYCLED PAPER

ITEM #86

BACK-UP MATERIAL

**TOWN OF BRUNSWICK
NOTICE OF PUBLIC HEARING**

In accordance with 30-A M.R.S.A. and Section 211 of the Charter of the Town of Brunswick, Maine, notice is hereby given that the Municipal Officers for the Town of Brunswick will hold a Public Hearing in the Meeting Room at the old Times Record Building, 6 Industry Road, Brunswick, Maine, at 7:00 p.m. on Monday, June 1, 2009 to consider the following:

An Amendment to Chapter 9, Article III of the Municipal Code of Ordinances,
Town of Brunswick, Maine
To Increase Fees for Emergency Medical Services

All interested person are invited to attend the public hearing and will be given the opportunity to be heard.

The text of the proposed ordinance amendment is too extensive to be included with this notice. Anyone having questions about the proposed ordinance amendment or wishing to obtain copies of it should contact the Brunswick Town Clerk's or Town Manager's Office during regular office hours Monday through Friday from 8:30 a.m. to 4:30 p.m.

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

Frances M. Smith
Town Clerk of Brunswick, Maine

Town of Brunswick, Maine

**An Amendment to Chapter 9, Article III of the Municipal Code of Ordinances,
Town of Brunswick, Maine
To Increase Fees for Emergency Medical Services**

Chapter 9, Article III , Sec. 9-41. Fees., is amended as follows:

Sec. 9-41. Fees

The following fees shall be charged for emergency medical services provided by the town:

Non-Transport (billable)	\$150 <u>\$160</u>	per response
ALS Assist	\$250 <u>\$265</u>	per response
Basic Life Support (BLS)	\$350 <u>\$380</u>	per response
Advance Life Support (ALS)	\$500 <u>\$530</u>	per response
Advance Life Support 2 (ALS2)	\$650 <u>\$690</u>	per response
Loaded Mile	\$10 <u>\$11</u>	per mile

With the exception of ALS Assists, all invoices for services rendered by the town's emergency medical services unit shall be billed to the patient or the patient's insurer. ALS assists shall be billed to the emergency medical services provider requesting the assistance.

Item # 82

BACK-UP MATERIALS

TOWN OF BRUNSWICK
TOWN MANAGERS OFFICE
MEMORANDUM

TO: Brunswick Council

FROM: Gary Brown, Acting Town Manager

DATE: May 13, 2009

RE: Possible Stimulus Funds for Central Fire Station

As you are aware, we have been advised that the Town of Brunswick may be eligible for funding through the American Recovery and Reinvestment Act (the so-called Stimulus Act) to renovate and expand Central Fire Station. I am enclosing language from the Act that addresses this matter.

The CIP has had a placeholder for this project for the past several years. The current CIP under consideration by the Council recommends an initial appropriation for design services in FY'12 and construction in FY'13. The total estimated cost in the CIP is \$6,150,000.

Upon being informed that we could be eligible for this funding, we made contact with the architect and builder that had been used for the construction of the Cooks Corner station. This was for budgeting purposes, we have not made a commitment to anyone for this project if it moves forward. Copies of the estimates for design and construction are enclosed with this memo.

I have previously told the Council that we do not yet know what our match requirement may be. I have been told that it may be as much as 20% or it may be nothing at all.

I anticipate that this would be the first of several discussions on this matter if the Council supports our continued efforts to pursue this project.

FEDERAL EMERGENCY MANAGEMENT AGENCY

STATE AND LOCAL PROGRAMS

For an additional amount for grants, \$300,000,000, to be allocated as follows:

(1) \$150,000,000 for Public Transportation Security Assistance and Railroad Security Assistance under sections 1406 and 1513 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53; 6 U.S.C. 1135 and 1163).

(2) \$150,000,000 for Port Security Grants in accordance with 46 U.S.C. 70107, notwithstanding 46 U.S.C. 70107(c).

FIREFIGHTER ASSISTANCE GRANTS

For an additional amount for competitive grants, \$210,000,000 for modifying, upgrading, or constructing non-Federal fire stations: *Provided*, That up to 5 percent shall be for program administration: *Provided further*, That no grant shall exceed \$15,000,000.

DISASTER ASSISTANCE DIRECT LOAN PROGRAM ACCOUNT

Notwithstanding section 417(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the amount of any such loan issued pursuant to this section for major disasters occurring in calendar year 2008 may exceed \$5,000,000, and may be equal to not more than 50 percent of the annual operating budget of the local government in any case in which that local government has suffered a loss of 25 percent or more in tax revenues: *Provided*, That the cost of modifying such loans shall be as defined in section 502 of the Congressional Budget Act of 1974 (2 U.S.C. 661a).

EMERGENCY FOOD AND SHELTER

For an additional amount to carry out the emergency food and shelter program pursuant to title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 et seq.), \$100,000,000: *Provided*, That total administrative costs shall not exceed 3.5 percent of the total amount made available under this heading.

GENERAL PROVISIONS—THIS TITLE

SEC. 601. Notwithstanding any other provision of law, the President shall establish an arbitration panel under the Federal Emergency Management Agency public assistance program to expedite the recovery efforts from Hurricanes Katrina and Rita within the Gulf Coast Region. The arbitration panel shall have sufficient authority regarding the award or denial of disputed public assistance applications for covered hurricane damage under section 403, 406, or 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170b, 5172, or 5173) for a project the total amount of which is more than \$500,000.

SEC. 602. The Administrator of the Federal Emergency Management Agency may not prohibit or restrict the use of funds designated under the hazard mitigation grant program for damage caused by Hurricanes Katrina and Rita if the homeowner who is an applicant for assistance under such program commenced work

Central Station Project Cost Estimate

Activity	Quantity	Unit	Unit Price	Estimated Cost	
Land					
Appraisals	3	ea.	2,750	\$ 8,250	
Acquisition	L.S.			350,000	
Legal	L.S.			5,000	
Closing costs	L.S.			<u>5,000</u>	
subtotal					\$ 368,250
Land Improvements					
Parking area and pavement	L.S.			<u>50,000</u>	
subtotal					50,000
Professional Costs					
Prepare design/build RFP	L.S.			10,000	
Design honorarium	3	ea.	4,000	12,000	
Geotechnical	L.S.			6,000	
Stormwater	L.S.			15,000	
Traffic analysis	L.S.			5,000	
Boundary survey	L.S.			5,000	
Topographic survey	L.S.			5,000	
Mechanical design	L.S.			5,000	
Concept design	L.S.			40,000	
Final design and construction documents	L.S.			280,000	
Advertising	L.S.			5,000	
Legal					
RFQ	L.S.			1,000	
Contract documents	L.S.			3,000	
Construction management				20,000	
Construction inspection	180		175	31,500	
Reimbursable expenses	L.S.			<u>5,000</u>	
subtotal					448,500
Permits and fees					
Site review application				-	
Permits					
Building				4,780	
Plumbing				120	
Electrical				1,256	
Sewer entrance				1,000	
Impact fees				<u>-</u>	
subtotal					7,156
Construction Costs					
Hazardous Materials Abatement	L.S.			50,000	
Demolition/Disposal	L.S.			133,000	
Stormwater	L.S.			60,000	
Construction	L.S.			4,300,000	
Estimating contingency	10%			<u>454,300</u>	
subtotal					4,997,300

Central Station Project Cost Estimate

Activity	Quantity	Unit	Unit Price	Estimated Cost	
Financing Costs					
Costs of issuance					
Bond counsel		L.S.		15,000	
Financial advisor		L.S.		12,000	
Underwriter		L.S.		30,000	
Advertising and printing		L.S.		5,000	
Rating agency reviews		L.S.		15,000	
Construction period interest		L.S.		<u>100,000</u>	
subtotal					177,000
Furnishings and Equipment		L.S.		<u>200,000</u>	
subtotal					<u>200,000</u>
Project Contingency		5%			6,248,206 312,410
TOTAL PROJECT COSTS					<u>\$ 6,560,616</u>

ITEM #87

BACK-UP MATERIAL



**TOWN OF BRUNSWICK
SCHOOL BUDGET MEETING**

THE BRUNSWICK TOWN COUNCIL will hold the School Budget Meeting at their regular meeting on Monday, June 1, 2009, 7:00 p.m. at the Old Times Record Building, 6 Industry Road. The Town Council will be considering and adopting the School Budget, which will be voted on by residents at the School Budget Validation Referendum on Tuesday, June 9, 2009.

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

Fran Smith, Town Clerk
Brunswick, Maine

Times Record: May 22, 2009

**Town of Brunswick
School Budget Articles
For the fiscal year July 1, 2009 – June 30, 2010**

MVR-10 ARTICLES

ARTICLE 1. Vocational Region Ten Budget. To approve the Maine Vocational Region Ten budget as approved by the Cooperative Board of Maine Vocational Region Ten in the amount of \$1,914,459 with Brunswick's assessment as part of the total appropriation to the Brunswick School Department being \$775,215 for operating expenditures and \$0 for debt service expenditures.

Explanation: This article approves the MVR-10 budget and states Brunswick's assessment. This article does not raise or appropriate funds. Funds are raised and appropriated within the K-12 articles (Articles 3 through 8).

ARTICLE 2. Vocational Region Ten Adult Education Budget. To approve the Maine Vocational Region Ten budget for adult education as approved by the Cooperative Board of Maine Vocational Region Ten in the amount of \$132,869 with Brunswick's assessment as part of the total appropriation to the Brunswick School Department being \$11,751.

Explanation: This article approves the Maine Vocational Region Ten budget for adult education and states Brunswick's assessment. This article does not raise or appropriate funds. Funds are raised and appropriated in the Adult Education Article (Article 10).

K-12 ARTICLES

ARTICLE 3. Local Contribution Required under EPS to Receive Full State Dollars; and State Subsidy. As part of the total appropriation to the Brunswick School Department: To appropriate the sum of \$27,316,740 toward the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act; and as part of the \$27,316,740 to raise and appropriate the sum of \$13,331,455 as the Town's contribution toward the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688; and as part of the \$27,316,740 to accept state subsidy anticipated in the amount of \$13,985,285.

Explanation: The school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

ARTICLE 4. Non-State-Funded Debt Service. As part of the total appropriation to the Brunswick School Department: To raise and appropriate the sum of \$233,039 for the annual payments on debt service previously approved by the legislative body for non-state-funded school construction projects, non-state-funded portions of school construction projects and minor capital

projects in addition to the funds appropriated as the local share of the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12.

Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the municipality/district long-term debt for major capital school construction projects and minor capital renovation projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or other legislative body.

