

BRUNSWICK TOWN COUNCIL

Agenda

June 16, 2014

7:00 P.M.

Council Chambers

Town Hall

85 Union Street

Pledge of Allegiance

Roll Call

Acknowledgment that meeting was properly noticed

Public Comment

Correspondence

Council Committee Updates

Adjustments to the Agenda

MANAGER'S REPORT

- (a) Financial Update
- (b) Recycling and trash pick-up for July 4th Holiday
- (c) Update on idling trains in Brunswick
- (d) Update on the Graham Road landfill issues
- (e) Nomination to the MMA Legislative Policy Committee and ideas for legislation (*Action possible*) (*This item is returning from June 2nd meeting*)

PUBLIC HEARING

- 72. The Town Council will hear public comments on the following Special Amusement License, and will take any appropriate action. (Manager)

Special Amusement

Maine & Noble LLC

D/B/A: Brunswick Hotel and Tavern (New Name)

4 Noble Street

J. Hilary Rockett

HEARING/ACTION

NEW BUSINESS

73. The Town Council will consider adopting a “Resolution Amending the 2013-14 Budget to Appropriate an Additional \$150,000 for the Purpose of the Designing, Renovating, Equipping and Occupancy of the McLellan Building for Municipal Use,” and will take any appropriate action. (Manager) **ACTION**
74. The Town Council will consider setting a public hearing for July 7, 2014, on the Zoning Ordinance amendments relative to eliminating the sixty day restriction for political signs, and will take any appropriate action. (Chair Pols) **ACTION**
75. The Town Council will consider executing the Common Area Maintenance Agreement with MRRA, and will take any appropriate action. (Manager) **ACTION**
76. The Town Council will consider accepting and expending funds from the Brunswick Topsham Land Trust (BTLT) in an amount up to \$11,000 for the purpose of developing maps and other materials in support of applications to the Maine Department of Environmental Protection (MDEP) seeking permits to construct trails within the Kate Furbish Preserve, and will take any appropriate action. (Manager) **ACTION**
77. The Town Council will consider action on the HOME Consortium renewal agreement, and will take any appropriate action. (Manager) **ACTION**

CONSENT AGENDA

- a) Approval of Games of Chance for the Brunswick Lodge of Elks, B.P.O. Elks #2043, 179 Park Row

Brunswick Town Council
Agenda
June 16, 2014
Council Notes and Suggested Motions

COUNCIL COMMITTEE UPDATES

Councilors with information on the Committees they are involved with will share information with the Council and public. The Sidewalk Committee will present recommendations.

MANAGER'S REPORT:

- (a) Financial Update: Mr. Eldridge will update the Council on the Town's financial picture as the fiscal year comes to an end. Copies of financial reports will be posted online, but are not included in your packet

Suggested Motion: No motion is required.

- (b) Recycling and trash pick-up for July 4th Holiday: This item is to inform the public that curbside trash and recycle pick-up will still be on Friday, July 4th even though this day is a holiday.

Suggested Motion: No motion is required.

- (c) Update on idling trains in Brunswick: This item is to provide the Council and public an update on this matter. A copy of an email from Mary Heath regarding this subject is included in your packet. Mr. Eldridge has contacted Patricia Quinn and is awaiting a response.

Suggested Motion: No motion is required.

- (d) Update on Graham Road landfill issues: Mr. Eldridge will update the Council and public on some issues surrounding this location.

Suggested Motion: No motion is required.

- (e) Nomination to the MMA Legislative Policy Committee and ideas for legislation (Action possible) (This item comes back from the June 2nd meeting) This is the Council's opportunity to make a nomination for a position on this Committee that is not exclusive to Brunswick, but can be a Brunswick official. Currently, Abbe Yacoben of Freeport and Elinor Multer of Harpswell share this position on the Committee. You are not required to provide a nomination, and you will appoint to the position that solely belongs to Brunswick at a future time. In addition, MMA is looking for ideas for MMA's 2015-2016 Legislative Agenda. If any Councilors have ideas, you can either provide them at the meeting or via email to Fran Smith so they can be finalized prior to the deadline of June 20th. Copies of the information on nominations and ideas forms are included in your packet.

Suggested motion:

The Council can opt to provide names for nominations, but are not required. The nominee(s) must complete a form giving consent to serve if selected.

PUBLIC HEARING

72. This item is the required public hearing on a renewal Special Amusement License for Brunswick Hotel and Tavern. They are requesting live music. Copies of the public hearing notice and application are included in your packet.

Suggested Motion:

Motion to approve a Special Amusement License for Brunswick Hotel and Tavern, located at 4 Noble Street.

NEW BUSINESS

73. This item is the final action on this budget amendment on the Town Hall renovation as outlined in the “Resolution Amending the 2013-14 Budget to Appropriate an Additional \$150,000 for the Purpose of the Designing, Renovating, Equipping and Occupancy of the McLellan Building for Municipal Use.” This resolution will authorize the additional funds needed to cover the expenses beyond the original approved amounts. The process for amending the budget is outlined in the Town Charter Section 504. Upon the recommendation of the Town Manager, the Town Council may amend the budget. The Council shall hold a public hearing at least 10 days prior to the adoption of any amendment. Any increase to the total budget appropriations for the year shall only be taken from unappropriated available revenue. Copies of a memo from Mr. Eldridge and the draft resolution are included in your packet.

Suggested Motion:

Motion to adopt the “Resolution Amending the 2013-14 Budget to Appropriate an Additional \$150,000 for the Purpose of the Designing, Renovating, Equipping and Occupancy of the McLellan Building for Municipal Use.”

74. This item, sponsored by Chair Pols, considers setting a public hearing for July 7, 2014, on Zoning Ordinance amendments relative to eliminating the sixty day restriction for political signs. At the request of the Council, the Planning Board reviewed existing language that permitted political signs only sixty days prior to an election and mandated removal within five days after the election. Similar language in other communities has been determined to be unconstitutional, so the Council requested the Planning Board to come back with adjustments to the language in light of this. At the end of their process, the Board voted to strike the restriction that limited the time that signs could be up. Copies of a memo from the Planning Department, draft language, and letter from the Town Attorney are included in your packet

Suggested Motion:

Motion to set a public hearing for July 7, 2014, on the Zoning Ordinance amendments relative to eliminating the sixty day restriction for political signs.

75. This item is to consider approving the Common Area Maintenance Agreement with Midcoast Regional Redevelopment Authority (MRRA). MRRA has provided a letter asking that the Town of Brunswick execute the attached “JOINDER TO ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT.” According the letter, “the Reuse Master Plan and Operations Plan for Brunswick Landing envisioned that the cost of maintaining that public infrastructure would be shared among all tenants and land owners at Brunswick Landing.” The CAM fee cost assessed to the Town is “...assessed annually on a proportionate basis of building square footage as a percent of total square footage of buildings at Brunswick Landing.” Copies of a memo from Mr. Eldridge, along with the agreement and an email from the Town Attorney, are included in your packet.

Suggested Motion:

Motion to authorize the Town Manager to execute “JOINDER TO ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT” between the Town of Brunswick and Midcoast Regional Redevelopment Authority.

76. This item follows the Town Council’s previous action of June 17, 2013, when it adopted the Recreation, Trails and Open Space Management Plan for the Kate Furbish Preserve that recommended the development of a comprehensive trail system on the property. To allow for the trail work to proceed in full, regulatory permits will need to be obtained from the Maine Department of Environmental Protection. With this donation of funds from the Brunswick Topsham Land Trust, the Town will be able to engage Stantec Consulting Services to perform the necessary wetland delineation/survey work required for the Town to submit applications for permit consideration. Copies of memo and proposal for services from Stantec are included in your packet.

Suggested Motion:

Motion to accept and expend funds from the Brunswick Topsham Land Trust in the amount of \$11,000 to pay the costs associated with a proposal from Stantec Consulting Services for natural resource survey and environmental permitting work at the Kate Furbish Preserve.

76. This item is to renew the HOME Consortium agreement which was originally executed in June 2008, and renewed in June 2011. The Town is being asked to execute an agreement extending its participation through 2018. Mr. Eldridge reviewed materials from the Brunswick Housing Authority and the Portland’s Planning and Urban Development Department, and he believes the advantages cited as part of the Town’s original participation are still relevant. He recommends the Council support the renewal. Copies of a memo from Mr. Eldridge, along with supportive materials around the original agreement and proposed agreement, are included in your packet.

Suggested Motion:

Motion to authorize the Town Manager to execute documents required for Brunswick’s continued participation in the HOME Consortium.

CONSENT AGENDA

- a) Approval of Games of Chance for the Brunswick Lodge of Elks, B.P.O. Elks #2043, 179 Park Row: This item is the semi-annual approval of games for the Elks. 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 - A
NO BACK UP MATERIALS
IN COUNCIL PACKETS
BUT ON LINE

FOR 2014 11

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
10 Taxes						
111190 41101 Property Taxes	35,022,679	35,022,679	34,954,655.27	720.58	68,023.73	99.8%*
111190 41103 Deferred Property Tax	-200,000	-200,000	.00	.00	-200,000.00	.0%
111190 41104 Tax Abatements	-75,000	-75,000	-126,909.97	-851.93	51,909.97	169.2%
111190 41105 Interest on Taxes	75,000	75,000	51,675.98	5,208.99	23,324.02	68.9%*
111190 41106 Tax Lien Costs Revenu	14,000	14,000	13,776.00	78.00	224.00	98.4%*
111190 41107 Tax Lien Interest Rev	0	0	12,899.15	.00	-12,899.15	100.0%*
111190 41109 Payment in Lieu of Ta	235,000	235,000	137,684.76	500.00	97,315.24	58.6%*
111190 41197 BETE reimbursement	185,780	185,780	147,526.00	148.00	38,254.00	79.4%*
111190 41198 Homestead exemption r	411,673	411,673	312,820.00	.00	98,853.00	76.0%*
111190 41199 Miscellaneous tax adj	3,320	3,320	.00	.00	3,320.00	.0%*
111191 41110 Excise Tax - Auto	2,700,000	2,700,000	2,634,952.90	285,318.51	65,047.10	97.6%*
111191 41111 Excise Tax Boat/ATV/S	24,000	24,000	20,498.20	6,382.80	3,501.80	85.4%*
111191 41112 Excise Tax - Airplane	0	0	4,029.30	.00	-4,029.30	100.0%*
TOTAL Taxes	38,396,452	38,396,452	38,163,607.59	297,504.95	232,844.41	99.4%
TOTAL REVENUES	38,396,452	38,396,452	38,163,607.59	297,504.95	232,844.41	
20 Licenses & Fees						
121111 42207 Passport Fees	8,000	8,000	8,350.00	700.00	-350.00	104.4%*
121111 42208 Postage Fees	0	0	59.80	.00	-59.80	100.0%*
121111 42209 Passport Picture Reve	1,500	1,500	2,628.00	264.00	-1,128.00	175.2%*
121411 42100 Building Permits	110,000	110,000	165,809.28	17,286.04	-55,809.28	150.7%*
121411 42101 Electrical Permits	31,000	31,000	30,566.12	5,151.82	433.88	98.6%*
121411 42102 Plumbing Permits	13,500	13,500	22,058.33	3,907.50	-8,558.33	163.4%*
121611 42200 Hunting & Fishing Lic	1,350	1,350	1,011.60	144.30	338.40	74.9%*
121611 42201 Dog License Fee	2,302	2,302	2,662.00	44.00	-360.00	115.6%*
121611 42202 Vital Statistics	42,000	42,000	46,852.40	4,619.60	-4,852.40	111.6%*
121611 42203 General Licenses	24,500	24,500	20,555.00	3,880.00	3,945.00	83.9%*
121611 42204 Victulars/Innkeepers	21,650	21,650	18,175.00	15,825.00	3,475.00	83.9%*
121611 42205 Shellfish Licenses	20,700	20,700	16,825.00	275.00	3,875.00	81.3%*
121611 42206 Neutered/Spayed Dog L	4,210	4,210	4,842.00	74.00	-632.00	115.0%*
121611 42208 Postage Fees	0	0	285.06	59.97	-285.06	100.0%*
121911 42300 Planning Board Appl F	20,000	20,000	13,032.60	820.00	6,967.40	65.2%*
122121 42400 Fire Permits	700	700	430.00	40.00	270.00	61.4%*
122221 42500 Conc Weapons Permits	600	600	1,055.00	100.00	-455.00	175.8%*
123131 42600 Public Works Opening	500	500	1,248.00	8.00	-748.00	249.6%*
TOTAL Licenses & Fees	302,512	302,512	356,445.19	53,199.23	-53,933.19	117.8%
TOTAL REVENUES	302,512	302,512	356,445.19	53,199.23	-53,933.19	