ARTICLE 5. Additional Local Funds. As part of the total appropriation to the Brunswick School Department: To raise and appropriate the sum of \$1,847,850 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$1,071,799.

The School Board recommends \$1,847,850 in additional local funds which exceeds the State's Essential Programs and Services allocation model by \$1,071,799 for the following reasons: The State's EPS allocation in Transportation, Facilities Maintenance, Special Education, Extra-Curricular and Co-Curricular programs are inadequate to fully fund the 2009-10 program approved by the school board in the proposed budget.

ARTICLE 6. Other Funds. As part of the total appropriation to the Brunswick School Department: To accept funds from other sources as estimated below and to appropriate the amount of \$1,713,710:

Federal School Subsidy	\$ 550,000
Tuition and other charges	935,000
Miscellaneous	<u>228,710</u>
	\$1,713,710

ARTICLE 7. Unexpended Balances. As part of the total appropriation to the Brunswick School Department: To appropriate \$1,500,000 from the existing, or estimated, unexpended balances of the Brunswick School Department.

ARTICLE 8. State Fiscal Stabilization Fund (Federal ARRA, American Recovery and Reinvestment Act). In addition amounts raised and appropriated in other articles, to accept and appropriate federal stabilization funds during the school year for school purposes provided that such grants do not require the expenditure of other funds not otherwise appropriated. It is anticipated that the Brunswick School Department will receive \$753,426 in federal stabilization funds which are included in the expenditures authorized by this article.

ARTICLE 9. Kindergarten to Grade 12 total Budget. To authorize the Brunswick School Department to expend \$33,364,765 for the fiscal year beginning July 1, 2009 and ending June 30, 2010 from the school administrative unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes title 20-A section 15690, unexpended balances, tuition receipts, state subsidy, and other receipts for the support of schools.

Explanation: This article authorizes expenditure but does not raise or appropriate funds. Funds are raised and appropriated in the preceding K-12 Articles (Articles 3 through 8). The amount authorized in this article, \$33,364,765 must be added to the \$106,319 authorized in the Adult

Education article (Article 10) that follows to compute the total amount \$33,471,084 the school department is authorized to expend for the July 1, 2009 - June 30, 2010 fiscal year.

ADULT EDUCATION

ARTICLE 10. Adult Education. As part of the total appropriation to the Brunswick School Department: To appropriate \$106,319 for adult education and to raise \$76,319 as the local share; and to accept state subsidy anticipated in the amount of \$30,000; with authorization to expend the herein appropriated \$106,319 and any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

The amount raised and appropriated in this article, \$106,319 must be added to the \$33,364,765 authorized in the Kindergarten to Grade 12 Total Budget Article (Article 9) above to compute the total amount \$33,471,084 the school department is authorized to expend for the July 1, 2009-June 30, 2010 fiscal year.

ARTICLE 11. Cost Center Allocation. Pursuant to 20-A M.R.S.A., to authorize allocation of the school budget, \$33,471,084 to the various cost centers as recommended by the Brunswick School Committee as follows:

<u>Cost Center Summary Budget Category</u>	<u>Amount Recommended by School Board</u>	<u>Amount Approved by Town Council</u>
State Fiscal Stabilization	\$ 753,426	\$ 753,426
Regular Instruction	\$ 14,730,854	\$ 14,730,854
Special Education	\$ 3,873,334	\$ 3,873,334
Career and Technical Education	\$ 0	\$ 0
Other Instruction	\$ 715,736	\$ 715,736
Student and staff support	\$ 3,129,939	\$ 3,129,939
System Administration	\$ 836,616	\$ 836,616
School Administration	\$ 1,487,315	\$ 1,487,315
Transportation and Buses	\$ 1,705,285	\$ 1,705,285
Facilities Maintenance	\$ 4,041,696	\$ 4,041,696
Debt Service and Other Commitments	\$ 1,086,125	\$ 1,086,125
All Other Expenditures	\$ 1,110,758	\$ 1,110,758
Summary of Total Authorized Expenditures	\$ 33,471,084	\$ 33,471,084

GRANTS, DONATIONS, AND OTHER REVENUES ARTICLE

ARTICLE 12. Grants, Donations, and other revenues. To authorize the Brunswick School Department to make application for grants and other revenues as opportunities may become available and to authorize the Brunswick School Department to accept and expend any grant awards, donations, or other revenues that may be received.

Proposed to Town Council: June 1, 2009

Adopted by Town Council:

ITEM #88

BACK-UP MATERIAL

**WARRANT
SCHOOL BUDGET VALIDATION REFERENDUM
(20-A M.R.S.A. §§ 1486 AND 2307)**

TOWN OF BRUNSWICK, MAINE

Cumberland County, ss

State of Maine

TO: Elin M. Gould, Resident of the Town of Brunswick, Maine: You are hereby required in the name of the State of Maine to notify the voters of the Town of Brunswick, Maine of the referendum election described in this warrant.

TO THE VOTERS OF THE TOWN OF BRUNSWICK, MAINE:

You are hereby notified that a school budget validation referendum election will be held at:

All Districts Brunswick Junior High School - 65 Columbia Ave

in the Town of Brunswick, Maine on **Tuesday, June 9, 2009**, for the purpose of determining the following question:

Question: Do you favor approving the Town of Brunswick school budget for the upcoming school year that was adopted at the Town Council meeting held on June 1, 2009?

The voting on the Question shall be by secret ballot referendum, and the polls shall be opened at 8:00 A.M. and closed at 8:00 P.M.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments. A person who is not registered as a voter may not vote in any election.

Pursuant to Title 21-A, M.R.S.A. section 759(7), absentee ballots will be processed at 8:00 a.m., 6:00 p.m., and 8:00 p.m.

Given under our hands this day, June 1, 2009 at Brunswick, Maine.

M. Hallie Daughtry

Benjamin J. Tucker

Margo H. Knight

E. Benet Pols

Karen J. Klatt

Deborah R. Atwood

W. David Watson

Gerald E. Favreau

Joanne T. King

A majority of the municipal officers of the Town of Brunswick, Maine.

A true copy of the Warrant, attest:

Frances M. Smith

Clerk of
Brunswick, Maine

RETURN

Cumberland County, ss

State of Maine

TO: The municipal officers of the Town of Brunswick, Maine

I certify that I have notified the voters of the Town of Brunswick, Maine of the time and place of the referendum election by posting an attested copy of the within warrant as follows:

<u>DATE</u>	<u>TIME</u>	<u>LOCATION OF POSTING</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

being public and conspicuous places in said town and being at least seven days next prior to the date of the referendum election.

Dated at the Town of Brunswick, Maine June ____, 2009

Elin M. Gould, Resident
Town of Brunswick, Maine

**NOTICE OF AMOUNTS ADOPTED AT TOWN COUNCIL MEETING
FOR VOTERS AT SCHOOL BUDGET
VALIDATION REFERENDUM**

TO: Clerk of the Town of Brunswick, State of Maine

Pursuant to 20-A M.R.S.A. §§ 1486(2) and 2307 the Notice is to be displayed at all polling places for the school budget validation referendum to be held on June 9, 2009, to assist the voters in voting on whether to ratify the budget approved at the June 1, 2009 Town Council meeting.

Cost Center Summary Budget Category	Amount Recommended by School Committee	Amount Approved at the Town Council meeting on June 1, 2009
State Fiscal Stabilization	\$ 753,426	\$ 753,426
Regular instruction	14,730,854	14,730,854
Special Education	3,873,334	3,873,334
Career and Technical Education	-	-
Other instruction	715,736	715,736
Student and staff support	3,129,939	3,129,939
System administration	836,616	836,616
School Administration	1,487,315	1,487,315
Transportation and Buses	1,705,285	1,705,285
Facilities Maintenance	4,041,696	4,041,696
Debt Service and Other Commitments	1,086,125	1,086,125
All Other Expenditures	1,110,758	1,110,758
Summary of Total Authorized Expenditures	\$ 33,471,084	\$ 33,471,084

The amount approved for the school budget at the Town Council meeting includes locally raised funds over and above the Town's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act.

Eileen B. Murphy

Corinne A. Perreault

Ellen E. McPherson

Byron D. Watson

James S. Grant

Michelle A. Small

Marybeth P. Latti

Janet C. Connors

John B. Jones, Jr.

A majority of the School Committee.

Completed and countersigned by:

Superintendent of Schools

06/01/2009

A true copy of the Notice, attest:

Frances M. Smith

Clerk of
Brunswick, Maine

ITEM 89

BACK UP MATERIALS

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

RESOLVED:

That the following amounts be appropriated to the several departments or purposes herein, and that the revenue estimates be adopted in the following amounts, all for the Fiscal Year July 1, 2009 to June 30, 2010.

EXPENDITURES

General Government

Administration	\$ 497,316
Finance Department	664,679
Technology Services	197,600
Municipal Officers	109,015
Municipal Building	171,450
Risk Management	445,500
Cable Television	99,318
Assessing	289,918
Codes Enforcement	213,741
Town Clerk & Elections	341,372
Planning	310,101
Economic Development	194,280
Subtotal	\$ 3,534,290

Public Safety

Fire Department	\$ 2,610,381
Police Department	4,061,417
Streetlights	208,500
Traffic Signals	18,600
Hydrant Rentals	364,680
Emergency Management	4,000
Subtotal	\$ 7,267,578

Public Works

Administration	\$ 457,466
General Maintenance	714,297
Winter Maintenance	819,476
Refuse Collection & Disposal	556,588
Recycling	231,620
Central Garage	552,166
Subtotal	\$ 3,331,613

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

Human Services

General Assistance	\$ 144,273
Health & Social Services	2,611
Subtotal	\$ 146,884

Education

School Department	\$ 33,471,084
Subtotal	\$ 33,471,084

Recreation & Culture

Recreation Administration	\$ 434,601
Buildings & Grounds Maintenance	676,422
Coffin Pond	62,213
Teen Center	5,000
People Plus Center	70,000
Curtis Memorial Library	1,082,842
Subtotal	\$ 2,331,078

County Tax

Subtotal	\$ 1,149,612
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Unclassified

Promotion & Development	\$ 122,161
Assistance to St. Johns School Students	16,000
Cemetery Care	2,500
Salary, Wage & Benefits Reserve	125,000
Subtotal	\$ 265,661

Debt Service

Principal & Interest Payments	\$ 628,000
Subtotal	\$ 628,000

TOTAL EXPENDITURES	\$ 52,125,800
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TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