FOR 2014 11

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
30 Intergovernmental						
131122 43505 FD EMPG grant	15,000	15,000	16,245.06	4,233.70	-1,245.06	108.3%*
131122 43506 FD SAFER grant	20,000	20,000	3,255.00	.00	16,745.00	16.3%*
131132 43103 Highway Grant Fund	208,000	208,000	214,392.00	.00	-6,392.00	103.1%*
131142 43104 State General Assista	27,000	27,000	15,036.40	.00	11,963.60	55.7%*
131190 43102 State Tax Exemption R	26,000	26,000	8,241.45	.00	17,758.55	31.7%*
131192 43101 State Revenue Sharing	1,059,000	1,059,000	932,547.80	126,418.35	126,452.20	88.1%*
131192 43106 Snowmobile Receipts	1,264	1,264	1,588.80	.00	-324.80	125.7%*
134546 43120 State Education Subsi	10,840,108	10,840,108	9,792,515.28	1,366,365.76	1,047,592.72	90.3%*
134546 43121 State Adult Educ. Sub	31,000	31,000	.00	.00	31,000.00	.0%*
TOTAL Intergovernmental	12,227,372	12,227,372	10,983,821.79	1,497,017.81	1,243,550.21	89.8%
TOTAL REVENUES	12,227,372	12,227,372	10,983,821.79	1,497,017.81	1,243,550.21	
40 Charges for services						
141111 44110 Agent Fee Auto Reg	50,000	50,000	47,873.00	5,670.00	2,127.00	95.7%*
141111 44111 Agent Fee Boat/ATV/Sn	1,500	1,500	1,220.00	335.00	280.00	81.3%*
141211 44121 Rental of Property	0	0	500.00	100.00	-500.00	100.0%*
141611 44131 Advertising Fees	0	0	1,368.16	485.61	-1,368.16	100.0%*
142121 44155 Ambulance Service Fee	875,000	875,000	923,930.33	118,404.91	-48,930.33	105.6%*
142121 44166 Special Detail - Fire	1,000	1,000	2,874.08	.00	-1,874.08	287.4%*
142221 44161 Witness Fees	3,000	3,000	3,924.00	.00	-924.00	130.8%*
142221 44162 Police Reports	3,600	3,600	2,798.50	.00	801.50	77.7%*
142221 44163 School Resource Offic	80,000	80,000	80,000.00	.00	.00	100.0%*
142221 44165 Special Detail - Poli	1,000	1,000	20,747.50	3,056.00	-19,747.50	2074.8%*
142221 44167 Dispatch Services fee	139,268	139,268	128,573.35	11,281.79	10,694.65	92.3%*
143431 44175 Recycling Revenue	25,000	25,000	20,826.90	3,665.10	4,173.10	83.3%*
144545 44100 School Tuition, etc	166,411	166,411	100,089.47	896.19	66,321.53	60.1%*
TOTAL Charges for services	1,345,779	1,345,779	1,334,725.29	143,894.60	11,053.71	99.2%
TOTAL REVENUES	1,345,779	1,345,779	1,334,725.29	143,894.60	11,053.71	
50 Fines & Penalties						
151621 45103 Unlicensed Dog Fines	5,000	5,000	6,350.00	300.00	-1,350.00	127.0%*
152121 45104 False Alarm Fire	2,000	2,000	2,450.00	.00	-450.00	122.5%*

FOR 2014 11

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
152121 45107 Fire Code Violation F	0	0	300.00	.00	-300.00	100.0%*
152221 45100 Ordinance Fines	600	600	1,032.00	.00	-432.00	172.0%*
152221 45101 Parking Tickets	20,000	20,000	24,104.00	3,085.00	-4,104.00	120.5%*
152221 45102 Leash Law Fines	600	600	175.00	.00	425.00	29.2%*
152221 45105 False Alarm Police	300	300	15.00	.00	285.00	5.0%*
152221 45106 Restitution	0	0	1,006.38	.00	-1,006.38	100.0%*
TOTAL Fines & Penalties	28,500	28,500	35,432.38	3,385.00	-6,932.38	124.3%
TOTAL REVENUES	28,500	28,500	35,432.38	3,385.00	-6,932.38	
<hr/> 60 Interest earned						
161193 46100 Interest Earned	50,000	50,000	10,242.50	.00	39,757.50	20.5%*
TOTAL Interest earned	50,000	50,000	10,242.50	.00	39,757.50	20.5%
TOTAL REVENUES	50,000	50,000	10,242.50	.00	39,757.50	
<hr/> 70 Donations						
171952 47000 BDC Contrib to Econ D	75,000	75,000	75,000.00	.00	.00	100.0%*
171952 47001 MRRRA - Eco Dev positi	25,000	25,000	16,666.64	2,083.33	8,333.36	66.7%*
171952 47002 MRRRA - MCOG DUES	15,000	15,000	15,000.00	.00	.00	100.0%*
TOTAL Donations	115,000	115,000	106,666.64	2,083.33	8,333.36	92.8%
TOTAL REVENUES	115,000	115,000	106,666.64	2,083.33	8,333.36	
<hr/> 80 Use of fund balance						
181100 48000 Unapprop General Fund	1,000,000	2,415,000	.00	.00	2,415,000.00	.0%*
181100 48001 Bal of State Revenue	20,000	20,000	.00	.00	20,000.00	.0%*
184500 48004 School Balance Forwar	2,800,000	2,800,000	.00	.00	2,800,000.00	.0%*
TOTAL Use of fund balance	3,820,000	5,235,000	.00	.00	5,235,000.00	.0%
TOTAL REVENUES	3,820,000	5,235,000	.00	.00	5,235,000.00	
<hr/> 90 Other						
191011 49000 Administration Miscel	0	0	260.26	.00	-260.26	100.0%*

FOR 2014 11

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
191111 49000 Finance Miscellaneous	1,000	1,000	5,685.71	445.00	-4,685.71	568.6%*
191111 49104 Property & Casualty D	0	0	9,283.00	.00	-9,283.00	100.0%*
191111 49105 Postage & Handling	0	0	2,749.00	266.00	-2,749.00	100.0%*
191111 49106 W/C Proceeds	0	0	9,476.28	.00	-9,476.28	100.0%*
191111 49210 Insurance Proceeds	0	0	9,665.13	.00	-9,665.13	100.0%*
191192 49100 Cable Television	210,000	210,000	174,363.70	58,443.46	35,636.30	83.0%*
191194 49150 Gen Govt Asset Sales	290,066	290,066	76,765.27	.00	213,300.73	26.5%*
191411 49000 Codes Miscellaneous	0	0	10.25	.00	-10.25	100.0%*
191611 49000 Town Clerk Miscellane	1,200	1,200	1,362.00	153.50	-162.00	113.5%*
191911 49000 Planning Miscellaneou	150	150	181.85	1.00	-31.85	121.2%*
192121 49000 Fire Miscellaneous	0	0	774.73	.00	-774.73	100.0%*
192194 49151 Fire Vehicle Sales	0	0	1,500.00	.00	-1,500.00	100.0%*
192221 49000 Police Miscellaneous	10,000	10,000	61,298.45	5.00	-51,298.45	613.0%*
192294 49153 Police Vehicle Sales	13,500	13,500	5,764.75	5,764.75	7,735.25	42.7%*
193131 49000 Public Works Miscella	0	0	24.74	.00	-24.74	100.0%*
193194 49154 Public Works Vehicle	0	0	4,000.00	.00	-4,000.00	100.0%*
194545 49000 School Miscellaneous	120,000	120,000	121,323.10	20,229.35	-1,323.10	101.1%*
195051 49000 Recreation Miscellane	0	0	1,640.33	.00	-1,640.33	100.0%*
199980 48100 General Fund Transfer	675,000	675,000	296,150.96	.00	378,849.04	43.9%*
TOTAL Other	1,320,916	1,320,916	782,279.51	85,308.06	538,636.49	59.2%
TOTAL REVENUES	1,320,916	1,320,916	782,279.51	85,308.06	538,636.49	
GRAND TOTAL	57,606,531	59,021,531	51,773,220.89	2,082,392.98	7,248,310.11	87.7%

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

FOR 2014 11

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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00 Fill							
19000 General Fund Transfers Out	1,435,975	2,856,475	2,856,475.00	.00	.00	.00	100.0%
TOTAL Fill	1,435,975	2,856,475	2,856,475.00	.00	.00	.00	100.0%
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10 General Government							
11000 Administration	487,927	487,927	507,210.10	33,293.66	.00	-19,283.10	104.0%
11100 Finance Department	680,948	680,948	620,259.39	79,517.61	1,092.66	59,595.95	91.2%
11150 Technology Services Dept	328,531	328,531	331,147.05	27,902.10	9,897.25	-12,513.30	103.8%
11200 Municipal Officers	126,615	126,615	71,896.68	1,455.12	.00	54,718.32	56.8%
11210 Munic Bldg - 85 Union	0	0	55,625.74	23,508.09	.00	-55,625.74	100.0%
11220 Munic Bldg - 28 Federal	166,850	166,850	110,075.10	332.03	.00	56,774.90	66.0%
11230 Risk Management	414,750	414,750	433,722.49	-4.07	.00	-18,972.49	104.6%
11240 Employee benefits	0	0	-122,522.71	-10,180.01	.00	122,522.71	100.0%
11250 Cable TV	37,360	37,360	33,957.15	4,171.42	275.12	3,127.73	91.6%
11300 Assessing	297,218	303,368	237,197.14	29,408.88	1,475.73	64,695.13	78.7%
11600 Town Clerk & Elections	356,478	356,478	298,940.09	35,756.77	6,545.00	50,992.91	85.7%
11900 Planning Department	541,059	546,959	453,558.19	57,704.45	41,402.51	51,998.30	90.5%
11950 Economic Development Dept	104,564	104,564	75,999.16	10,778.89	.00	28,564.84	72.7%
TOTAL General Government	3,542,300	3,554,350	3,107,065.57	293,644.94	60,688.27	386,596.16	89.1%
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20 Public Safety							
12100 Fire Department	2,985,969	3,010,869	2,648,788.47	300,183.48	48,088.17	313,992.36	89.6%
12150 Central Fire Station	41,054	41,054	36,882.95	2,268.15	.00	4,171.05	89.8%
12160 Emerson Fire Station	50,350	50,350	32,228.86	5,412.02	1,030.00	17,091.14	66.1%
12200 Police Department	3,684,953	3,691,862	3,211,174.78	405,680.42	48.26	480,638.81	87.0%
12210 Police Special Detail	0	0	19,343.99	4,224.66	.00	-19,343.99	100.0%
12220 Emergency Services Dispatch	721,909	721,909	648,248.55	76,469.83	.00	73,660.45	89.8%
12250 Police Station Building	68,730	68,730	59,059.35	7,838.52	.00	9,670.65	85.9%
12310 Streetlights	205,000	205,000	171,930.71	14,967.63	.00	33,069.29	83.9%
12320 Traffic Signals	31,600	31,600	23,206.29	840.85	.00	8,393.71	73.4%
12330 Hydrants	429,178	429,178	307,881.80	.00	.00	121,296.20	71.7%
12340 Civil Emergency Preparedness	2,000	2,000	800.00	.00	.00	1,200.00	40.0%
TOTAL Public Safety	8,220,743	8,252,552	7,159,545.75	817,885.56	49,166.43	1,043,839.67	87.4%