Other Uses of Funds

Transfer to Special Revenue			
Industry Road Building Subsidy		\$	75,000
	Subtotal	\$	75,000
Transfer to Capital Projects - Municipal Projects			
Street Resurfacing Program		\$	600,000
Public Works Equipment			190,000
Street Reconstruction Other			730,000
	Subtotal	\$	1,520,000
Transfer to Enterprise Fund			
Solid Waste Facilities Fund Subsidy	Subtotal	\$	120,000
			120,000
TOTAL OTHER USES		\$	1,715,000
TOTAL EXPENDITURES & OTHER USES		\$	53,840,800

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

REVENUES

Taxes

Auto Excise Tax	\$ 2,325,000
Watercraft Excise Tax	23,000
Interest on Taxes	65,000
Tax Lien Costs	10,000
Payments In-Lieu of Taxes	175,000
Subtotal	\$ 2,598,000

Intergovernmental

State Tax Exemptions	\$ 10,000
URIP Funds	202,500
Snowmobile Receipts	1,500
General Assistance Reimbursement	20,000
Subtotal	\$ 234,000

Administration

Miscellaneous	2,000
Subtotal	2,000

Finance Department

Auto Registration Fees	35,000
Boat, ATV and Snowmobile Registration Fees	1,700
Miscellaneous	2,500
Subtotal	39,200

Codes Enforcement

Building Permits	15,000
Electrical Permits	14,000
Plumbing Permits	8,500
Zoning Board Fees	300
Mobile Home Permits	300
Institutional Permits	12,000
Alts/Addis Permits	12,000
Comm/Indus Permits	10,000
Multiple Dwellings	1,000
Accessory Structures	3,500
Miscellaneous	500
Subtotal	77,100

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

Town Clerk

Hunting & Fishing Licenses	1,500
Dog Licenses	2,200
Vital Statistics	46,000
General Licenses	23,180
Victualer Licenses	20,625
Shellfish Licenses	21,000
Neutered/Spayed Dog License	3,620
Passport Fees	7,600
Unlicensed Dogs	7,950
Passport Photos	1,350
Miscellaneous	1,500
Subtotal	136,525

Planning Department

Planning Fees	10,000
Subtotal	10,000

Fire Department

Fire Code Permits	1,500
Ambulance Service Fees	675,000
Special Details	1,000
Fire False Alarms	3,000
Miscellaneous	500
Subtotal	681,000

Police Department

Parking Violations	16,000
Leash Law Receipts	1,000
Ordinance Fines	1,000
Witness Fees	5,000
School Resource Officer	69,178
Concealed Weapons Permits	400
False Alarm Fines	1,500
Special Details	5,000
Police Reports	3,700
Subtotal	102,778

Public Works Department

Opening Permits	500
Solid Waste Recycling	20,000
Subtotal	20,500

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

Parks and Recreation

Coffin Pond Admission	25,000
Subtotal	25,000

Unclassified

CATV Fees	205,000
Interest on General Funds	150,000
Workers Comp. Reimbursement	2,000
Postage & Handling	3,000
Housing Services Fees	610,000
Subtotal	970,000

Total Municipal Revenues **4,896,103**

Education Revenues

State School Subsidy	13,985,285
State Fiscal Stabilization (ARRA)	753,425
State Adult Education Subsidy	30,000
Federal School Subsidy	550,000
Tuition, etc.	935,000
Miscellaneous	228,710
Total Education Revenues	16,482,420

TOTAL REVENUES **21,378,523**

Other Sources

Sale of Vehicles - Police	12,000
From BDC	75,000
Total Other Sources	87,000

Use of General Fund Balances

Undesignated Fund Balance	275,000
State Revenue Sharing Balance	175,000
Education Balance Forward	1,500,000
Total Use of General Fund Balances	1,950,000

TOTAL REVENUES, SOURCES AND USE OF BALANCES **23,415,523**

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

PROPERTY TAXES

Total Expenditures and Other Uses	53,840,800
Less Total Revenue, Sources, and Use of Balances	23,415,523
Net Before Deductions	30,425,277
Less State Revenue Sharing	1,800,000
Net Required from Property Taxes	28,625,277
Plus Allowance for Deferred Property Taxes	200,000
Plus Allowance for Tax Abatements	75,000
TOTAL REQUIRED FROM PROPERTY TAXES	28,900,277

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

BE IT FURTHER RESOLVED,

That the Town of Brunswick is authorized to accept payments from the State of Maine under the Homestead Exemption and Reimbursement Program and that the amount collected from the State under that program be used to offset the amount needed to provide the exemption to qualifying Brunswick residents.

BE IT FURTHER RESOLVED,

That the appropriation contained herein for the Brunswick School Department is subject to the resolutions prepared separately by the Brunswick School Department and adopted along with this resolution.

That the School Department's expenditure appropriation is subject to the receipt of those revenues estimated by the School Department.

BE IT FURTHER RESOLVED,

That the amount appropriated for Assistance to St. John's School Students is to provide for the transportation of St. John's School students as permitted by Title 30-A M.R.S.A. section 5724 ss 5.

BE IT FURTHER RESOLVED,

That the amount appropriated for the tax levied by the County must be paid from property taxes without regard to the collection of other municipal revenues.

BE IT FURTHER RESOLVED,

That the Town and the School Department are authorized to accept and expend any and all State and Federal Funds; and any grants or contributions received by the Town of Brunswick.

BE IT FURTHER RESOLVED,

That the amount appropriated and transferred to other funds is, for budgetary purposes, considered to be expended from the General Fund. Further, the Town Manager is authorized to transfer amounts within the identified funds, so long as the transfers in total do not exceed the total amount appropriated for any fund, plus any interest a fund may earn.

TOWN OF BRUNSWICK, MAINE
BUDGET RESOLUTION
For the July 1, 2009 - June 30, 2010
Fiscal Year

BE IT FURTHER RESOLVED,

A) In accordance with 36 M.R.S.A. Section 505(1), the tax lists cited in 36 M.R.S.A. Section 709 shall be committed on or before September 1, 2009;

B) In accordance with 36 M.R.S.A. Section 505(2), personal property taxes shall be due and payable in full on October 15, 2009 and real estate taxes shall be due and payable in two equal installments, with one-half due on October 15, 2009 and the second half due April 15, 2010.

C) In accordance with 36 M.R.S.A. Section 505(4) taxes shall be delinquent if not paid on or before the due date(s). Interest from the due date(s) shall be charged on all delinquent taxes at a rate of 9.0%;

D) In accordance with 36 M.R.S.A. Section 506, the Tax Collector and Town Treasurer are authorized to accept prepayment of taxes not yet committed and pay no interest thereon;

E) In accordance with 36 M.R.S.A. Section 506-A, a taxpayer who pays an amount in excess of that finally assessed shall be repaid the amount of overpayment plus interest from the date of overpayment at the annual rate of 5.0%.

ITEM #90

BACK-UP MATERIAL

TOWN OF BRUNSWICK, MAINE

**Supplemental Budget Resolution Appropriating \$218,000 from
the Unreserved Undesignated Balance of the General Fund
to Fund Capital Acquisitions and Projects**

WHEREAS, the Town of Brunswick (the “Town”) has prepared a Capital Improvements Program for the fiscal years ending June 30, 2010-14 (the “CIP”); and

WHEREAS, the CIP proposes a number of acquisitions and projects in year one of the CIP (2009-10) to be by an appropriation from the unreserved undesignated balance of the Town’s General Fund; and

WHEREAS, the Town Council has reviewed year one of the CIP and wants to authorize and fund certain acquisitions and projects;

NOW THEREFORE THE FOLLOWING RESOLUTION IS ADOPTED:

Section 1. The sum of \$218,000 is appropriated from the Town’s unreserved undesignated General Fund Balance for the following acquisitions and projects:

- a. Maine Street Station Meeting Space, \$55,000 - This provides funding to make leasehold improvements to space at Maine Street Station that the Town intends to lease from Bowdoin College. The Town Council has authorized a five-year lease with Bowdoin College. The space will be used for meetings of the Town Council as well as various boards and committees.
- b. Union Street School Renovations, \$100,000 - This project funds minor renovations to Union Street School to allow space for People Plus and the Teen Center.
- c. Fire Department Utility 1, \$35,000 - This project acquires a replacement of a 1997 Ford Pickup truck.
- d. Recreation Department Pick-up Truck, \$28,000 – This project acquires a new 4WD half-ton truck with snowplow.

Section 2. The appropriation in section 1 of this resolution is in total and the costs cited are estimates. The Town Manager is authorized to allocate more or less funds to the various acquisitions and projects as the Town Manager determines to be in the best interest of the Town. The Town Manager is further authorized to prioritize the projects and abandon or discontinue any project as the Town Manager deems to be in the best interest of the Town.

Section 3. The Town is authorized to establish a capital project fund to account for these acquisitions and projects. No interest shall accrue to this fund. Upon a determination by the Finance Director that the acquisitions or projects are complete or abandoned, any remaining balance in the capital projects fund shall be transferred to the Town’s General Fund.

Section 4. Acquisition and project costs shall include any and all costs determined by the Town’s Finance Director to be acquisition and project costs.

Section 5. The Town Manager or the Town Manager's designee is authorized to execute contracts and take any other steps they deem necessary in order to proceed with the acquisitions and projects. Any expenditure to date as well as any other action taken by the Town of Brunswick relating to these acquisition and projects, including the solicitation of proposals, or participation in any process that solicited proposals, as well as any subsequent negotiations or contracts with vendors, are hereby ratified, confirmed, and approved.

Proposed to Town Council: June 1, 2009
Adopted by Town Council:

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Item 91

NO BACK UP MATERIALS

ITEM #92

BACK-UP MATERIAL

**MAINE STREET STATION
BRUNSWICK, MAINE**

STANDARD LEASE

Between

JHR DEVELOPMENT OF MAINE PHASE I, LLC
as Landlord

and

TOWN OF BRUNSWICK
as Tenant

JHR DEVELOPMENT OF MAINE PHASE I, LLC
Lease to
TOWN OF BRUNSWICK

Maine Street Station
Brunswick, Maine

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Exhibit “A” - Plan

Exhibit “B” - Description of Tenant’s Work

Exhibit “C” – Description of Landlord’s Work

INDENTURE OF LEASE

THIS INDENTURE OF LEASE MADE as of the ____ day of _____ 2009, by and between JHR Development of Maine Phase I, LLC, a Delaware limited liability company, having a mailing address of 40 South Street, Suite 305, Marblehead, Massachusetts 01945 (hereinafter referred to as "Landlord"), and Town of Brunswick, a Maine municipal corporation having a mailing address of 28 Federal Street, Brunswick, Maine 04011 (hereinafter referred to as "Tenant").