FOR 2014 11

30	Public Works	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>								
30	Public Works							
<hr/>								
13100	Public Works Administration	414,090	414,090	372,068.41	45,782.15	1,490.00	40,531.59	90.2%
13110	PW General Maintenance	1,629,304	1,629,304	1,391,434.10	131,883.93	49,695.36	188,174.54	88.5%
13130	Refuse Collection	573,143	573,143	494,218.62	92,367.06	58,023.70	20,900.68	96.4%
13140	Recycling	289,743	289,743	244,792.74	48,213.18	64,507.10	-19,556.84	106.7%
13150	PW Central Garage	781,964	781,964	715,583.45	76,795.93	93,176.40	-26,795.85	103.4%
	TOTAL Public Works	3,688,244	3,688,244	3,218,097.32	395,042.25	266,892.56	203,254.12	94.5%
<hr/>								
40	Human Services							
<hr/>								
14100	General Assistance	170,106	170,106	152,968.85	18,231.78	633.56	16,503.59	90.3%
14120	Health & Social Services	2,744	2,744	2,080.72	.00	.00	663.28	75.8%
	TOTAL Human Services	172,850	172,850	155,049.57	18,231.78	633.56	17,166.87	90.1%
<hr/>								
45	Education							
<hr/>								
14500	School Department	35,570,775	35,570,775	27,595,680.36	3,136,219.57	.00	7,975,094.64	77.6%
	TOTAL Education	35,570,775	35,570,775	27,595,680.36	3,136,219.57	.00	7,975,094.64	77.6%
<hr/>								
50	Recreation and Culture							
<hr/>								
15000	Recreation Administration	435,014	435,014	383,770.24	46,733.83	.00	51,243.76	88.2%
15050	Rec Buildings and Grounds	657,996	662,107	518,389.81	76,299.97	25,194.84	118,522.35	82.1%
15150	Rec Federal St Building	15,840	15,840	14,794.97	842.26	.00	1,045.03	93.4%
15250	Rec Building 211	122,151	122,151	68,074.78	5,979.47	1,377.50	52,698.72	56.9%
15300	Teen Center	10,000	10,000	10,000.00	.00	.00	.00	100.0%
15310	People Plus	105,000	105,000	104,630.15	.00	.00	369.85	99.6%
15400	Curtis Memorial Library	1,215,000	1,219,900	1,126,083.11	99,916.67	.00	93,816.89	92.3%
	TOTAL Recreation and Culture	2,561,001	2,570,012	2,225,743.06	229,772.20	26,572.34	317,696.60	87.6%
<hr/>								
60	Intergovernmental							

FOR 2014 11

60	Intergovernmental	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16000	County tax	1,249,487	1,249,487	1,249,487.00	.00	.00	.00	100.0%
	TOTAL Intergovernmental	1,249,487	1,249,487	1,249,487.00	.00	.00	.00	100.0%
<hr/>								
70	Unclassified							
17000	Promotion and Development	160,258	154,758	149,386.34	20,011.48	.00	5,371.66	96.5%
17010	Additional School Assistance	10,000	10,000	10,000.00	10,000.00	.00	.00	100.0%
17020	Cemetery Care	3,000	3,000	1,750.00	500.00	.00	1,250.00	58.3%
17030	Wage Adjustment Account	68,000	68,000	.00	.00	.00	68,000.00	.0%
17052	School Master Plan	0	14,527	.00	.00	14,526.97	.00	100.0%
	TOTAL Unclassified	241,258	250,285	161,136.34	30,511.48	14,526.97	74,621.66	70.2%
<hr/>								
80	Debt Service							
18010	2003 High School Refunding Bo	0	0	-.50	.00	.00	.50	100.0%
18020	2006 CIP G/O Bonds	260,000	260,000	260,000.00	.00	.00	.00	100.0%
18030	2011 GO CIP Bonds	269,450	269,450	269,450.00	.00	.00	.00	100.0%
18040	Police Station Bond	394,448	394,448	387,911.94	.00	.00	6,536.06	98.3%
18050	2010 Elementary School Bond	0	0	-195,397.59	.00	.00	195,397.59	100.0%
	TOTAL Debt Service	923,898	923,898	721,963.85	.00	.00	201,934.15	78.1%
	GRAND TOTAL	57,606,531	59,088,928	48,450,243.82	4,921,307.78	418,480.13	10,220,203.87	82.7%

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

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

MANAGER'S REPORT - C BACK UP MATERIALS

Email from Ms. Heath

From: Mary Heath

Date: June 6, 2014, 1:51:01 PM EDT

To: "John Eldridge

Cc: Jane Millett

Subject: Amtrak Train Idling at Cedar Street

Dear Mr. Eldridge,

I am writing to request that as the Brunswick Interim Town Manager you write to NNEPRA requesting the installation of a Commercial Power Supply to Amtrak engines during their layover periods in Brunswick at the Cedar Street location.

Currently Amtrak Diesel engines idle seven days a week for up to six hours on the tracks near Cedar St., from approximately 12:55 to 5:50 pm.

It has been well documented that the exhaust from these old dirty engines, manufactured prior to 2002, is highly toxic and pose a cancer risk *greater than any other air pollutant*. Diesel exhaust has been categorized by The World Health Organization as a known carcinogen. These engines would violate EPA standards and be in violation Federal law if build today. As a RN I currently working in a practice that specifically focuses on preventive health. I consider this violation unfair, unjust, unhealthy, and unacceptable.

In August, 2012 the FRA was granted a Categorical Exclusion for construction of a siding track near the Bouchard St. neighborhood to allow Amtrak trains to sit and idle during layovers. The FRA stated an auxiliary power source was to be provided. That was never done. Patricia Quinn stated in a e mail to a member of the Brunswick West Neighborhood Coalition in October, 2012, that "NNEPRA doesn't intend to put power out there this Fall." Trains have been idling ever since; for the past 3-4 months on the tracks just west of Brooks. I am aware that a power source can only be used when temperatures are above 40 degrees F. At that point the engine will automatically shut on. However the summer months are when windows are open and folks are outside enjoying their gardens and yards. Cedar St also experiences a lot of foot traffic to and from downtown.

My neighborhood consists of families with young children from toddlers to elementary school age children to people in their late eighties. One of my neighbors is expecting a baby in July. Theses are the people most vulnerable to the effects of these toxic fumes.

There is a precedent for a commercial power source near Cedar Street. In 2004 a so called "temporary train station" installed in the DOT lot between what in now Downeast Energy and the bridge over Spring St. It was cleared for parking and passenger access to the train going up to Rockland in the summer. All the vegetation, including mature trees, were removed to accommodate up to 200 cars. (it remains an eye sore today.) Neighbors were never notified. My councilwoman at the time, Barbara Demaris had no knowledge of this, nor evidently did the the Town Manager! Trains idled for hours on end. Several neighbors vigorously complained

about the fumes and the noise. Mat Eddy, a Town Planner at the time, worked with the train people and a commercial power outlet was installed. It was a tremendous relief!

The NNEPRA's answer to idling trains has been to build a Maintenance Train Facility on the tracks near Bouchard Street. As you know the opposition to that proposal has been well organized, clear and well documented. The FRA decision is still pending. Even if a MLF is built it will be a long time before it becomes operational. There is mitigation work to be done, also significant track work down the line in order to make it possible. Meanwhile we are exposed on a daily basis to these dangerous fumes.

My neighbors and I would appreciate your support in this matter and ask that you make a request for a Commercial Power Source to NNEPRA for Amtrak trains currently idling near Cedar St. There are CMP power lines close to where the Amtrak train idles. The current situation has gone on too long. It can be resolved.

Thank you for your consideration in this matter.

Mary Heath
10 Cedar Street
Brunswick, ME 04011

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: June 16, 2014

RE: Idling Trains

As you know, the Town continues to receive complaints about fumes, noise, and vibration from trains idling in Brunswick. As a result of a recent complaint, on Friday I spoke to Patricia Quinn, Executive Director of the Northern New England Passenger Rail Authority (NNEPRA). She clarified that there are essentially two reasons to keep the trains idling. In the cold weather, below 50 fifty degrees, the trains idle to keep the diesel fuel from gelling. At warmer temperatures, the trains idle to generate electricity to power various components such as refrigeration and air conditioning. So, essentially the trains will idle at all times unless a secondary power source is available. Even then, trains will idle in cold weather.

Faced with similar complaints about Maine Eastern trains, the Town received a grant in 2004 and installed a head-end power supply near Cedar Street. This allowed the trains to be plugged in, eliminating the need to idle. That head-end power supply no longer exists, having since been removed.

According to Patricia Quinn, NNEPRA considered installing a head-end power supply at the Brunswick West site. Apparently its location at Brunswick West would be complicated by the future construction of the layover facility. Essentially NNEPRA would want to route the feed to the head-end power so that it didn't interfere with the future construction of the layover facility and tracks. She indicated this increased the cost. NNEPRA also considered re-installing a head-end power supply at Cedar Street at an estimated cost of \$50,000 to \$60,000. NNEPRA decided not to pursue that option given that it expected by now to be under construction of the layover facility. Patricia pointed out that construction of a head-end facility at either location would require time to complete, perhaps a few months. By then, cold weather would again be the reason to idle the trains.

While cost is always a factor Patricia indicated that she and the NNEPRA Board understand that this is ultimately a quality of life issue. While they will continue attempts to locate the idling trains at different sites so that neighborhoods get some relief, she suggested that the Town Council request, at the June 23rd NNEPRA Board meeting, reconsideration of the head-end power supply. Again, this may provide limited relief in the warmer months.

On a related matter, there continues to be a "coming soon" expectation of the Federal Rail Administration's decision on NNEPRA's environmental assessment submission for the layover facility.

MANAGER'S REPORT - D BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: June 16, 2014

RE: Graham Road Landfill

The Town of Brunswick has operated a solid waste landfill at Graham Road since 1984. The landfill is licensed by the Maine Department of Environmental Protection (“DEP”) and operates under a variety of environmental laws and regulations. Essentially the Town has two DEP licenses – one, issued by the DEP Bureau of Remediation and Waste Management, governs the operation of the landfill and a second, issued by the DEP Bureau of Land and Water Quality, governs the discharge of wastewater to the Androscoggin River. Continued operation of the landfill requires renewal of the licenses, typically five year terms, as well as continued compliance with the laws and regulations.

Wastewater Issues

The landfill has a series of three lagoons designed to collect and treat leachate and runoff before discharging that effluent to the Androscoggin River. The landfill’s wastewater discharge license, issued in 2004, expired in November 2009. The Town applied for a renewal of that license in December 2009. For several years prior to the expiration of the license, and continuing beyond the expiration of the license, the Town has worked with the DEP to comply with, or seek waivers from, certain discharge parameters set by the United States Environmental Protection Agency (“EPA”). Of particular concern is the concentration of ammonia in the wastewater being discharged. Late in 2010 the Town learned the waivers it sought, as specifically identified in the 2004 license, were not available. In fact, according to the EPA, the window of opportunity for these waivers had closed in 2001.

It must be mentioned that there is universal agreement that the Town’s failure to meet the ammonia standard is not a water quality issue. It has been estimated that the landfill discharges the equivalent of 3.5 gallons of ammonia per day, with five months averaging less than one gallon per day. Other facilities licensed to discharge wastewater to the Androscoggin River have limits many times greater. It seems simply to be a matter of different rules for different operations, with the rules governing solid waste landfills quite limiting. Many have agreed that this standard should not apply to Brunswick’s Graham Road Landfill. Some have gone so far as to describe the situation as “bad law” and “bad bureaucracy.”

In 2012 the Town and DEP agreed to cooperate on developing a solution to the wastewater issues, and, late that year, constructed an experimental treatment facility (aka “pilot plant”), which the Town and DEP continued to operate through the spring of 2014. While the DEP has yet to release its official report on the pilot plant’s effectiveness, the results appear mixed. The plant did not consistently reduce ammonia concentrations to levels that would comply with the EPA standard and the Town and DEP have had very preliminary conversations about next steps. One possibility is the construction of another pilot plant to continue testing. However, DEP’s position has been, and continues to be, that the Town must ultimately comply with the EPA standard. Preliminary engineering estimates for the construction of an on-site treatment facility are in the range of one to two million dollars. Other treatment options to consider

include trucking, or the construction of a pipeline, to transport wastewater to the Brunswick Sewer District.

As DEP feels constrained by the EPA regulations, the Town has also attempted to get relief at the federal level. Unfortunately, those efforts have not been fruitful. Again, despite nearly universal agreement that this standard should not apply Brunswick's landfill, there seems to be a universal inability to get relief from the standard.

Groundwater Issues

Brunswick is required to maintain groundwater monitoring wells (currently twelve) at the landfill. While the Town awaited the DEP's final report evaluating the effectiveness of the pilot plant, it learned that DEP's Remediation and Waste Bureau had concerns about groundwater contamination trends at the landfill. To better understand the groundwater issues, the Town, through its consulting engineer, Woodard and Curran, has had conversations with DEP staff. According to Woodard and Curran, the solid waste regulations define contamination as the downgradient wells having a "statistically significant" increase from background wells. This situation appears evident at Graham Road landfill in at least some of the downgradient wells. Interestingly, the groundwater quality at the Graham Road landfill is actually quite good on a relative basis, as in 2013, only 3 parameters (Arsenic, Iron and Manganese) exceeded state and federal drinking water standards. While strict, the DEP definition of groundwater contamination at a landfill means that the Town is eligible for closure funding from the State's Landfill Remediation and Closure fund. The knowledge that the landfill continues to be a financial burden and the potential for reimbursement led DEP staff to suggest that the Town consider closing the facility. It should be emphasized, however, that DEP is not requiring closure of the landfill. DEP states that it is very open to discussing all possible options related to the landfill's future.