WITNESSETH:

Article I Premises

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this lease, the portions of the building (which portions are sometimes hereinafter collectively referred to as the "Premises") shown as Unit 301(B) on Exhibit "A" hereto annexed and made a part hereof containing approximately (i) 2,125 square feet of floor area on the ground level all as shown on Exhibit "A" annexed hereto, in the building identified as Building 3, Station Avenue, Brunswick, Maine (the "Building"). The Building is located on a tract of land in Brunswick, Cumberland County, Maine now known and numbered _____. Tenant acknowledges that the Building is part of a larger project known which, when completed, will include additional buildings, together with common areas and facilities, and parking areas, which will be open to Tenant's invitees and customers (collectively "Maine Street Station").

Excepting and reserving to Landlord the exterior walls of the Building of which the Premises are a part; and further reserving to Landlord the right to place in the Premises (in such manner as to reduce to a minimum the interference with Tenant's use of the Premises) utility lines, pipes, and the like, to serve premises other than the Premises, and to replace, maintain, and repair such utility lines, pipes and the like, in, over and upon the Premises as may have been previously installed in the Building.

Article II Term of Lease

Section 1. TO HAVE AND TO HOLD the Premises unto Tenant for the term of Sixty (60) calendar months (plus the partial month, if any) immediately following the commencement of the term hereof.

Section 2. A. The term hereof shall commence on the later of October 1, 2009 or the date the Certificate of Occupancy is issued for the space (the "Commencement Date"); and the term hereof shall end on the last day of the Sixtieth (60th) calendar month (exclusive of such partial month, if any) after such Commencement Date. The parties hereto agree, upon demand of the other, to execute a written declaration expressing the commencement and termination dates of the term hereof when the commencement date has been determined.

Section 3. Tenant, prior to the commencement of the term hereof, shall be permitted to install fixtures and other equipment, and do other work, provided, however, that such activities of Tenant shall not interfere with other activities of Landlord in the Premises and in the Building. All such work shall be done in a good and workmanlike manner and in compliance with all applicable laws and codes and in full compliance with plans and specifications therefore which shall have been first approved by Landlord (such approval not to be unreasonably withheld), and otherwise in compliance with this lease, including without limitation, the provisions of Exhibit "B" hereto. All contractors performing such work shall first have been approved by Landlord, such approval not to be unreasonably withheld.

Article III
Rent

Section 1. Rent.

As and for the Fixed Rent and Additional Rent, as the terms are used throughout this Lease, Tenant shall pay one lump sum of Two Hundred Twenty Thousand Dollars (220,000.00), payable on or before June 30, 2009 to Landlord at its mailing address. The Tenant shall not be responsible for any Operating Expenses, pro-rata share of taxes or similar operating costs paid by other tenants because of its one time, lump sum payment of rent in advance.

Section 2. Additional Rent. N/A.

Section 3. Operating Expenses Defined. (Omitted.)

Section 4. Late Payment of Rent. (Omitted.)

Article IV
Relationship Between Landlord and Tenant

Section 1. It is understood and agreed that Landlord shall in no event be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

Article V
Taxes

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Building of which the Premises are a part and all of the land area under and surrounding the Building owned by Landlord or its affiliates constituting a part of Maine Street Station, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments or other charges on the same which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the State of Maine so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all fixtures and equipment of every type and also upon all personal property in said Premises, and Tenant shall pay all license fees which may lawfully be imposed upon the business of Tenant conducted upon the Premises.

Article VI
Utilities

Section 1. Tenant shall pay for all of its requirements for electricity, gas, steam, water, sewer charges, to the extent separately metered for Tenant's use. All other utilities shall be included in Operating Expenses and shall be paid for pursuant to ARTICLE III hereof.

Article VII Construction

Section 1. Landlord's Work.

Landlord shall construct and deliver the Premises in 'vanilla shell' condition in accordance with Landlord's building standard specifications, pursuant to Exhibit C, attached (the "Specifications"), such work to be performed at Landlord's sole cost and expense. All such work shall be performed in a good and workmanlike manner, using new materials, in accordance with the Specifications. Tenant covenants to reasonably cooperate with Landlord to promote the efficient and expeditious completion of Landlord's work. The design and construction of Landlord's Work shall conform to the requirements of applicable building, plumbing, electrical and fire codes and applicable laws, orders and regulations of any governmental authority having jurisdiction over same.

Section 2. Tenant's Work.

Promptly after delivery of the Premises to Tenant, Tenant shall equip the Premises with trade fixtures and all personal property necessary or proper for the operation of Tenant's business, and shall perform such work in accordance with the provisions of Exhibit B hereto. Tenant and its contractors shall comply fully with all construction rules and regulations which Landlord may establish from time to time by written notice to Tenant and, without limitation to Landlord's other rights and remedies provided under this lease, in the event of any failure by Tenant or its contractors to so comply fully, Landlord may charge Tenant an amount (currently established at \$200.00 per occurrence) for the purpose of defraying Landlord's administrative expenses relative to any such failure.

Article VIII Use of Premises; Operational Covenants

Section 1. It is understood, and Tenant so agrees, that, during the term of this lease, the Premises shall be used and occupied by Tenant as a train and multi-modal transportation station, as well as a visitors center and for no other purpose or purposes.

Section 2. Tenant further agrees to conform to the following provisions during the entire term of this lease:

- (a) Tenant shall always conduct its operations in the Premises for the stated purposes unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld;
- (b) Tenant shall not use the pathways or sidewalks adjacent to the Premises or the Building or the recessed vestibules, if any, of the Premises for business purposes without the previous written consent of Landlord;
- (c) Tenant shall keep the display windows and/or storefront, if any, of the Premises clean and shall keep the same electrically lighted from dusk until at least 10:00 PM, and for this purpose shall install and maintain an electronic time-clock. If Landlord gives notice to Tenant of any objection which Landlord may have to Tenant's displays in the windows and/or storefront, if any, of the Premises, then Tenant shall promptly alter such displays to comply with Landlord's objections;
- (d) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in covered bins, which cans shall be kept within the Premises at all times, and in no event stored outside of the same, except that Tenant shall have the right to use the dumpster in a location designated from time to time by Landlord;
- (e) Tenant shall not place on the exterior of the Premises (including, but without limitation, windows, doors, storefront and entrance lobbies) any signs other than those in conformity with Landlord's sign criteria, and which shall first have been approved by Landlord, including replacements

thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord for approval, which approval may be withheld in Landlord's reasonable discretion, if the requested signs deviate from Landlord's and the Town's standards. Tenant agrees that, within thirty (30) days after Landlord shall have delivered possession of the Premises to Tenant, and at all times thereafter during the term of this lease, Tenant shall install and maintain such signs as Landlord shall require and as Landlord shall have so approved, which signs shall identify Tenant's operation in the Premises and shall be installed in such locations as shall have been designated by Landlord;

- (f) Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Building, or cause any offensive odors or loud noise, or constitute a nuisance or menace to any other occupant or other persons in the Building, and in no event shall any noises or odors be emitted from the Premises, except those announcements customary for a train station;
- (g) Tenant shall not use any portion of the Premises for storage or other services, except for its operations in the Premises;
- (h) Tenant agrees that it and its employees and others connected with Tenant's operations at the Premises will abide by all reasonable rules and regulations from time to time established by Landlord by written notice to Tenant with respect to the Building and Maine Street Station, including but not limited to reasonable rules and regulations relating to employee parking;
- (i) Tenant shall, in performing its obligations under this lease, comply with all applicable laws, rules, ordinances and regulations, including, without limitation, obtaining any and all permits necessary and proper in order to permit Tenant to use the Premises for the purposes set forth in this Article VIII, Section 1 hereinabove. Without limiting the generality of the foregoing, Tenant agrees that, within the Premises, Tenant shall be responsible for compliance with the Americans with Disabilities Act (42 U.S.C. §12101 et seq.) and the regulations and Accessibility Guidelines for Buildings issued pursuant thereto.
- (j) The Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Building and appurtenant land. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Building and appurtenant land in connection with the Tenant's use of the Premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

3.4: Section 3. Landlord shall provide, subject to such reimbursement as may be provided for in Section

- (a) Access to the Building (6:00 a.m. to 11:00 p.m. each day) and at all other times Landlord and Tenant agree to provide limited access to the Building through mechanical systems so that Tenant can operate the space for the purposes stated;
- (b) Cleaning of the Premises. Landlord shall not be responsible for the removal of, and Tenant shall, at its own expense, remove Tenant's trash from the Premises to a common dumpster supplied by Landlord. Tenant shall be responsible for keeping the Premises in a neat and clean condition;
- (c) Hot and cold running water for washrooms and lavatories;
- (d) Electricity for normal lighting of the main lobby, elevators, stairs, washrooms, paths, walkways and parking areas, but not for the Premises;
- (e) Shoveling of snow and sanding of ice at the entry and sidewalks to the Building and paths and walkways in Maine Street Station and the parking areas; and,
- (f) Display of Tenant's name or "Train Station" on the lobby directory as per the Building standard.

Article IX Assignment and Subletting

Section 1. Notwithstanding any other provisions of this lease, the Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord.

Section 2. In the event the Tenant seeks the Landlord's consent pursuant to this ARTICLE IX Section 2, the Tenant shall furnish the Landlord with such information regarding the prospective assignee or sublessee as the Landlord may require, including without limitation information regarding financial ability and business experience relating to the uses permitted hereunder. Notwithstanding anything to the contrary in this lease, the Landlord may in its sole discretion withhold its consent to any proposed assignment or subletting. In any case where the Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. The provisions of this ARTICLE IX, Section 2 shall not, however, be applicable to an assignment of this lease by the Tenant to its wholly owned subsidiary or immediate controlling corporation (for such period of time as such corporation remains such a subsidiary or such a controlling corporation, respectively, it being agreed that the subsequent sale or transfer of stock resulting in a change in voting control, or any other transaction(s) having the overall effect that such corporation ceases to be such a subsidiary or such a controlling corporation, respectively, of the Tenant, shall be treated as if such sale or transfer or transaction(s) were, for all purposes, an assignment of this lease governed by the provisions of this ARTICLE IX, Section 2), provided (and it shall be a condition of the validity of any such assignment) that such wholly owned subsidiary or such immediate controlling corporation first agree directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the Premises only for the purposes specifically permitted under this lease and the covenant against further assignment, but such assignment shall not relieve the Tenant herein named (or any of its successors or assigns permitted hereunder) of any of its obligations hereunder, and the Tenant shall remain fully liable therefore.

Article X
Maintenance of Building, Etc.

Section 1. Other than as provided below in this Section, Landlord agrees to keep in good order, condition and repair, the roof, foundations and structural portions of the Premises (except glass and glass windows, irrespective of which party installed the same), except for any damage thereto caused by any act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the Premises, but this paragraph is not intended to refer to damage by fire or other insured risk to the Premises, provision for which is hereafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the Premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the Premises and every part thereof, including, without limitation, the storefront and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems and interior appliances serving the Premises. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the Premises and any part and portion thereof from time to time to assure that the same are kept in a first-class, tenantable and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the Premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in Article XIII hereof. Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the state of Maine and ordinances of the Town of Brunswick, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the Premises (except as initially required by the terms of Article VII of this lease) without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first-class, workmanlike manner. Any and all alterations, additions, improvements and fixtures which may be made or installed by either Landlord or Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the Premises, and at the termination of this lease shall be surrendered with the premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the Premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the Premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the Premises resulting from or caused by such removal. In no event shall Tenant be entitled to remove any heating, ventilating, or air-conditioning equipment.

Article XI
Landlord's Access to Premises

Section 1. Landlord and his designees shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting or making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Article XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants.

Article XII Tenant's Insurance and Indemnity

Section 1. Tenant agrees to maintain in full force during the term hereof a policy of general liability and property damage insurance under which Landlord and Tenant are named as insureds, and such other persons as are in privity of estate with Landlord as may be set out in notice from time to time, are named as additional insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned in Section 1 of this Article XII. Each such policy shall be noncancellable with respect to Landlord and Landlord's said designees without ten (10) days' prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord.

Section 2. Tenant also agrees that it shall keep its fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Tenant agrees to indemnify and hold harmless Landlord from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof in or about Tenant's Premises, or arising from any accident, injury or damage occurring outside of the Premises but within the building, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 4. Tenant agrees to use and occupy the Premises and to use such other portions of the building as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 5. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the building, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes.

Article XIII Landlord's Insurance

Section 1. Landlord shall keep the Premises insured against loss or damage by fire, with the usual extended coverage endorsements and such other insurance as the then holder of the first mortgage which includes the Premises shall require.

Section 2. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect

to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof.

Section 3. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the building above the standard rate on said premises and building with a use of the type described in Section 1 of Article VIII located in the Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

Article XIV Damage Clause

Section 1. In case during the term hereof the Premises shall be partially damaged (as distinguished from “substantially damaged”, as that term is hereinafter defined) by fire or other casualty, the risk and cost of which is covered by Landlord’s insurance, Landlord shall forthwith proceed to repair such damage and restore the Premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord’s reasonable control.

Section 2. In case during the term hereof the Premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord’s insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall promptly after such damage and the determination of the net amount of insurance proceeds available to Landlord, expend so much as may be necessary of such net amount to restore, to the extent originally constructed by Landlord (consistent, however, with zoning laws and building codes then in existence), so much of the Premises as was originally constructed by Landlord to substantially the condition in which such portion of the Premises was in at the time of such damage, except as hereinafter provided, but Landlord shall not be responsible for delay which may result from any cause beyond the reasonable control of Landlord. Should the net amount of insurance proceeds available to Landlord be insufficient to cover the cost of restoring the Premises, in the reasonable estimate of Landlord, Landlord may supply the amount of such insufficiency and restore the Premises with all reasonable diligence or Landlord may terminate this Lease by giving notice to Tenant not later than a reasonable time after Landlord has determined the estimated net amount of insurance proceeds available to Landlord and the estimated cost of such restoration and shall refund to Tenant the amount of rent Tenant has prepaid but will not be used on a pro-rata basis. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord’s insurance, Landlord may, but shall have no obligation to, restore the Premises with all reasonable diligence, or Landlord may terminate this lease by giving notice to Tenant not later than a reasonable time after Landlord has the estimated cost of such restoration.

Section 3. If the Premises shall be substantially damaged or destroyed by fire, windstorm or otherwise within the last year of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. If the Building (of which the Premises are a part) shall be substantially damaged or destroyed by fire or casualty, Landlord shall promptly restore, to the extent originally constructed by Landlord (consistent, however, with zoning laws and building codes then in existence), so much of such Building as was originally constructed by Landlord to substantially the condition thereof at the time of such damage and the term of this Lease shall be extended for the number of days the Tenant was deprived of the use of the Premises by reason of such substantial damage.

Section 5. The terms “substantially damaged” and “substantial damage”, as used in this Article, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within one hundred eighty (180) days from the time that such repair or restoration work would be commenced.

Article XV Eminent Domain

Section 1. If the Premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the Premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the Premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the Premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or may terminate this lease. Where Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award. Further, if so much of the building shall be so taken that continued operation of the Building would be uneconomic, Landlord shall have the right to terminate this Lease by giving notice to Tenant of Landlord's desire so to do not later than thirty (30) days after the effective date of such taking.

Section 2. Out of any award for any taking of the Premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such Premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings, because of the taking of its trade fixtures or furniture and its leasehold improvements to the extent Tenant was not reimbursed for the same by Landlord.

Section 3. In the event of any such taking of the Premises, the Fixed Rent, and the Pro Rata Percentage specified in Section 2 of Article III of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

Article XVI Option to Extend - Omitted

Article XVII Landlord's Remedies

Section 1. It is covenanted and agreed that if Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of Fixed Rent, Additional Rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of the Bankruptcy Act now or hereafter enacted, and such proceeding is not dismissed within sixty (60) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Act now or hereafter enacted, and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts – then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), Landlord lawfully may, in addition to any remedies otherwise available to Landlord, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any

remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or Landlord may send written notice to Tenant terminating the term of this lease; and upon the first to occur of (i) entry as aforesaid, or (ii) the fifth (5th) day following mailing of such notice of termination, the term of this lease shall terminate.

Tenant covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by Landlord, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term.

If this lease shall be guaranteed on behalf of Tenant, all of the foregoing provisions with respect to bankruptcy of Tenant, etc., shall be deemed to read "Tenant or the guarantor hereof".

Section 2. Landlord shall in no event be in default in the performance of any of his obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation.

It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Fixed Rent, the Additional Rent and all other sums payable by Tenant to Landlord shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Further, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable, but shall look solely to Landlord for satisfaction of such claim.

Article XVIII Miscellaneous Provisions

Section 1. Waiver.

Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment.

Tenant, subject to the terms and provisions of this lease, on payment of the rent and on observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of Landlord contained in this lease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Building for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor anyone claiming under the Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or anyone claiming under Landlord, to respond in monetary damages from their assets other than their interest in this building.

It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant; or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord.

In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, it being the intention of the parties that all covenants hereunder shall be independent. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3. Status Report.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement of the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4. Notice to Mortgagee.

After receiving written notice from any person, firm or other entity, that it holds a mortgage (which term shall include a deed of trust) which includes as part of the mortgaged premises the Premises, Tenant shall, so long as such mortgage is outstanding, be required to give such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such cure, as is available to Landlord; and if necessary to cure such a default, such holder shall have access to the Premises.

Section 5. Assignment of Rents.

With reference to any assignment by Landlord of Landlord's interest in this lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of the first mortgage or deed of trust on the Premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by such holder, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and

- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage or deed of trust and the taking of possession of the Premises by such holder.

Section 6. Mechanic's Liens.

Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanic's, materialmen's, or other lien against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises.

The parties hereby acknowledge that, in performing any alterations, additions, or other work, whether as set forth in Exhibit B hereunder or otherwise (collectively "Tenant Work"), Tenant is acting for its own benefit and account, and the parties expressly agree that Tenant will not be acting as Landlord's agent in performing any Tenant Work. The fact that Tenant is required to obtain Landlord's consent prior to commencing any Tenant Work is solely for the benefit of Landlord in determining whether such Tenant Work will adversely affect the Building in which the Premises is located and the granting of Landlord's consent to any Tenant Work shall not be construed to give rights to any other parties. Tenant shall require any contractor who performs Tenant Work to expressly acknowledge and agree to the provisions of this paragraph.

Section 7. No Brokerage.

Tenant warrants and represents that it has dealt with no broker in connection with the consummation of this lease. Any brokerage fees shall be paid by Landlord pursuant to a separate agreement, and in the event of any other brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions.

If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of Article IX hereof.

Section 10. Governing Law.

This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

Section 11. Recording.

Tenant agrees not to record the within lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable laws of the State of Maine, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.]

Section 12. Notices.

Whenever by the terms of this lease notice, demand or other communication shall or may be given either to Landlord or to Tenant, the same shall be in writing and shall be sent by certified mail, postage prepaid, return receipt requested:

If intended for Landlord, addressed to it at the address set forth on the first page of this lease, and copies to John Moncure, Esq., Moncure & Barnicle, 9 Bowdoin Mill Station, Topsham, ME 04086, and Rich May, a Professional Corporation, 176 Federal Street, Boston, MA 02110, Attn: Howard L. Levin, Esq./Maine Street Station (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

If intended for Tenant, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice), and a copy to Peter Van Hemel, Esq., Bernstein Shur, 100 Middle Street, P.O. Box 9729, Portland, ME 04104-5029.

Section 13. When Lease Becomes Binding.

Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings.

The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage.

It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Building, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, provided that the mortgagee or trustee named in said mortgages or deeds of trust shall elect by written notice delivered to Tenant to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust and shall agree to recognize this lease of Tenant in the event of foreclosure if Tenant is not in default. Any mortgagee or trustee may elect to give the rights and interest of Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to, or to have priority over, as the case may be, the lien of said mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do.

Section 16. Definition of Additional Rent.

Without limiting the generality of anything contained herein, all real estate tax payments, common area charges, utilities and the costs of recording this lease or a memorandum or short form hereof, which Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon, shall be deemed to be Additional (but not Fixed) Rent, and in the event of non-payment thereof by Tenant, Landlord shall have all of the rights and remedies with respect thereto as would accrue to Landlord for non-payment of Fixed Rent.

Section 17. Security Deposit. Waived.

Section 18. Attorneys Fees.

Should either party be required to retain counsel to enforce its rights under this Lease, the defaulting party shall be responsible for all the costs thereof including reasonable attorneys fees.

Section 19. Holding Over.

Any holding over by Tenant after the expiration of the term of this lease shall be treated as a tenancy at sufferance at one and one-half (1.5) times the rents and other charges herein (prorated on a daily basis) and shall otherwise be on the terms and conditions set forth in this lease, as far as applicable and shall be responsible for all damages, foreseen and unforeseen, direct and indirect and consequential which Landlord may suffer or incur as a result of such hold-over.