Summary and Recommendation

Over the past three years, the Town has conceded that without relief from the wastewater discharge requirements, expensive treatment options would require the Town to consider a premature closure of the landfill. Currently the Town does not have sufficient funds to close the facility so DEP's recent communication about the potential for financial assistance presents an opportunity. However, should the Town wish to pursue this option, time is of the essence. A closure would require the development and approval of a closure plan, and time to complete the closure itself. We are told that under current law, closure would need to be accomplished by December 2015 in order to be eligible for reimbursement. While previous legislatures have extended the eligibility dates, there are no guarantees that the 2015 deadline will be extended.

Even if the Town could obtain relief from the ammonia standards, the landfill continues to be a costly operation. Further, new standards will continue to be promulgated which will continue to cause uncertainty with each license renewal. Given the possibility of closure reimbursement, the Town should consider establishing a task force to:

- explore the closure option;
- evaluate future solid waste disposal options;
- consider accelerating the acceptance of waste in order to maximize tipping fee revenue as another potential revenue source to fund closure;
- work with our legislative and congressional delegation to obtain relief from the regulations and to obtain funding for potential solutions, including closure.

MANAGER'S REPORT - E BACK UP MATERIALS



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

To: MMA's Key Municipal Officials
From: Peter Nielsen, President, Maine Municipal Association
Date: May 8, 2014
Re: Nominations to MMA's Legislative Policy Committee

We are beginning the process to elect 70 municipal leaders to the MMA Legislative Policy Committee. Given the importance of the LPC to MMA's overall mission, I urge you to help us identify nominees for service during the 2014-2016 biennium.

The LPC brings elected and appointed officials together from towns, cities, and regions across the state. Its purpose is "to define municipal interests and to maximize those interests through effective participation in the legislative process." Operating like a town meeting, usually on Thursday, the LPC sets MMA's public policy positions for representation in the State House.

The new LPC will prepare its desired directions for submission to the Legislature in January 2015. It will respond to the Governor's and legislators' initiatives. MMA staff follows through on the LPC's directions. I've served in different years since the early 1990's. My experience is that some of the best and most productive conversations occur in the LPC Subcommittee meetings on Thursday mornings. Participation produces results, often with eventual statewide effect.

A Nomination Form is enclosed. Two municipal officials are elected from each of Maine's 35 Senate Districts. What follows is background information on the process of election, and the suggested time commitment to serve.

I've found the LPC to be a powerful mixture of seasoned veterans who find continued service worthwhile, and new members with fresh concerns and insights. The results help make MMA an important player in the Maine legislative process. Think about giving it a try. Thanks.

Background Information. Any elected or appointed municipal official holding office in any MMA member community is eligible to serve on the Committee. There are two seats on the LPC for each State Senate District. Members serve two-year terms, representing their own community and the other municipalities in their Senate District.

LPC activities require a time commitment of approximately ten hours a month during legislative sessions (i.e., during the first 4 months of each calendar year) which includes attendance at the monthly meeting and contacts with other communities and legislators in the district as issues arise. The LPC is also engaged in the development of MMA's legislative agenda during the fall and early winter of each even-numbered year, which typically involves at least one additional meeting in Augusta. All mileage

(over)

expenses are reimbursed. MMA's strength as a municipal advocate depends on the active help of a dedicated LPC membership.

More information about MMA's Legislative Policy Committee and the Association's entire advocacy program can be found at the Legislative/Advocacy link at MMA's website <http://www.memun.org/LegislativeAdvocacy/TheLPCHandbook.aspx>. In particular, the *LPC Handbook* describes the Association's overall policy development process and procedures in more detail.

Nomination Process

Your municipality is entitled to nominate a representative to the LPC.

- The nominee may be either elected or appointed, but must be serving currently as a municipal official.
- You may nominate any municipal official from any member town or city within your Senate/LPC District; you do not have to nominate someone from your municipality.
- The names and brief bios of all municipal officials properly nominated will appear on the LPC ballot, which will be distributed on June 23rd.

Nominee Profile

Because the municipal officers may not be familiar with a nominee from another municipality, a brief description of each nominee who completes the enclosed **Nominee Profile Sheet** will be provided with the ballots that are distributed in late June. Please make sure that the person you nominate has a chance to complete the Nominee Profile Sheet and that it is returned to MMA with the Nomination Form.

Deadline for Submitting Nomination



The Chairman of your Board of Selectman, Council or Assessors (the "nominator") *and the nominee must sign* the nomination form for it to be valid.



The form must be returned to MMA by 5:00 p.m. on June 19, 2014, to be counted. Ballots will be mailed out immediately after the nomination process closes, so make sure the nomination form is received by MMA by that deadline. Please return the nomination form to **Laura Ellis** at MMA either by mail (60 Community Drive, Augusta, Maine, 04330), by FAX (624-0129) or by email (Lellis@memun.org).

If you have any questions, please call MMA's State and Federal Relations staff at 1-800-452-8786 or 623-8428.



Maine Municipal Association

60 COMMUNITY DRIVE
AUGUSTA, MAINE 04330-9486
(207) 623-8428
www.memun.org

To: Maine's Selectmen, Town or City Councilors, and Key Officials
Fr: Geoff Herman, Director of State and Federal Relations
Re: Election of the Legislative Policy Committee
Development of the Association's 2015-2016 Legislative Agenda
Date: May 19, 2014

With the attached survey we are seeking your input to establish the legislative priorities of Maine's elected town and city leaders for the upcoming legislative session.

Background: As we hope you are aware, MMA's public policy positions are determined by the Association's 70-member Legislative Policy Committee (LPC). The election process for 2014 is currently underway, and a new Legislative Policy Committee will be "seated" in mid-August. A listing of the newly elected members will be posted on MMA's website and published in the December 2014 edition of the Maine Townsman. Municipal officials will also be able to obtain a copy of the list by contacting Laura Ellis at 1-800-452-8786 or lellis@memun.org.

The overall charge to the Legislative Policy Committee is to determine the Association's position on matters of public policy (such as legislation or regulation) related to local government. That task can be broken down into proactive and reactive components.

Proactively, the LPC is asked to develop the Association's legislative agenda for the upcoming two-year legislative cycle. That legislative agenda represents the changes to the laws the state's elected municipal leaders would like to see enacted. If MMA is going to be promoting a legislative agenda over the next two years, the specific bills Maine's municipal leaders would like to see advanced to the Legislature must be fully developed, written, reviewed and approved by the LPC and provided to a sponsoring legislator by mid-December. For background information, a description of the various legislative agendas MMA has advanced over the last 16 years is attached to this memo.

On the reactive side, after the next Legislature convenes in January, hundreds of municipally-related bills submitted by others will be taken up by Maine's lawmakers for consideration. The LPC will be charged with determining the Association's positions on those bills.

With respect to both responsibilities, each LPC representative is charged with representing the interests of the municipal leaders located throughout that representative's State Senate District. To assist with that effort, please feel free over the next two years to contact your LPC representatives and let them know where you stand on the issues that are important to your community.

(over)

What do you think needs to be done legislatively? The very first task that the LPC is going to undertake is the development of MMA's legislative agenda for the 2015-2016 biennium. That process begins by brainstorming a grand list of all the possible ideas for necessary legislation that the elected municipal officers of Maine would like to see.

That is where you come in.

We need your assistance in generating a list of important municipal public policy issues you would like to see submitted to the Legislature for consideration.

If you have only one idea for legislation or several, they are all welcome. If your ideas are as large as comprehensive tax reform or as small as fixing the way the fence viewing statute is worded, they are still welcome. Our goal is to get as long and broad a list of suggestions as possible. As soon as the list of your ideas is created, the Legislative Policy Committee can begin prioritizing those suggestions and assembling the municipal agenda to present to the next Legislature in January. If you do not think the Association should be advancing a legislative agenda, there is a place in the survey to make that suggestion as well.

Our only request is that you provide enough detail about your proposal so that there will be no confusion about its intent or impact. For example, "advancing tax reform" does not, in itself, provide enough guidance. For this example, the major elements of the tax reform proposal should be described, or a reference should be made to a tax reform proposal that has been previously advanced.

Finally, if you provide us with contact information in the space provided in the survey, we will be sure to contact you if your legislative proposal fails to make the LPC's final agenda so that you will have an opportunity to have the legislation submitted on your own behalf. If that should occur and you would like to explore that option, we would be glad to provide you any assistance, such as drafting the legislative proposal or connecting with your local legislative sponsor.

Thank you very much for taking the time to fill out this survey. If you could either FAX your response to 624-0129 or mail it back in the pre-addressed, stamped envelope no later than **June 20, 2014** it would be most appreciated.

Ideas for MMA's 2015-2016 Legislative Agenda

Name: _____ Municipality: _____

Contact information: Telephone: _____

E-mail address: _____

Ideas for legislation: (please use as much space as may be necessary on the back or on additional sheets of paper to provide clear details of your proposal)

1. _____

2. _____

3. _____

4. _____

5. _____

I don't think MMA should advance a legislative agenda during the 2015-2016 legislative session. (Check here if you agree) _____

Thank you for filling out this survey. Please either FAX your response to 624-0129 or enclose the survey in the stamped, self-addressed envelope and mail it back to MMA no later than June 20, 2014.

MMA's Legislative Agenda: 1997-2014

A brief review of the Association's legislative platforms over the last several biennia reveals MMA's longstanding interest in the area of tax policy.

1997-1998. During the 118th Legislature, MMA pushed for comprehensive tax reform that included the creation of a \$20,000 "Homestead" property tax exemption to help balance the state tax code's over-reliance on property tax revenue. That bill was quickly killed in committee. In 1998, however, a \$7,000 Homestead property tax exemption was enacted.

1999-2000. MMA advocated for a five-plank platform during the 1999-2000 legislative biennium that included an improved Local Road Assistance program, a more accountable school budget development process at the school district level, and the establishment of standards of eligibility for the "charitable" property tax exemption. Success was achieved on four of the five planks. All attempts to put more accountability in the charitable exemption law were killed in committee.

2001-2002. A seven-plank program was advanced during the 120th Legislature, including a proposal to increase municipal revenue sharing, address once again the "charitable" exemption law, close a loophole regarding the tax exemption for "pollution control" equipment, and improve the reimbursement formula governing the "current use" tax programs. Only the revenue sharing increase was enacted, but the actual implementation of that increase has been repeatedly delayed by the Legislature ever since its enactment, and was finally repealed in 2009.

2003-2004. "Question 1A" represented MMA's entire legislative platform during the 121st Legislature. The failure of the Legislature to tackle the related issues of tax reform and property tax relief prompted MMA to proceed with the citizen-initiative approach in 2002. The "School Finance and Tax Reform Act of 2003" – what came to be known as "Question 1A" – was developed within MMA in 2002 by a group of 12 municipal leaders from across the state. The initiative was presented to the Legislature after it received a record 100,000 signatures of support in November 2002. For the next 18 months it was fiercely opposed by the political, media and business establishment before finally being adopted by the voters on June 8, 2004.

2005-2006. MMA's LPC adopted an eight-plank legislative platform for the 122nd Legislature, including proposals to give municipalities more authority over street light ownership and operations, restrict the state from scheduling statewide bond referenda outside of the normal

primary and general election schedules, and ensure that motor vehicle fine revenue earmarked for local government actually gets distributed to the towns, cities and counties that are entitled to receive that financial support. In addition to MMA's legislative platform, the Association closely monitored the Legislature's enactment of its "property tax reform" legislation (LD 1) in 2005. LD 1 was the Legislature's replacement version of the initiative adopted by the voters on June 8, 2004.

2007-2008. During this biennium, MMA advanced proposed changes in law that would: (1) bring more accountability and stability to the Tree Growth "current use" tax program; (2) establish more predictability and stability in the revenue sharing distribution system; (3) enhance the ability of municipalities to charge tax exempt institutions certain service fees to help pay for the municipal services the exempt corporations receive; and (4) further develop the governmental spending and accountability issues that appear to have been the driving force behind various tax and spending limitation initiatives advanced in recent years through the citizen initiative process. None of the proposals were adopted by the Legislature as written, but identifiable progress was made on all four fronts.

In addition to the Association's legislative agenda, MMA's advocacy staff worked closely this session with the Legislature and with stakeholders on the bill to create a unified state-county corrections system and freeze the property tax contribution for county jails, as well as the bills to correct the many problems associated with the 2007 school consolidation law.

2009-2010. MMA continued to support comprehensive tax reform in 2009 by urging the newly-elected 124th Legislature to take a second look at the 2007 comprehensive tax reform package that failed final enactment. In addition, MMA caused seven substantive bills to be submitted, which included:

- **Exempt property.** A bill establishing a system whereby a municipality, through the adoption of an ordinance, could require certain tax exempt institutions to pay a service fee for vital municipal services such as public safety and snow removal.
- **Revenue Sharing.** A bill designed to prevent the Legislature from continuing to raid the municipal revenue sharing program through its abuse of the Local Government Efficiency Fund.
- **The integrity of education subsidy.** A bill to prevent the Legislature from using the school subsidy appropriation to fund state personnel costs and other state programs.