WITNESS the execution hereof under seal in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

LANDLORD:
JHR DEVELOPMENT OF MAINE PHASE I, LLC
By: JHR Development of Maine, LLC,
Its Manager

By: J. Hilary Rockett, Jr., its Manager

Attest:

TENANT:
TOWN OF BRUNSWICK

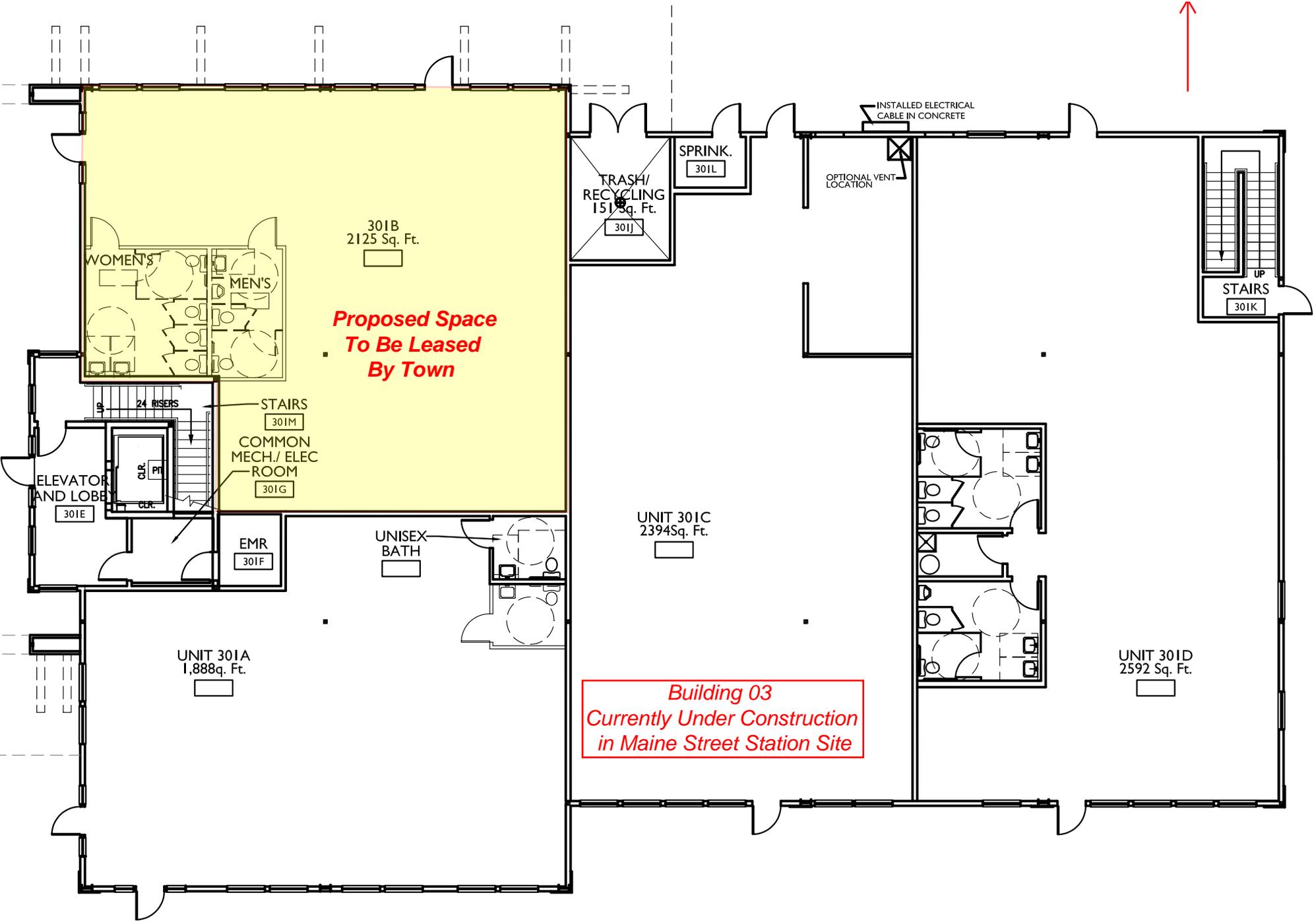
By: _____
Its:
Hereunto duly authorized

EXHIBIT "A"

PLAN

Railroad Tracks

North



**Proposed Space
To Be Leased
By Town**

**Building 03
Currently Under Construction
in Maine Street Station Site**

Station Avenue

To Maine Street

EXHIBIT "B"
DESCRIPTION OF TENANT'S WORK

A. DESCRIPTION OF TENANT'S WORK

The Tenant agrees to perform, at the Tenant's sole cost and expense, all of the work (the "Tenant's Work") described in the plans and specifications (the "Plans and Specifications"), which Plans and Specifications shall be (i) prepared by the Tenant, at its sole cost and expense, and (ii) subject to the Landlord's prior written approval.

All of the Tenant's Work shall be performed in accordance with the Plans and Specifications as approved by the Landlord and in accordance with the General Conditions set forth in Section B below.

B. GENERAL CONDITIONS

All work done by the Tenant in, on or about the Premises shall be governed in all respects by, and be subject to, the following:

1. The Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.
2. Compliance with Laws: All the Tenant's Work shall be performed in full compliance with and shall conform to all applicable federal, state and local laws, codes, regulations and ordinances, including, without limitation, all applicable building and zoning codes and laws relating to the use, storage, removal, transportation or disposal of hazardous or toxic materials or oil, and all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and other proper officers of the governmental agencies having jurisdiction thereover, and all requirements of the Landlord's underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgment that work done in conformity therewith will so comply and conform, it being expressly understood and agreed that the Tenant shall be solely responsible for ensuring such compliance and conformity and for any modifications to or corrections in the Tenant's Work required by any governmental agency or insurance underwriters. The Tenant shall obtain and furnish to the Landlord approvals from all agencies with jurisdiction over matters relative to the performance of Tenant's Work, including, without limitation, electrical, gas, water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's Work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the Premises or the building.
3. Insurance: Prior to commencement of the Tenant's Work and until completion thereof, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Tenant and the Tenant's contractor as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's Work in place, and all materials stored at the site of the Tenant's Work and all materials, equipment, supplies and temporary structures of all kinds incident to The Tenant's Work and builder's machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the Premises or when adjacent thereto while on sidewalks, streets or alleys, or in other portions of the building, all in the full insurable value thereof at all times. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's Work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's Work and until completion thereof, the following insurance coverages:

- a. Workmen's Compensation Insurance - In accordance with the laws of the Commonwealth of Massachusetts, including Employer's Liability Insurance, to the limit of \$1,000,000.00 each accident.
- b. Comprehensive General Liability Insurance against bodily injury, including death resulting therefrom, to the limit of \$5,000,000 combined liability and property damage on an occurrence form; or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing.

Prior to the commencement of the Tenant's Work, the Tenant shall deliver to the Landlord certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancelable and non-amendable without ten (10) days' prior written notice to the Landlord.

4. In any contract or undertaking which the Tenant may make with a contractor for work in the Premises, provision shall be made for the dismissal from the job of workmen whose work is, in the Landlord's reasonable judgment, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold harmless the Landlord from any loss, cost, damage or liability incurred by reason of compliance with any such demand.
5. Tenant and its contractors shall comply fully with all construction rules and regulations which Landlord may establish from time to time by written notice to Tenant and, without limitation to Landlord's other rights and remedies provided under this lease, in the event of any failure by Tenant or its contractors to so comply fully, Landlord may charge Tenant an amount (currently established at \$200.00 per occurrence) for the purpose of defraying Landlord's administrative expenses relative to any such failure.

EXHIBIT C
DESCRIPTION OF LANDLORD'S WORK

**EXHIBIT C
SPECIFICATIONS
LANDLORD'S WORK**

Landlord's Work shall include the following:

A. BUILDING SHELL

The Building Shell shall include secondary access/exit door(s) with frame and hardware.

B. UTILITIES

Utilities shall be provided to the Leased Premises and located in accordance with Exhibit A (plan).

1. Water Service: In accordance with local code requirements.
2. Sewer Service: In accordance with local code requirements.
3. Natural Gas Service: Where available, 1 1/2" gas line suitable to supply the required BTU/Hr.

C. BATHROOM

Provide men's and women's bathroom per plan.

D. FLOOR SLAB

Provide existing floor condition ready for Tenant-specified floor coverings.

E. DEMISING WALLS AND INTERIOR PARTITIONS

Demising/perimeter walls shall be metal or wood studs covered with drywall to have minimum one (1) hour fire rating or more, as required per applicable governing codes. Interior partitions shall be 3 5/8" metal studs covered with drywall and finished smooth (no architectural, orange peel or rough surface) to meet local fire code ratings. All walls shall be taped, sanded and primed.

F. ELECTRICAL

1. Provide one (1) separate electrical service and meter for Leased Premises.
2. For general lighting, provide 2' x 4', 4-lamp fluorescent recessed troffers.

3. Provide ceiling-mounted exit lights, emergency lights and night lights as per local code and Tenant's specifications.

G. CEILING

Ceiling shall be a suspended Armstrong #770 with 15/16 grid or equivalent.

H. FLOORING

By Landlord.

I. AIR CONDITIONING & HEATING

The Heating and Air Conditioning system for the Lease Premises shall be fully functional and capable of maintaining 72 degrees Fahrenheit in cooling mode (summer) and 72 degrees Fahrenheit in heating mode (winter).

J. STOREFRONT

The existing storefront and door system shall meet all applicable building code requirements.

K. FIRE SPRINKLER SYSTEM AND CENTRAL STATION REPORTING SYSTEMS

The existing fire sprinkler system shall meet all applicable building code requirements. Landlord shall make any modifications as required by Landlord's Work.