- **School consolidation.** A bill to convert the financial penalty for failing to meet the school consolidation standards into an incentive system to reward school consolidation efforts.
- **Building Codes.** Two codes-related bills were submitted. One bill was designed to clean-up legislation enacted in 2008 creating a uniform statewide building code. The second provided an opportunity for qualifying municipalities to be delegated the authority to conduct the life safety review of commercial building plans, rather than the State Fire Marshal's Office, in order to allow for a one-stop-shopping development review process at the local level.
- **Credit Cards at City Hall.** A bill allowing municipal governments to pass through to the consumer the credit card "merchant fees" that credit card companies charge to municipalities that accept credit cards.

No progress was made with respect to the exempt property issue, but every other MMA bill was satisfactorily addressed in one way or another before the Legislature finally adjourned in 2010.

2011-2012. In recognition of the difficult economic times, MMA's legislative agenda for the 2011-2012 biennium focused on fixing problems, some large and some small, rather than promoting comprehensive reforms or fundamental structural change. A majority of the 16 bills developed by the Legislative Policy Committee and presented to the Legislature in early 2011 dealt with generally small but troubling state mandates that make it unnecessarily more difficult or expensive for local government to do its job. Included in the package of "anti-mandate" bills were measures to address an inequitable state boiler inspection system, the fledgling uniform state building code program, the expensive newspaper notice mandate, and municipal snow dump licensing requirements. There was also a bill to improve the level of municipal control over the local street lighting program. While progress was made on many of these fronts, the bigger bills advanced by MMA in 2011, such as the bills to better protect the municipal revenue sharing program and address the state's policy on property (and excise) tax exemptions, were killed off at the Committee level.

2013-2014. Coming off the heels of a 2012 legislative session that resulted in an unprecedented \$84.5 million "transfer" of municipal revenue sharing dollars to state coffers, MMA's 70-member Legislative Policy Committee (LPC) developed a 2013-2014 agenda focused on "protecting the core". As a result, the Association's primary advocacy efforts were dedicated to: (1) stopping legislative raids on municipal revenue sharing; (2) reversing the trend by moving toward, rather than away from, the state's obligation to fund 55% of the cost of K-12 education; (3) making sure that appropriate investments are made in the state's transportation infrastructure;

and (4) finding alternative sources of financial assistance and more cost effective ways for municipalities to comply with the wastewater, drinking water and stormwater mandates embedded within the federal Clean Water Act. In conjunction with its “protect the core” mission, the LPC advanced six specific pieces of legislation proposing to: (1) issue a \$100 million transportation bond; (2) provide greater municipal representation in the state road turnback process; (3) provide state aid for repairing public infrastructure damages resulting from a localized natural disaster; (4) directly link the cash circuitbreaker benefit with the responsibility to pay property taxes; (5) provide financial assistance to municipalities and counties in conforming with the quality assurance review mandate for medically related E-9-1-1 calls; and (6) create a limited exemption to the “public records” definition for e-mail addresses in the municipality’s possession that are used exclusively for providing one-way notifications.

Despite the Association’s “protect the core” efforts, the FY 2014-2015 budget adopted by the Legislature in 2013 transferred to state coffers an additional \$159 million in municipal revenue sharing resources over the biennium. A \$100 million transportation bond and \$10 million water quality protection bond were approved by the Legislature and sent to the voters. The public records legislation was enacted. As a result of the Legislature’s action to repeal the Circuitbreaker program and replace it with a “property tax fairness credit” embedded into the state’s income tax code, the legislation seeking to link circuitbreaker cash benefits with the responsibility to pay property taxes was no longer necessary. The state road turnback bill was killed at the Committee level, as were the localized natural disaster and medically related E-9-1-1 quality assurance review bills.

Handwritten notes in the left margin, including the words "Handwritten" and "Notes".

Main body of handwritten text, consisting of several paragraphs of cursive script. The text is mostly illegible due to fading and blurring.

Handwritten notes in the right margin, including the words "Notes" and "Handwritten".

ITEM 72

BACK UP MATERIALS



Town Clerk's Office
85 Union Street
Brunswick, ME 04011

PUBLIC HEARING

The Municipal Officers of the Town of Brunswick will hold a Public Hearing at the Council Chamber, Municipal Office Building, 85 Union Street, Brunswick, at 7:00 P.M. on 6/17/2014 on the following Special Amusement license applications:

Special Amusement

Maine & Noble LLC

D/B/A: Brunswick Hotel and Tavern (New Name)
4 Noble Street

J. Hilary Rockett

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

TOWN OF BRUNSWICK

85 Union Street Brunswick, Maine 04011 TEL: (207) 725-6658 Fax: (207) 725-6663

APPLICATION FOR SPECIAL AMUSEMENT LICENSE

Please complete:

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

Partnership-Partner's Names: _____

Corporation-Corporation Name: _____

Incorporation Date: _____ Incorporation State: _____

New License: Opening Date _____ Renewal License **WAS INN at Brunswick station**

Business Name: Brunswick Hotel and Tavern E-Mail: thebrunswickhotelandtavern.com

Business Address: 4 Noble St Business Phone Number: 207-837-6565

Name of Contact Person: Richard Martin Contact's Phone Number: 207-837-6565

Mailing Address for Correspondence: R Martin thebrunswickhotelandtavern.com

Signature of Owner, Officer, Partner or Agent:  _____

Date: 5/18/14

Corporations Please Complete:

Address of Incorporation: 4 Noble St. Brunswick, Me Phone #: 207-837-6565

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership
<u>J. H. Rockett Jr.</u>	<u>Owner</u>	<u>Mablehead, MA</u>	<u>100%</u>

Town Clerk Use Only

License Fee \$100.00 Paid Advertising Fee \$ _____ Paid

Required Approvals: Finance Codes/Fire Council PH Date: 6-17-14

Mailed or Issued Date: _____

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment:

Musicians play in the Restaurant guitarist
Jazz, Keyboards & on the patio

We have Weddings in the Banquet room which
consists of Dancing & musician on Disc

There is also a full bar set up for Banquets + Restaurants

Describe in detail the room or rooms to be used under this license:

Banquet room Seats 140 Comfortably

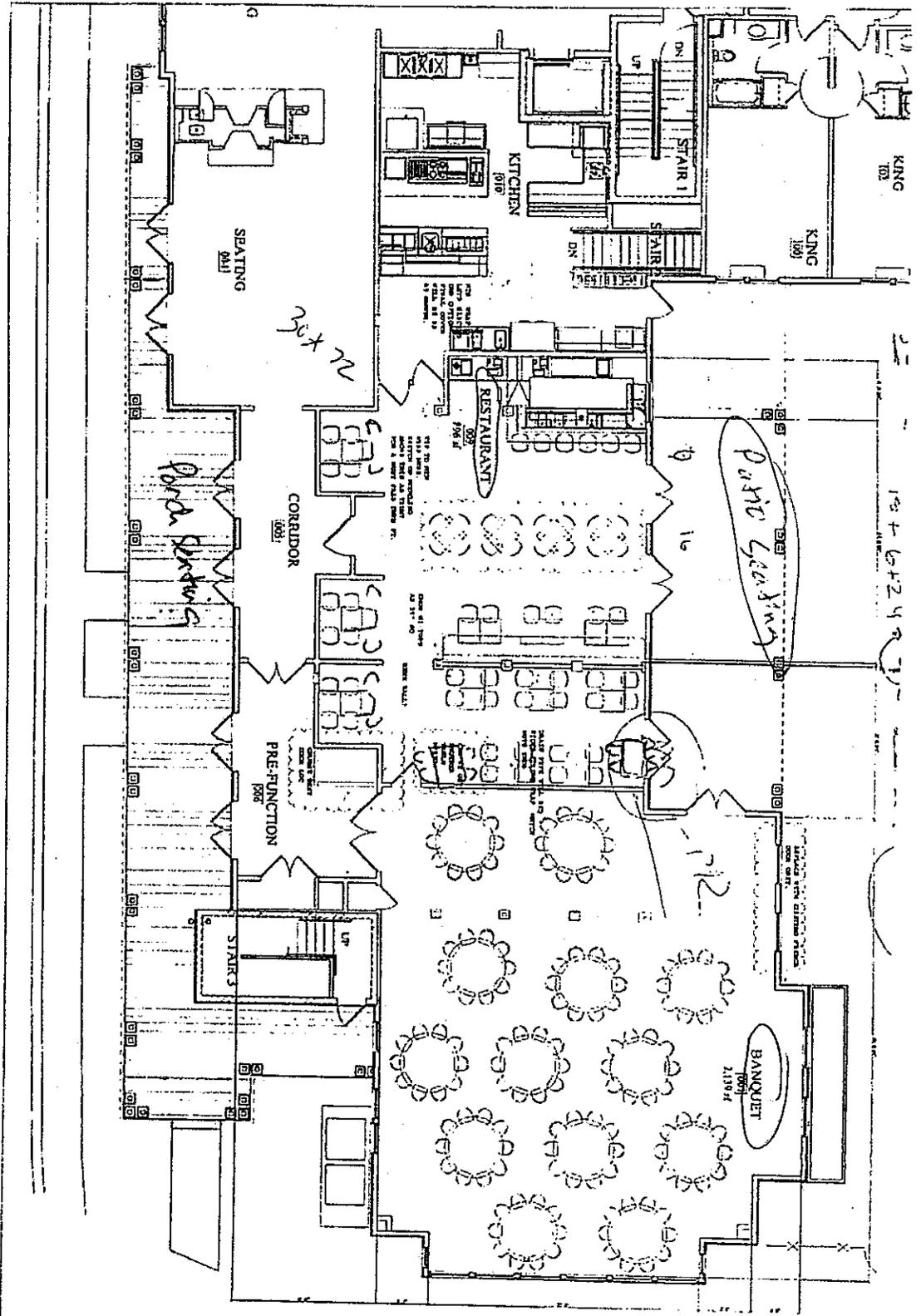
250 Standing 2,139 SF

Restaurant seats 77 96 SF

patio seats 50-75

Please see attached Diagram

DIAGRAM



Date 24 January 2011	Scale AS NOTED	Revision	Project MAINE STREET STATION INN MAINE STREET BATH-TWICK, MAINE	Architect ARCHETYPE ARCHITECTS 43 Union Street, Portland, Maine 04108 (207) 773-6222 Fax (207) 773-6293	Construction Manager WRIGHT-RYAN CONSTRUCTION, INC. 12 BASHFORTH STREET PORTLAND, MAINE	Prepared For JRP, Inc. 1/26/11
RESTAURANT CONCEPT PLAN						

ITEM 73

BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: May 29, 2014

RE: Town Hall Project

Attached please find:

- The proposed budget amendment appropriating an additional \$150,000 for the Town Hall Project.
- The project budget that was provided to the Town Council on February 22, 2014.
- The project expenditures to date, which also includes an estimate of the remaining Project expenditures.

Currently we do not expect to expend the entire supplemental appropriation. We expect to have better estimates of the remaining expenditures for the next Council meeting. As the Charter requires that there be at least ten days between the public hearing and adoption of a budget amendment, the Council could adopt the amendment at its June 16th meeting or at a later meeting in June.

Attachments

TOWN OF BRUNSWICK, MAINE

Resolution Amending the 2013-14 Budget to Appropriate an Additional \$150,000 for the Purpose of the Designing, Renovating, Equipping and Occupancy of the McLellan Building for Municipal Use

WHEREAS, the Town of Brunswick (the “Town”) adopted a budget for the 2013-14 fiscal year (the “Budget”); and

WHEREAS, on May 23, 2013 the Town Council adopted a Capital Budget resolution which included \$50,000 to fund planning and designing activities related to renovations of the McLellan Building so that the building could be converted to municipal uses (the “Project”); and

WHEREAS, on November 18, 2013 the Town Council appropriated and authorized the expenditure of up to \$950,000 from available unassigned General Fund revenues for the Project; and

WHEREAS, on January 13, 2014 Bowdoin College redirected the remainder of its FY 2013-14 contribution to the Town totaling \$61,100, and contributed an additional \$20,000 for a total of \$81,100 to be used toward the purchase of a generator for the McLellan Building; and

WHEREAS, the Acting Town Manager has determined that the \$81,100 funds from Bowdoin College should be accepted and appropriated for the stated purpose; and

WHEREAS, during the renovating and equipping of the McLellan Building for municipal use, certain unanticipated costs were encountered; and

WHEREAS, the Acting Town Manager has reported that funding should also be provided for the costs of moving and setup of Town offices in the McLellan Building; and

WHEREAS, The Acting Town Manager has determined that it is necessary to appropriate an additional \$168,900 to fund costs not previously funded; and

WHEREAS, section 504 of the Charter of the Town of Brunswick provides a method for amending the Budget; and

WHEREAS, the Town Council has held a public hearing on the proposed amendments to the Budget at least ten days prior to the adoption of this resolution;

NOW THEREFORE THE FOLLOWING RESOLUTION IS ADOPTED:

Section 1. Funding Sources and Appropriations.