ITEM #93

BACK-UP MATERIAL

Summary of Received

5/19/2009

				Date of Application
Davis Fund Committee				
Millie	Stewart	281 Old Bath Rd	725-5452	5/11/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType:
Growstown School Committee				
Joan	Hoppe	48A. Pejespcot Terr	729-3480	4/1/2009
Will this be a reappointment	Yes	Length of term: No Set Term	Term will expire:	MembershipType: Citizen
Barbara	Yuods nukis	276 Bunganuc Rd	729-0823	5/5/2009
Will this be a reappointment	No	Length of term: No Set term	Term will expire:	MembershipType: Citizen
Marine Resource Committee				
Christopher	Green	1 Charles Ct.	837-3630	5/5/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType: Harvester
Mark	Latti	33 Hemlock Rd	729-1592	4/24/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType: Recreation License
Raymond	Trombley Jr.	43 Bay Bridge Rd	442-0195	5/4/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType: Harvester
People Plus Board of Trustees				
J. Gregory	Shea	3 Jesse Rd	725-2352	5/2/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType: Topham/Harpwell
Sewer District Trustees				
Emily	Boochever	18 Bowker St	721-0887	3/6/2009
Will this be a reappointment	Yes	Length of term:	Term will expire:	MembershipType:
Zoning Board of Appeals				
Shirley	Chase	2 Chase Lane	725-9495	5/11/2009
Will this be a reappointment	Yes	Length of term: 3 years	Term will expire:	MembershipType: Associate/Full

6 pm

Town of Brunswick
Application for
Appointment to Board/ Committee/ Commission

For Office Use Only	
APR 24 2009	Date App. Received
_____	Date App. Entered
_____	Appointed

Full Name: Mark Latt Date 4/21/09

Street Address: 33 Hemlock Road

Home Telephone #: 729-1592 E-mail Address: mark.latti@maine.gov I live in Council District #: 3

I wish to be considered for appointment to the:

Marine Resources committee
(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:
FULL MEMBERSHIP STATUS: TERM BEGINS: _____
and/or
ASSOCIATE MEMBERSHIP STATUS: _____ TERM EXPIRES: _____

Do you currently serve on any Town Board/Committee/Commission? If so, please state name of Board/Committee/Commission and the number of years of service:

Marine Resources Number of Years 3 Date term expires _____

Occupation: Public Relations

Employer: Maine Department of Transportation Work Telephone #: 624-3093

List any civic organizations to which you belong:

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

3 years experience dealing with marine resource issues, ten years with Maine fish & wildlife & eight years as recreational license holder

Have you previously served on a Town board/committee/commission? yes If so, please list the board/committee/commission and years of service:

The past three years on Marine Resources Committee

Mark Latt
SIGNATURE

PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee.

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: Marine Resources Committee

Term Length: _____

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

No. As a three year member and vice-chair of the committee, I have a good understanding of issues + responsibilities.

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

I have a background in natural resource management through my years @ fish + wildlife and I am a recreational clam digger.

3. Why would you like to be on the Board/Committee/Commission?

I feel that I can be a valuable addition to the committee and I would like to give back to this community.

4. Are you aware of the time involved and would you be able to attend most of the meetings?

Yes, and I have been able to attend nearly all the meetings

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

No.

6. Do you have anything you would like to add?

I ~~am~~ look forward to serving another term on the committee.

For July/Aug

Town of Brunswick
Application for
Appointment to Board/ Committee/ Commission

For Office Use Only	
_____	Date App.
MAY - 8 2009	Received
_____	Date App.
_____	Entered
_____	Appointed

Full Name: John Gregory Shea Date 5.7.09

Street Address: 3 JESSE ROAD, TOPSHAM, ME 04086

Home Telephone #: 725-2352 E-mail Address: _____ I live in Council District #: N/A

I wish to be considered for appointment to the:

PEOPLE PLUS BOARD

(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:

FULL MEMBERSHIP STATUS:

TERM BEGINS: 7.1.09

ASSOCIATE MEMBERSHIP STATUS:

TERM EXPIRES: 6.30.12

Do you currently serve on any Town Board/Committee/Commission? _____ If so, please state name of Board/Committee/Commission and the number of years of service:

PEOPLE PLUS BOARD Number of Years 5 Date term expires 6.30.09

Occupation: RETIRED

Employer: N/A Work Telephone #: N/A

List any civic organizations to which you belong:

PEOPLE PLUS BOARD

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

MY WORK HISTORY INCLUDES 30 YEARS ARA 20 YEAR NON-PROFIT ADMINISTRATOR/CEO.

Have you previously served on a Town board/committee/commission? YES If so, please list the board/committee/commission and years of service:

PEOPLE PLUS BOARD ~ 5 YEARS, ALMOST

John Gregory Shea
SIGNATURE

PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment Committee.

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

PLEASE NOTE: This condition of this application allows a person to be considered for a Town Board/Committee/Commission only if they are a resident of the Town of Brunswick.

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: PEOPLE PLUS BOARD

Term Length: 3 YEARS

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

NO

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

- 30 YEARS AS A NON-PROFIT CEO
- SERVED SEVERAL NON-PROFIT BOARDS, MANY AS PRESIDENT
- 5 YEARS ON THE PEOPLE PLUS BOARD

3. Why would you like to be on the Board/Committee/Commission?

- THE MISSION OF PEOPLE PLUS
- TRANSITION OF NEW " " CEO
- 5 YEARS OF SERVICE ON " " BOARD

4. Are you aware of the time involved and would you be able to attend most of the meetings?

YES
YES

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

NO

6. Do you have anything you would like to add?

NO ~ THANK YOU FOR YOUR CONSIDERATION



Town of Brunswick
Application for
Appointment to Board/ Committee/ Commission

For Office Use Only	
Date App.	Received
MAY - 4 2009	Date App.
	Entered
	Appointed

Full Name: Raymond H Trumbley Jr Date 5-4-09

Street Address: 43 Bay Bridge Rd

Home Telephone #: 442-0195 E-mail Address: RHT77@hotmail.com I live in Council District #: _____

I wish to be considered for appointment to the:

Shellfish committee
(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:

FULL MEMBERSHIP STATUS:

TERM BEGINS: _____

and/or

ASSOCIATE MEMBERSHIP STATUS:

TERM EXPIRES: _____

Do you currently serve on any Town Board/Committee/Commission? yes If so, please state name of Board/Committee/Commission and the number of years of service:

Shellfish Committee Number of Years 3 Date term expires 5-1-09

Occupation: shellfish Harvester

Employer: self Work Telephone #: 522-2835

List any civic organizations to which you belong:

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

I was Chairman for 1 year and been active in all conservation Efforts of the Industry

Have you previously served on a Town board/committee/commission? yes If so, please list the board/committee/commission and years of service:

3 years

Raymond H Trumbley Jr
SIGNATURE

PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment's Committee.

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: Marine Resource Committee

Term Length: 3 year

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

NO

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

Harvester for 19 years

3. Why would you like to be on the Board/Committee/Commission?

To help conserve the shellfish Industry IN Brunswick

4. Are you aware of the time involved and would you be able to attend most of the meetings?

YES

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

NO

6. Do you have anything you would like to add?

7pm

Town of Brunswick
Application for
Appointment to Board/ Committee/ Commission

For Office Use Only
_____ Date App.
_____ Received
_____ Date App.
_____ Entered
_____ Appointed

Full Name: Barbara L Yuodsnukis Date 5/5/09

Street Address: 276 Bunganuc Rd. Brunswick

Home Telephone #: 729-0823 E-mail Address: NONNA@SUSCOM-MAINE.NET I live in Council District #: 3

I wish to be considered for appointment to the:

Grovestown School Board
(NAME OF BOARD/COMMITTEE/COMMISSION)

Check one or both:

FULL MEMBERSHIP STATUS:

TERM BEGINS: May, 2009

and/or

ASSOCIATE MEMBERSHIP STATUS:

TERM EXPIRES: _____

Do you currently serve on any Town Board/Committee/Commission? No If so, please state name of Board/Committee/Commission and the number of years of service:

Number of Years _____ Date term expires _____

Occupation: Retired teacher associate

Employer: Brunswick School Department Work Telephone #: _____

List any civic organizations to which you belong:

Hospice, Red Cross, YMCA

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:

Teaching elementary school, Board of Directors Learning Land Nursery School

Have you previously served on a Town board/committee/commission? No If so, please list the board/committee/commission and years of service:

SIGNATURE

PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION

Applicants may submit a cover letter and resume with the application form. Applications should be returned to the TOWN CLERK'S OFFICE, 28 Federal Street, Brunswick, Me 04011 - BY 4:30 P.M. on the date specified by the public notice.

You will be contacted to set up an interview with the Appointment's Committee.

It is the intent of the Town to televise proceedings of Boards/Committees/Commissions

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Committee/Commission Applying For: Groustown School Board

Term Length: Indefinite

1. Do you have any questions about what the Board/Committee/Commission does or on its charge?

The recently rewritten bylaws and the opportunity to talk with Joan Hoppe have given me an overview.

2. Do you have any practical experience or formal education that would be relevant to the Board/Committee/Commission?

I live in the Bunganuc School, am a retired teacher, and am much interested in the history of this area of Brunswick.

3. Why would you like to be on the Board/Committee/Commission?

When I was teaching at Jordan News School, I observed the value of the Fifth Grade students' experiences at Groustown School. Particularly for students who struggle academically, the lived experience is an important part of the educational experience.

4. Are you aware of the time involved and would you be able to attend most of the meetings?

Yes

5. Do you have any conflict of interest that might involve either a direct financial gain or other gain?

No

6. Do you have anything you would like to add?

No

CONSENT AGENDA

ITEM A

BACK-UP MATERIAL

**BRUNSWICK TOWN COUNCIL
SPECIAL MEETING
MINUTES**

May 14, 2009

Councilors Present: Chair M. Hallie Daughtry, W. David Watson, Benjamin J. Tucker, Karen J. Klatt, Gerald E. Favreau, Margo H. Knight, E. Benet Pols, Deborah R. Atwood, and Joanne T. King.

Councilors Absent: None.

Town Staff Present: Fran Smith, Town Clerk

Chair Daughtry called the meeting to order and asked for roll call.

Executive Session: Personnel Matter Per 1 M.R.S.A. §405(6)(A)

Councilor Watson moved, Councilor King seconded, to go into executive session to discuss Personnel Matter Per 1 M.R.S.A. §405(6)(A). The motion carried with nine (9) yeas.

The Council returned from the executive session and took no action.

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

The meeting adjourned at 9:40 p.m.

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

*Frances M. Smith
Town Clerk
May 15, 2009*

June 1, 2009
Date of Approval

Council Chair

CONSENT AGENDA

ITEM B

BACK-UP MATERIAL

-- Draft --
BRUNSWICK TOWN COUNCIL
MINUTES
May 18, 2009
7:00 P.M.
Old Times Record Building
6 Industry Road

Councilors Present: Chair M. Hallie Daughtry, W. David Watson, Benjamin J. Tucker, Karen J. Klatt, Gerald E. Favreau, Margo H. Knight, E. Benet Pols, Deborah R. Atwood, and Joanne T. King.

Councilors Absent: None.

Town Staff Present: Gary Brown, Acting Town Manager; Fran Smith, Town Clerk; John Eldridge, Finance Director; Paul Perzanoski, School Superintendent; Anna Breinich, Director of Planning and Development; Cathy Donovan, Assessor; Jim Oikle, Business Manager, School Department; Clark Labbe, Fire Chief; Tom Farrell, Parks and Recreation Director; Scott McKernan, School Department Facilities Manager; Brian Dancause, Economic Development Specialist; Jeff Hutchinson, Codes Enforcement Officer; Craig Worth, Deputy Public Works Director; Terry Goan, Police Officer; and TV video crew.