- a. A sum of eighty-one thousand and one hundred dollars (\$81,100) from Bowdoin College is accepted by the Town and appropriated towards the cost of the generator for the building.

- b. A sum not to exceed one hundred and fifty thousand dollars (\$150,000) from the Town's Unassigned Fund Balance is appropriated to fund additional costs related to the Project.

Section 2. Authorization to Develop, Construct, and Equip the Project. The Town Manager is authorized to negotiate, execute, and deliver, in the name of and on behalf of the Town, such contracts, agreements, and other documents and certificates as the Town Manager may determine to be necessary or appropriate in connection with the McLellan Building Project. The aforementioned items shall be in such form and contain such terms and conditions as may be approved by the Town Manager. Such approval shall be conclusively evidenced by the Town Manager's execution thereof, provided however, that the Town Manager may delegate the authority granted hereunder as the Town Manager deems appropriate.

Section 3. Project Costs Defined. The term "cost" or "costs" as used herein and applied to the McLellan Building Project, or any portion thereof, includes:

- a. the cost of planning, architecture, engineering, legal, and other professional services related to the McLellan Building Project;
- b. the costs related to applying for and obtaining all permits, licenses, and related regulatory reviews related to the McLellan Building Project;
- c. the cost of constructing the McLellan Building Project, and all costs determined by the Town Manager to be necessary to place the McLellan Building Project in service and ready for its intended use, including but not limited to, the cost of off-site improvements, and the cost of all labor, materials, building systems, machinery and equipment;
- d. the costs of equipping the McLellan Building Project for its intended use including all furniture and fixtures, all fixed or mobile equipment;
- e. the cost of insuring the McLellan Building Project while under construction as the Town Manager determines is related to the McLellan Building Project;
- f. the cost of moving and setting up Town offices in the McLellan Building;
- g. the cost of application fees, legal, accounting, and other fees related to the McLellan Building Project;
- h. any other costs identified in the McLellan Building Project budget, and the cost of any other items or services deemed to be costs under generally accepted accounting principles ("GAAP") as determined by the Town's Finance Director.

Section 4. Other Actions Authorized. Any actions taken to date by the Town Manager in connection with the planning, renovation and putting into service phases of the McLellan Building Project, are hereby ratified, confirmed, and approved.

Section 5. Lapse of Balances. Upon a determination by the Finance Director that the McLellan Building Project is complete or abandoned, any remaining balance in the project account shall lapse to the Town's General Fund.

Proposed to Town Council: May 19, 2014
Public Hearing:
Adopted by Town Council:

Municipal Building Project Budget

DRAFT

Project Funding

Town Council appropriation	5/23/2013	50,000.00	
Town Council appropriation	11/18/2013	950,000.00	
Bowdoin contribution for generator	1/13/2014	61,100.00	unrestricted redirected
Bowdoin contribution for generator	1/13/2014	<u>20,000.00</u>	additional contribution

Total Project Funding **1,081,100.00**

Project Expenditures

Construction

Construction Contract		903,263.00	
Less Construction Contingency		(43,192.00)	Credit for \$43,192 contingency
Add Alt 1 - Generator		91,618.75	
Approved Change Orders		18,102.37	
Written Change Orders (not yet approved)		9,907.70	Millwork changes; Raise water service pipe
Pending Change Orders		7,759.64	HVAC commissioning
Developing Change Orders		<u>10,000.00</u>	HVAC controls on generator; communication service;
Total Construction		997,459.46	

Design & Engineering

Design & Engineering (Scott Simons Architects - SSA)		88,769.00	
Additional services (SSA - Add Alt 1)		1,857.50	
Reimbursable expenses (estimate)		<u>2,500.00</u>	
Furnishing Design Fee (Office Pavilion - estimate)		<u>1,000.00</u>	
Total Design & Engineering		94,126.50	

Fixtures & Furnishings

Shelving for vault (PO)		14,485.00	
Security System (quote)		8,228.00	
Printing and Framing of Historical photos (estimate)		2,000.00	
Signs (estimate)		<u>4,500.00</u>	\$1,500 allowance contract for interior signs.
Total Fixture & Furnishings		29,213.00	

Furniture & Equipment

Furniture (new and assembly of existing)		<u>22,602.00</u>	Pavilion quote - need to review.
Chairs for Chamber (PO)		6,301.80	Pavilion
Chairs for conference room (PO)		2,376.00	WB Mason
Floor mats for desks (32)		<u>2,560.00</u>	
Total Furniture & Equipment		33,839.80	

Project Related Expenditures

Moving furniture and contents (estimate)		12,500.00	Town Hall and Brunswick Landing
Project management (quote)		3,500.00	
IT Assistance (quote)		<u>5,280.00</u>	Servers Down/Up; Telephones redirected
Total related expenses		21,280.00	

Project Contingency

Additional Construction Contingency	3.0%	29,923.78	
Non Construction Contingency	15.0%	<u>26,768.90</u>	
Total Additional Contingency		56,692.68	

Total Project Expenditures **1,232,611.44**

Project Costs Under (Over) Funding **(151,511.44)**

The information contained herein is preliminary subject to revision and amendment.

**Town of Brunswick
85 Union Street Building Project**

Date	Constr.	Design & Con Mgmt	Fixtures & Furnishings	Furniture & Equip	Project Related Exp	Contingency	Vendor	Description
2/22 budget	997,459.46	94,126.50	29,213.00	33,839.80	21,280.00	56,692.68	1,232,611.44	
Rev. budget	997,459.46	94,126.50	29,213.00	33,839.80	21,280.00	55,181.24	1,231,100.00	
9/12/2013		2,416.25					SCOTT SIMONS ARCHITECTS	Schematic Design phase of
10/10/2013		13,416.07					SCOTT SIMONS ARCHITECTS	MCLELLAN RENO DESIGN FEES
11/14/2013		28,988.86					SCOTT SIMONS ARCHITECTS	'Design Development
12/19/2013		18,047.21					SCOTT SIMONS ARCHITECTS	MCLELLAN RENO
1/9/2014			438.00				NORTHEAST SECURITY SYSTEM	TEMP INSTALL AES RADIO-AC
1/16/2014		7,155.91					SCOTT SIMONS ARCHITECTS	MCLELLAN RENOVATION
1/24/2014	25,141.35						WARREN CONSTRUCTION GROUP	MCLELLAN RENOVATION
1/31/2014			2,468.00				NORTHEAST SECURITY SYSTEM	Security System for McLel
2/14/2014		5,110.79					SCOTT SIMONS ARCHITECTS	'Design Development
2/14/2014		1,857.50					SCOTT SIMONS ARCHITECTS	'Design Development
2/21/2014				6,301.80			CREATIVE OFFICE PAVILION	Chairs for Council Chambe
2/21/2014	207,909.91						WARREN CONSTRUCTION GROUP	MCLELLAN RENO APP 2
3/7/2014		4,987.32					SCOTT SIMONS ARCHITECTS	MCLELLAN RENO 50% CONSTRU
3/14/2014	327,242.18						WARREN CONSTRUCTION GROUP	MCLELLAN RENO APP 3
3/28/2014		2,080.00					CREATIVE OFFICE PAVILION	DESIGN SERVICES/OFFICE FU
3/28/2014			14,485.00				DUPONT STORAGE SYSTEM INC	new vault shelving
3/28/2014					1,400.00		H. NICKERSON TRUCKING	MOVE TV3 2/27
3/28/2014			43.75				HAMMOND LUMBER COMPANY	ITEMS FOR NEW TH
3/28/2014				2,376.00			WB MASON COMPANY INC	CHAIRS FOR TH CONFERENCE
3/28/2014			1,985.00				WELCH STENCIL COMPANY INC	ADA SIGNAGE FOR NEW TH/DE
4/4/2014			5,000.00				NORTHEAST SECURITY SYSTEM	Security System for McLel
4/11/2014					900.00		H. NICKERSON TRUCKING	MOVE COUNCIL CHAMBERS
4/11/2014	303,618.51						WARREN CONSTRUCTION GROUP	APPLICATION 4 - MCLELLAN
4/18/2014			599.00				AGREN APPLIANCE	Refrigerator for new Town
4/18/2014			457.20				GRAYBAR ELECTRIC CO.	Plenum rated cat 6 cable
4/18/2014				1,917.67			WB MASON COMPANY INC	Chair mats for new Town H
4/18/2014			2,000.56				WELCH STENCIL COMPANY INC	FACILITY SIGNS
4/25/2014			120.00				PEJEPSCOT HISTORICAL SOCI	SCANNED PHOTOS FOR NEW TH
5/2/2014					13,154.00		BISSON TRANSPORTATION	moving 28 Federal to 85 U
5/2/2014				17,602.45			CREATIVE OFFICE PAVILION	FURNITURE FOR NEW TH/ASSE
5/9/2014			718.53				SALSBURY INDUSTRIES	Mailbox PEDESTAL DR
5/9/2014			150.00				ALAN J. BUONAIUTO	TOWN HALL BANNERS (3)
5/9/2014			2,050.00				ALAN J. BUONAIUTO	TH SIGN W/ GRANITE POSTS
5/9/2014				1,319.67			WB MASON COMPANY INC	33 REPLACEMENT MATS
5/9/2014				(1,121.67)			WB MASON COMPANY INC	CREDIT FOR FIRST SET OF M
5/9/2014				199.95			WB MASON COMPANY INC	5 ADDITIONAL CHAIRMATS
5/16/2014					90.00		NORTHEAST SECURITY SYSTEM	4/29/14 HUMAN SERV MOVE T
5/23/2014	92,128.34						WARREN CONSTRUCTION GROUP	APP#5 MCLELLAN
5/23/2014					1,200.00		H. NICKERSON TRUCKING	MOVING HUMAN SERVICES 4/2
					3,500.00		SYSTEMS ENGINEERING	S/E PROJECT MGT
					1,080.00		SYSTEMS ENGINEERING	NET ADMIN/MOVE ASSISTANCE
					7,131.25		SYSTEMS ENGINEERING	SE RESOURCES FOR TH MOVE
ESTIMATED EXPENDITURES BELOW THIS LINE								
			2,853.00					2,853.00 MISC OPEN POS
					2,168.00			2,168.00 NORTHEAST SECURITY SYSTEM
				2,111.96				2,111.96 CREATIVE OFFICE PAVILION
				3,454.58				3,454.58 CREATIVE OFFICE PAVILION
	30,000.00							30,000.00 WCG MAY
		13,000.00						13,000.00 SCOTT SIMONS BALANCE
Totals	986,040.29	97,059.91	33,368.04	34,162.41	30,623.25	-	1,181,253.90	
Balance	11,419.17	(2,933.41)	(4,155.04)	(322.61)	(9,343.25)	55,181.24	49,846.10	

ITEM 74

BACK UP MATERIALS



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
85 UNION STREET
BRUNSWICK, ME 04011

ANNA M. BREINICH, FAICP
DIRECTOR OF PLANNING & DEVELOPMENT

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

June 11, 2014

To: Brunswick Town Council
From: Jeremy Doxsee, AICP
Subject: Proposed Amendment to the Political Campaign Sign Ordinance

Attached is a memo from Town Attorney Stephen Langsdorf regarding the constitutionality of the Town's Political Campaign Sign Ordinance. Citing extensive case law, Mr. Langsdorf concluded that the Town's Political Campaign Sign Ordinance, as presently constituted, is unconstitutional. Accordingly, the Town Council directed the Planning Department to initiate a zoning amendment to eliminate durational limits for Political Campaign Sign Ordinance.

Pursuant to §108 of the Zoning Ordinance, the proposed amendment was referred to the Planning Board for a public hearing and recommendation. The Board conducted a public hearing on May 27th. One resident spoke: Michelle Small, resident of 34 Stanwood St., identified herself as the person who brought this to the attention of the Council and cited previous court decisions that addressed this issue. Ms. Small indicated that she is a strong supporter of the 1st Amendment but does feel that there should be a time limit for political signs following an election. Based on other similar cases it has been found that several courts have ruled that a ten day time limit for taking down signs following an election is within the constitutional bounds.

After discussion, the Board unanimously voted to forward a recommendation in favor of amending the Political Campaign Sign Ordinance. The amended ordinance language is attached. Included in the Board's recommendation is a suggestion that the Council consider including post-election termination language for removal of signs.

Staff will be in attendance Monday night to answer any questions.

Proposed amendment to Section 604, Signs Not Subject to Permit, of the Brunswick Zoning Ordinance.

604 Signs Not Subject To Permit

The following signs are permitted as indicated in each subsection, and require no permit.

- 604.1 Real Estate Sign.** A real estate sign is a temporary sign advertising the lease or sale of land, space or structure. A real estate sign may not exceed 4 square feet for the sale of a residential structure. For all other uses and vacant land, the sign may not exceed 32 square feet. Real Estate Signs must be removed within ten days of the sale or lease of the property. (Amended 9/4/01 E)
- 604.2 Contractor Sign.** A contractor's sign is a temporary sign erected during the construction phase of a project only, not to exceed 32 square feet. Such sign must be removed upon the issuance of a Certificate of Occupancy, where one is required. Contractor Signs may also be used during home improvement or renovation projects that are not subject to Certificate of Occupancy, but must be removed after the work has been completed.
- 604.3 Signs for Garage or Yard Sales.** Lawn, yard or garage sale signs are prohibited on any state or local public property or right-of-way, or on utility poles. No sign for garage or yard sales shall be posted more than 24 hours before and after the event. Size is limited to 4 square feet.
- 604.4 Window Signs.** Window signs are allowed provided that they are placed on the inside of the window, and occupy no more than 25% of the glassed area of all windows.
- 604.5 Farm Stand Signs.** Signs used to advertise a farm stand selling fruits, vegetables or other agricultural crops and products are permitted provided that each sign is not greater than 10 square feet. Such signs may have a changeable copy not subject to review. Farm stand signs may be displayed only during the season when the premises are open for business. (Amended 9/4/01 E)
- 604.6 Household Signs.** Signs that display street numbers, last names and personal names given to residential structures shall not require a permit.
- 604.7 Political Campaign Signs.** Political Campaign Signs are temporary signs bearing messages relating to an election, primary or referendum. Political Campaign Signs are permitted on private property ~~no sooner than 60 days before an election, primary or referendum and must be removed no later than 5 days after the same election, primary or referendum.~~ and Size shall be limited to 8 s.f. in size (Amended 12/1/97 R, 9/4/01 E)
- 604.8 Sandwich Signs.** A sandwich sign is a free-standing, moveable sign, usually shaped like an "A", used to advertise daily specials or special events. A sandwich sign may not exceed 7 square feet and shall be made of wood or materials that appear to be wood. A sandwich sign may be displayed only when the premises it advertises are open for business. Such signs may not impede pedestrian, bicycle or vehicular access. Any sandwich sign which is found to impede the safe movement of pedestrians, bicycles or vehicles may be ordered removed or relocated by the Codes Enforcement Officer. Sandwich Signs located in the Village Review Zone do not require review by the Village Review Board.

Dated 5/14/14

Stephen E.F. Langsdorf
slangsdorf@preti.com
Direct Dial:

April 28, 2014

Benet Pols, Chair
Brunswick Town Council
28 Federal Street
Brunswick, ME 04011

RE: Constitutionality of Political Campaign Sign Ordinance

Dear Benet:

You have asked me to provide an opinion as Town Attorney as to whether the Political Campaign Signs Ordinance, Zoning Ordinance Section 604.7, is constitutional.

The Ordinance reads as follows:

Political Campaign Signs are temporary signs bearing messages relating to an election, primary or referendum. Political Campaign Signs are permitted on private property no sooner than 60 days before an election, primary or referendum and must be removed no later than five days after the same election, primary or referendum. Size shall be limited to 8 s.f.

A political sign which relates to a general election, primary election or referendum would be considered "core political speech" because it would like include "discussions of candidates, structures and forms of government, the manner in which government is operated or should be operated and all such matters relating to political processes". *Cent. Me. Power Co. v. Pub. Utils. Comm'n*, 734 A.2d 1120, 1126 (*Quoting Mills v. Alabama*, 384 U.S. 214, 218-19 (1966)). An ordinance regulating core political speech is subject to the standard of strict constitutional scrutiny. *See, Cent. Me. Power Co.*, 734 A.2d 1128, 1126; *see also Eu v. San Francisco County Democratic Cent. Comm.*, 489 U.S. 214, 222-23 (1989) *McIntyre v. Ohio Elections Comm'n*, 514 U.S. 334, 345-46 (1995). *See also, City of Ladue v. Gilleo*, 512 U.S. 43 (1994).

A number of federal courts have held that temporal restrictions for the display of political signs such as those imposed by the Brunswick Ordinance violate the First Amendment to the United States Constitution. *McFadden v. City of Bridgeport*, 422 F. Supp.2d 659; *City of Painesville Bldg. Dept. v. Dworkin & Bernstein*, 733 N.E.2d 1152 (Ohio 2000). In that case the court wrote:

PRETI FLAHERTY

April 28, 2014

Page 2

[a]lthough the Supreme Court has not considered the issue, the overwhelming majority of courts that have reviewed sign ordinances imposing durational limits for temporary political signs tied to a specific election date have found them to be unconstitutional. (citations omitted)

Based on the foregoing, it is my opinion that section 604.7 of the Zoning Ordinance, Political Campaign Signs, is unconstitutional. Please let me know if you have any additional questions.

Very truly yours,

A handwritten signature in black ink, appearing to be 'SEFL', written over a horizontal line.

Stephen E.F. Langsdorf

SEFL:ryp

ITEM 75

BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: June 12, 2014

RE: Midcoast Regional Redevelopment Authority (MRRA)
Common Area Maintenance (CAM) Agreement

Attached is a letter from the Midcoast Regional Redevelopment Authority asking that the Town of Brunswick execute the attached "JOINDER TO ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT". According to the letter, "The Reuse Master Plan and Operations Plan for Brunswick Landing envisioned that the cost of maintaining that public infrastructure would be shared among all tenants and land owners at Brunswick Landing." The CAM fee cost assessed to the Town is "...assessed annually on a proportionate basis of building square footage as a percent of total square footage of buildings at Brunswick Landing."

The Joinder and the CAM agreement were reviewed by Kristy Abraham at Preti Flaherty. Attached is an e-mail containing her comments.

attachments

February 28, 2014

John Eldridge
Town Manager
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

Re: Common Area Maintenance Agreement

Dear John:

Through the planning process that led to the development of the Reuse Master Plan for Naval Air Station Brunswick, the Brunswick Local Redevelopment Authority had discussions with the Town of Brunswick about the provision of municipal service delivery. The Town agreed to take over police, fire and emergency medical response responsibilities at Brunswick Landing. The Redevelopment Authority would be left with the responsibility for maintaining and reconstructing twenty-three miles of roadways, traffic signs, sidewalks, 275 street lights and esplanades. This includes both summer and winter (snowplowing) maintenance responsibilities.

The Reuse Master Plan and Operations Plan for Brunswick Landing envisioned that the cost of maintaining that public infrastructure would be shared among all tenants and land owners at Brunswick Landing. Those entities leasing space from MARRA would have that cost covered as part of their lease agreement. For other entities that either received a public benefit conveyance of property or purchased or received property from MARRA, a Common Area Maintenance fee would be assessed annually on a proportionate basis of building square footage as a percent of total square footage of buildings at Brunswick Landing.

On July 26, 2013, MARRA recorded a Road and Common Facilities Maintenance Agreement (attached) in the Cumberland County Registry of Deeds that establishes the operations, procedures and responsibilities of the parties for the maintenance of these common facilities. Each new property owner thereafter would be expected to sign a Joinder to this Road and Common Facilities Maintenance Agreement and become a party to this Agreement. Each year, the common area maintenance (CAM) fees would be assessed based on changes to the square footage of new facilities, demolished facilities as a percent of the total square footage.

This year the proportionate share of the CAM charge came out to \$0.163124 per square foot. The annual charge to the Town of Brunswick therefore would have been \$8,316.71 based on the total budget of \$200,000. I have attached a copy of this year's budget and square foot calculation for your information.

Please find attached two original Joinder Agreements for your signature. Please have them notarized and return one to me, if you will.

To date this fiscal year, the Town has paid \$1,274.60 of CAM fees (\$318.65 July through October) leaving a balance due for this fiscal year of \$7,042.11.

If I can answer any questions please contact me.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey K. Jordan", with a long horizontal flourish extending to the right.

Jeffrey K. Jordan
Deputy Director

cc. Steven H. Levesque, Executive Director

**JOINDER TO ROAD AND COMMON FACILITIES
MAINTENANCE AGREEMENT**

This Joinder (“Joinder”) to Road and Common Facilities Maintenance Agreement is made as of this ___ day of March, 2014 (the “Effective Date” of this Joinder) by the TOWN OF BRUNSWICK, whose notice address is 28 Federal Street, Brunswick, Maine (the “Additional Property Owner”) and the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“MRRA”).

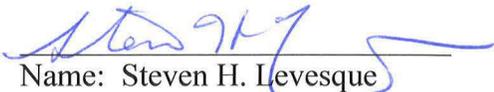
1. The Town of Brunswick hereby joins in, and becomes a party to, and a Property Owner under, that certain Road Maintenance and Common Facilities Agreement among MRRA and certain other parties dated as of July 26, 2013, with respect to certain real property located within the former Naval Air Station Brunswick (“NASB”), in the Town of Brunswick, County of Cumberland, in the State of Maine as recorded in the Cumberland County Registry of Deeds at Book 30884, Page 170, and all amendments to date thereto (the “Agreement”). Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Agreement. The Property owned by the Property Owner that is subject to the Agreement as a result of this Joinder is described on Exhibit A attached hereto.
2. As of the date hereof, the total interior square footage of the improvements within the Property is 50,984 square feet.
3. MRRA hereby consents to the Additional Property Owner joining in and becoming a party to the Agreement.
4. The Additional Property represents and warrants that the person whose signature appears below for the Additional Property is duly authorized to execute and deliver this Joinder, and that this Joinder is a binding agreement of the Additional Property enforceable in accordance with its terms.
5. This Joinder, together with the Agreement, contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto.
6. This document shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, this Joinder to Road Maintenance and Common Facilities Agreement is executed by the undersigned as of the date first set forth above.

PROPERTY OWNER:
Town of Brunswick

By: _____
Name: John Eldridge
Title: Town Manager

MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY

By: 
Name: Steven H. Levesque
Title: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

March __2014

Personally appeared the above named, John Eldridge, Town Manager of Brunswick, Maine, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Brunswick.

Before me,

Notary Public/Attorney at Law

EXHIBIT A TO JOINDER
DESCRIPTION OF THE PROPERTY

Being all that property located in the Town of Brunswick, Cumberland County, Maine and more fully described in the following Deed:

Quitclaim Deed has not been provided to the Town of Brunswick from the United States of America as of the date of this Agreement.

ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT

This ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT (“Agreement”) is made as of this 26th day of July, 2013, by and among the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine (“MRRA”), and PRIORITY REAL ESTATE GROUP, LLC (“Property Owner,” and sometimes collectively referred to herein with others who may execute a Joinder Agreement substantially in the form attached as Exhibit A as the “Property Owners”). From time to time, other parties may execute a joinder to this Agreement substantially in the form attached as Exhibit A, and when such joinder is countersigned by MRRA such other parties shall become Property Owners for all purposes hereof effective upon the effective date of such joinder. The portion of the Land (as defined below) and all improvements thereon, now or hereafter, owned by any particular Property Owner are referred to herein as such Property Owner’s Property.

1. The Land.

(a) This Agreement shall apply to certain real property (the “Land”) located within the former Naval Air Station Brunswick (“NASB”), in the Town of Brunswick, County of Cumberland, State of Maine. The Land is more particularly described and shown in Exhibit B.

(b) Notwithstanding anything to the contrary in this Agreement, MRRA shall have the right from time to time in MRRA’s sole and absolute discretion, upon notice to the Property Owners, to cause additional property within the NASB to become subject to this Agreement. The Property Owners shall execute and deliver any amendments, agreements or other documents which may be required to make additional property within the NASB subject to this Agreement, as directed by MRRA.