Vice Chair Pols called the meeting to order, asked for the Pledge of Allegiance, and for roll call.

Public Comment:

Wallace Pinfold, 1 Stetson Street, on behalf of the Village Improvement Association, spoke of the work they do with plantings and about their annual garden party.

Correspondence:

Councilor Atwood spoke about Maine having been selected as the third most bike friendly state.

Councilor King corrected her statement from a previous meeting to say 5.5 million jobs have been lost since the beginning of the recession.

Councilor Klatt said she attended a RAB meeting and it was very useful. The next one is on August 12.

Adjustments to the Agenda:

Councilor Watson moved, Councilor Klatt seconded, to table item 82. The motion carried with eight (8) yeas.

MANAGER'S REPORT:

(a) Financial Update

Manager Brown spoke on this item.

(Copies of the finance reports will be attached to the official minutes.)

(b) Council Committee Updates

Reports were given on the Maine Street Station subcommittee, the Elementary School committee, and the BEDC.

(c) Update on Memorial Day Parade

Manager Brown spoke on this item.

(d) Davis Fund Request (Action Required)

Millie Stewart, former Chair of the committee, spoke on this item.

Councilor Knight and Councilor Favreau spoke on this item.

Councilor King moved, Councilor Watson seconded, to approve the 2009-2010 Davis Fund allocations as recommended by the Committee. The motion carried with eight (8) yeas.

(Copies of the recommendations will be attached to the official minutes.)

(e) Update on LD 1410 – Brunswick/Harpswell Town Boundary

Manager Brown spoke on this item. The State and Local Committee voted 10 to 3 “Ought Not to Pass.”

Councilor Tucker and Councilor Pols spoke on this item.

PUBLIC HEARINGS:

- 74. The Town Council will consider approval of the following Alcoholic Beverage License, and will take any appropriate action.**

Full-Time Spirituous, Vinous & Malt
Innovation, Inc.
D/B/A: Lillee’s Public House
148 Maine Street

Chris Pillsbury

Councilor Pols opened the public hearing; hearing no comments, he closed the public hearing.

Town Council Minutes

May 18, 2009

Page 3

Councilor Knight and Councilor King spoke on this item.

Councilor Knight moved, Councilor Favreau seconded, to approve an alcoholic beverage application from Innovation, Inc., D/B/A: Lillee's Public House at 148 Maine Street. The motion carried with eight (8) yeas.

75. The Town Council will hear public comments on the proposed budget, and will take any appropriate action.

Manager Brown and Paul Perzanoski, School Superintendent, spoke on the proposed budget.

Councilor King and Councilor Pols spoke on this item.

Councilor Pols opened the public hearing.

Pem Schaeffer, Crestview Lane, spoke on the budget.

(A copy of Mr. Schaeffer's statement will be attached to the official minutes.)

Chair Daughtry arrived at the meeting.

Michelle Small, 34 Stanwood Street, and **Eileen Murphy**, 8 Meredith Drive, spoke against budget cuts, especially those for the School Department.

Councilor Pols closed the public hearing.

All the Councilors spoke on the budget.

John Eldridge, Finance Director, responded to Council questions.

76. The Town Council will hear public comments on the annual closure of Sawyer Road from December 1 to March 31, as permitted under Title 23 M.R.S.A. Subchapter VI, Section 2053, for the next ten years, and will take any appropriate action.

Chair Daughtry opened the public hearing; hearing no comments, she closed the public hearing.

Councilor Watson moved, Councilor Tucker seconded, to close Sawyer Road annually from December 1 to March 31, for a period of ten years until March 31, 2020. The motion carried with nine (9) yeas.

77. The Town Council will hear public comments on an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$410,000 to Finance the Acquisition and Installation of Heating, Ventilation, Cooling, and Related Equipment at the Brunswick Junior High School, and will take any appropriate action.

Town Council Minutes

May 18, 2009

Page 4

Councilor Klatt spoke on this item.

Scott McKernan, School Department Facilities Manager, spoke on this item.

Chair Daughtry opened the public hearing; hearing no comments, she closed the public hearing.

Councilor Watson moved, Councilor King seconded, to adopt an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$410,000 to Finance the Acquisition and Installation of Heating, Ventilation, Cooling, and Related Equipment at the Brunswick Junior High School. The motion carried with nine (9) yeas.

(Copies of the public hearing notice and adopted ordinance will be attached to the official minutes.)

78. The Town Council will hear public comments on an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$450,000 to Finance Improvements at Hawthorne School in order to Convert the Property to Educational and Office Uses, and will take any appropriate action.

Chair Daughtry opened the public hearing; hearing no comments, she closed the public hearing.

Councilor King spoke on this item.

Councilor Favreau moved, Councilor Watson seconded, to adopt an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$450,000 to Finance Improvements at Hawthorne School in order to Convert the Property to Educational and Office Uses.

Councilor King suggested changing the dollar amount to \$375,000; Councilor Favreau and Councilor Watson agreed.

Councilor Favreau moved, Councilor Watson seconded, to adopt an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$375,000 to Finance Improvements at Hawthorne School in order to Convert the Property to Educational and Office Uses. The motion carried with nine (9) yeas.

(Copies of the public hearing notice and adopted ordinance will be attached to the official minutes.)

79. The Town Council will hear public comments on an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$1,000,000 to Finance School Department Energy Conservation Measures, and will take any appropriate action.

Chair Daughtry opened the public hearing; hearing no comments, she closed the public hearing.

Town Council Minutes

May 18, 2009

Page 5

Councilor Pols, Councilor King, Councilor Watson, Councilor Favreau, and Chair Daughtry spoke on this item.

A representative from Siemen's Building Technologies responded to Council questions on this item.

Councilor King moved, Councilor Knight seconded, to adopt an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$1,000,000 to Finance School Department Energy Conservation Measures.

Councilor King asked to move the question, which carried with nine (9) yeas.

Councilor King moved, Councilor Knight seconded, to adopt an Ordinance Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$1,000,000 to Finance School Department Energy Conservation Measures. The motion carried with nine (9) yeas.

(Copies of the public hearing notice and adopted ordinance will be attached to the official minutes.)

NEW BUSINESS ITEMS:

- 80. The Town Council will consider setting a public hearing for June 1, 2009, on Municipal Shoreland Zoning amendments to be in agreement with revised Chapter 1000 of the "State of Maine Guidelines for Municipal Shoreland Zoning Ordinance," and will take any appropriate action.**

Councilor Knight, Councilor Watson, and Councilor King spoke on this item.

Anna Breinich, Director of Planning and Development, and Fran Smith, Town Clerk, spoke on this item.

Councilor Pols moved, Councilor Tucker seconded, to set a public hearing for June 1, 2009, on Municipal Shoreland Zoning amendments to be in agreement with revised Chapter 1000 of the "State of Maine Guidelines for Municipal Shoreland Zoning Ordinance."

Councilor King suggested changing the date for the public hearing to June 15, 2009, with Councilor Pols and Councilor Tucker agreeing to amend their motion.

Councilor Pols moved, Councilor Tucker seconded, to set a public hearing for June 15, 2009, on Municipal Shoreland Zoning amendments to be in agreement with revised Chapter 1000 of the "State of Maine Guidelines for Municipal Shoreland Zoning Ordinance." The motion carried with nine (9) yeas.

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

81. The Town Council will consider setting a public hearing for June 1, 2009, on amendments to Chapter 9 (Human Services) of the Municipal Code of Ordinances to increase emergency medical service fees, and will take any appropriate action.

Councilor King moved, Councilor Watson seconded, to set a public hearing for June 1, 2009, on ordinance amendments to Chapter 9 (Human Services) of the Municipal Code of Ordinances to increase emergency medical service fees. The motion carried with nine (9) yeas.

82. The Town Council will discuss the possibility of Federal stimulus money to fund renovations of the Central Fire Station, and determine if any future action is necessary.

This item had been tabled.

83. The Town Council will consider setting a public hearing on a Community Development Block Grant on behalf of Maine Tool and Machine LLC to fund three phase power, and will take any appropriate action.

Councilor Atwood, Councilor Favreau, Councilor King, Chair Daughtry, and Councilor Klatt spoke on this item.

Manager Brown responded to Councilors' questions on this item.

Heather Collins, Southern Maine Chamber of Commerce, spoke in support of this grant.

Art Boulay, 32 Federal Street, spoke in support of this grant.

Councilor Watson moved, Councilor King seconded, to set a public hearing for June 1, 2009, to take public comments on a Community Development Block Grant on behalf of Maine Tool and Machine LLC to fund three phase power for their project. The motion carried with nine (9) yeas.

CONSENT AGENDA:

- (a) Approval of the Minutes of May 4, 2009
- (b) Approval of Games of Chance Licenses and Bingo for Knights of Columbus
- (c) Approval of Utility Location Permits from Maine Natural Gas
- (d) Abatement of certain uncollectable outstanding real and personal property taxes

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

(Copies of the utility permits and memos regarding items (b) and (d) will be attached to the official minutes.)

Town Council Minutes

May 18, 2009

Page 7

Executive Session: Acquisition of property Per 1 M.R.S.A. §405(6)(C)

Councilor Favreau moved, Councilor Watson seconded, go into executive session to discuss Acquisition of property Per 1 M.R.S.A. §405(6)(C). The motion carried with nine (9) yeas.

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

The meeting adjourned at 10:00 p.m.

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

Frances M. Smith
Town Clerk
May 20, 2009

June 1, 2009
Date of Approval

Council Chair

CONSENT AGENDA

ITEM C

BACK-UP MATERIAL

**B. P. O Elks # 2043
179 Park Row, Brunswick ME 04011**

May 11, 2009

Brunswick Town Council
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

Subject Brunswick Lodge of Elks;
Request for Gaming License Approval

Dear Sir or Madam:

The Brunswick Lodge of Elks, #2043 is hereby requesting that the Town of Brunswick provide approval for the Elks Lodge to continue to license and operate various Games of chance for the period July 1, 2009 thru December 31, 2009. The State of Maine requires this approval to be on file in order for the Games of Chance licenses to be issued to the Lodge.

Your approval should be addressed to the Brunswick Lodge of Elks #2043, 179 Park Row, Brunswick, ME. 04011, Attn: Colette Cullen.

Please refer any questions or comments to Colette Cullen or Rodney Bauer at the Elks Lodge, Tel 729-9572.

Thank you for your consideration.

Sincerely,



Colette Cullen
Chairperson, Games of Chance