2. Maintenance and Services. MRRA shall have the obligation to perform in a commercially reasonable manner with respect to the Land the following:

(a) Road Maintenance, Lighting, Repair, and Replacement. MRRA shall clean, sweep, pave, resurface, repair, remove snow, salt/sand (and other customary winter maintenance), provide roadway or street lighting in places where such lighting has customarily been provided and in such additional locations as may be determined by MRRA in its sole discretion, provide signage and traffic signals in such locations as may be determined by MRRA in its sole discretion, clear obstructions from, grade or scrape, construct, repair and replace any and all roads, sidewalks, walkways, such parking lots or areas designated by MRRA for use in common, and any other pedestrian or vehicular access ways as are and continue to be owned by MRRA (the “Roads”), along with all appurtenances thereto, including, without limitation, retaining walls, lighting structures, traffic signals, striping, roadway or lane demarcation, road survey and engineering work, signage of all types,

bollards, bridges, culverts, drainpipes, storm drains and guard rails (collectively, the "Road Work").

(b) Common Area Landscaping and Maintenance. With respect to the landscaped areas as are and continue to be owned by MRRA along or bordering the Roads (the "Common Area"), MRRA shall mow, fertilize, keep clean, and perform all customary landscaping work and other maintenance work, including but not limited to, the trimming, planting, care of, and replacement of trees and shrubs, and any appurtenances thereto (collectively, the "Common Area Work").

3. Additional Property Expenses and Reserves. MRRA may, at its sole discretion, incur additional expenses for electricity, other utility charges and professional services and may make capital expenditures in connection with the Road Work and the Common Area Work. MRRA may, in its sole discretion, establish a capital reserve fund for the purpose of accumulating funds to make capital repairs or improvements to the Roads or Common Area and assess the Property Owners on a periodic basis such amount as reasonably determined by MRRA for deposit into such reserve. If MRRA establishes such a reserve, it shall be held in a separate dedicated account or accounts for this purpose and any interest or earnings thereon shall be added to such reserve. MRRA may then make expenditures from such reserve for such capital repairs or improvements.

4. Common Charges. Each Property Owner shall pay to MRRA for its Property Owner's Share (as defined and in the manner described below) of any and all reasonable and documented costs relating to the performance of MRRA's obligations and other assessments provided for under this Agreement (including MRRA's obligations under Section 2, additional MRRA expenses and reserve assessments under Section 3, the real estate tax obligations under Section 12 and insurance obligations under Section 10 of this Agreement) plus a reasonable administrative charge to MRRA for arranging for and managing the services and activities hereunder not to exceed ten percent (10%) of the foregoing amounts (collectively, the "Common Charges"), within the thirty (30) days next following MRRA's delivery of an invoice therefor. To the extent that any activities resulting in Common Charges are performed by MRRA or its employees or agents, MRRA may include in the Common Charges a reasonable charge therefor including without limitation, wages or other compensation, benefits, overhead and a reasonable charge for any equipment owned or leased by MRRA.

5. Property Owner's Share.

(a) The "Property Owner's Share" shall be a fraction, the numerator of which is the sum of (i) total square footage of the interior floor area of a Property Owner's building(s) presently existing or constructed or erected after the date of this Agreement plus (ii) the total floor area of all structures considered to be "buildings" within the Land pursuant to the immediately following sentence, and the denominator of which is the total square footage of the floor area of all of the buildings within the Land. All structures not commonly understood to be considered "buildings" constructed or erected after the date of this Agreement shall be considered "buildings" for purposes of this Agreement and their floor area shall be the land

footprint of the structure. Such structures not commonly understood to be considered "buildings" shall include, for example, tanks, material holding facilities, sheds, auxiliary structures and industrial processing facilities. Notwithstanding the foregoing, all structures owned by the U.S. government prior to the date of this Agreement and not commonly understood to be buildings or not reasonably suitable for redevelopment shall not be considered to be "buildings" for purposes of this Agreement. Such structures shall not include surface parking, driveways, roadways or landscaped areas.

(b) MRRRA has provided, and the Property Owners acknowledge receipt of, a written schedule showing the total square footage, on a building-by-building basis, to be taken into account for purposes of computation of the Property Owners' Shares as of the date of this Agreement (the "Square Footage Schedule"). Each Property Owner shall inform MRRRA in writing of changes in the interior square footage of buildings situated on property owned by such Property Owner, as for example, created by construction or renovation or removed through demolition. Any additional square footage created by construction or renovation shall be included in the computations hereunder as of the earlier of the date on which (i) if required, a certificate of occupancy for such area is issued by the Town of Brunswick or other applicable governmental authority or (ii) the date on which such square footage is in fact first occupied following the completion of construction. MRRRA shall adjust the Square Footage Schedule from time to time to take into account changes in square footage as a result of the foregoing, as a result of changes resulting from additional parties or additional properties becoming subject to the Agreement by Joinder as described above and any other events affecting the square footage. MRRRA shall, from time to time, and upon reasonable request by any party to this Agreement, provide a copy of the then-current Square Footage Schedule. MRRRA may, in its sole discretion, from time to time, record the then-current Square Footage Schedule in the Cumberland County Registry of Deeds. MRRRA, in any reasonable manner determined by MRRRA, shall pro-rate the Common Charges among the Property Owners based on the effective date of any changes to the Square Footage Schedule. For purposes of the foregoing, the interior square footage shall include, without exception, all area located within the interior of any structures; there shall be no exclusions, for example, for utility areas, elevator shafts, circulation corridors, stairways or space located between demising walls. All determinations under this Section 5 made by MRRRA in good faith shall be conclusive and binding on all parties to this Agreement, provided, however, that MRRRA shall be obligated to consider in good faith any facts presented to MRRRA in writing by any Property Owner who is aggrieved by any determination of MRRRA.

6. Billings and Estimated Billings. MRRRA shall, at reasonable intervals determined at MRRRA's discretion, no more frequently than monthly, and no less frequently than quarterly, invoice each Property Owner based on an estimate of annual Common Charges and an annual budget prepared by MRRRA (which MRRRA may adjust from time to time, but no less frequently than annually). All budgets shall be prepared on the basis of MRRRA's fiscal year. MRRRA's budget shall include without limitation MRRRA's estimated capital expenditures expected to be

incurred within the budget year. MRRA shall supply a copy of the budget to each Property Owner on an annual basis on or before the first month of the budget term. MRRA, in its sole discretion, may determine to accept other considerations than payment in satisfaction of a Property Owner's share of Common Charges, including for example a Property Owner's maintenance of roadways owned by such Property Owner which other parties to this Agreement have the right to use. Within sixty (60) days next following the end of each MRRA fiscal year starting with the fiscal year which ends June 30, 2014, MRRA shall provide a statement to each of the Property Owners showing the difference, if any, between the actual amount of Common Charges and the Common Charges as estimated by MRRA. If the Common Charges were overestimated, MRRA shall credit the Property Owners for such overage. If the Common Charges were underestimated, the Property Owners shall pay to MRRA, within thirty (30) days after such determination and written notice thereof, the difference between the estimated amount and the actual amount of Common Charges.

7. Lien. Each Property Owner covenants and agrees to pay to MRRA its Property Owner's Share of Common Charges, in accordance with the terms of this Agreement. Common Charges due and payable by a Property Owner hereunder shall be the personal liability of such Property Owner and shall also become a lien upon such Property Owner's Property which shall run with the land, and such lien shall continue until the Property Owner's Share of Common Charges and other amounts due hereunder are paid in full. MRRA may bring a civil action against a Property Owner for past-due Common Charges and/or to foreclose the lien, and costs of collection (whether or not MRRA actually institutes a civil action, including, without limitation, reasonable attorneys' and paralegal fees) shall be added to the Common Charges, along with interest upon the outstanding balance which shall accrue at twelve percent (12%) per annum or, if less, the maximum amount permitted by applicable law. Such costs of collection and such interest shall also be secured by said lien. The lien established by this Section shall be subordinate to the lien of any mortgage or mortgages now or hereafter encumbering a Property Owner's parcel other than mortgages entered into for the purpose of avoiding the lien created by this Agreement. There shall be no requirement that MRRA record any further documentation in order to enforce this lien.

8. Resale or Estoppel Certificates. Upon notice to MRRA from a Property Owner, MRRA shall provide, within the fifteen (15) days next following such notice, a certificate to such Property Owner, executed by MRRA indicating the current Property Owner's Share of Common Charges, any outstanding sums due and payable under this Agreement, and whether such Property Owner is in default under this Agreement. The requesting Property Owner shall pay to MRRA a reasonable fee as determined by MRRA from time to time, but no less than \$ 100, for the preparation and delivery of each such certificate.

9. Optional Formation of Association. At any time from and after the date of this Agreement, MRRA may elect to form a Maine nonprofit mutual benefit corporation to be known as THE BRUNSWICK LANDING ROAD AND FACILITIES ASSOCIATION (the "Association"), which may assume some or all of MRRA's rights and obligations under this Agreement, all to continue under the terms otherwise provided in this Agreement, as determined by MRRA in MRRA's sole discretion. Upon notice from MRRA to the Property Owners of MRRA's intention to form the Association, the Property Owners shall take any and all actions

reasonably required by MRRA to affect the transfer of such rights and obligations to the Association. In the event that MRRA elects to form such an association, MRRA may convey the Roads and/or Common Landscaped Areas to such association, and such association shall be considered to be a successor or assign of MRRA for purposes of this Agreement.

10. Insurance; Limitation of Liability; Indemnification. Each Property Owner shall indemnify, defend, and hold harmless MRRA from and against (i) any and all claims arising from any negligent or otherwise wrongful act or omission of a Property Owner, and (ii) all costs, expenses (including without limitation, reasonable attorneys' and paralegal fees) and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. MRRA shall maintain liability insurance in amounts consistent with the fact that MRRA's liability is governed by the Maine Tort Claims Act; in the event that any successor or assign of MRRA is not governed by the Maine Tort Claims Act, said successor or assign shall maintain liability insurance in the same minimum amounts as provided for Property Owners below in this Section. If MRRA (or as applicable, any successor or assign of MRRA) has complied with its obligation to maintain the insurance required by the immediately preceding sentence that would apply to an event if covered by such insurance, then except with respect to the proceeds of such insurance, MRRA (or as applicable, any successor or assign of MRRA) shall not be liable to any Property Owner for any injury or damage to a Property Owner, its agents, contractors, employees, invitees or guests incurred as the result of any act or omission of MRRA (or as applicable, any successor or assign of MRRA) in the course of it carrying out its activities under this Agreement other than those resulting from the willful misconduct of MRRA (or as applicable, any successor or assign of MRRA). Each Property Owner shall maintain liability insurance in the minimum amount of \$1 million per occurrence and \$2 million in the aggregate. MRRA may from time to time notify all Property Owners that the amount of insurance required is increased, on account of inflation as described below, to an amount prescribed in such notice, and the Property Owners shall thereafter be required to maintain insurance in such increase amount. The amount of any such increase on account of inflation shall be limited to a percentage increase corresponding to an increase in the CPI (as defined below). The costs incurred by MRRA of all such insurance shall be Common Charges.

"CPI" shall mean the All Cities Consumer Price Index Urban, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI-U"). In the event the Bureau of Labor Statistics shall cease to publish the Index, then there shall be substituted for the Index any substitute or successor index published by the Bureau of Labor Statistics or other governmental agency of the United States. In the event any such substitute or successor index is not available, then there shall be substituted for the Index such other Index published by a nationally recognized financial authority which most accurately approximates the Index and which is reasonably selected by MRRA. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the computation regarding Base Rent shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if the Bureau does not publish the same, then with the use of such conversion factor, formula or table as may be published by any other governmental agency of the United States or by a nationally recognized publisher of comparable statistical information.

If to the Property Owner:

To the address(es) set forth for such Property Owner below or as provided on such Property Owner's Joinder to this Agreement or in this Agreement.

All such notices shall be deemed given when delivered to the addressee, as evidence by a facsimile confirmation sheet or confirmation of delivery by the commercial overnight courier service, as the case may be. Any party may change its notice address by providing written notice to the other parties to this Agreement.

20. Covenant Running with the Land on the Part of Property Owners. Each Property Owner intends, declares and covenants, on behalf of itself and all future owners and operators of such Property Owner's Property, that this Agreement and the covenants and restrictions set forth in this Agreement: (i) shall be and are covenants running with such Property, encumbering such Property, binding upon such Property Owner's successors in title and all subsequent owners and operators of such Property; (ii) are not merely personal covenants of such Property Owner; and (iii) shall bind such Property Owner (and the benefits shall inure to MRRA and the other Property Owners and their respective successors and assigns). Each Property Owner hereby agrees that any and all requirements of the laws of the State of Maine to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land are, and shall be deemed to be, satisfied in full, and that any requirements of privileges of estate are, or are intended to be, satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions and covenants run with the land.

21. Covenant Running with the Land on the Part of MRRA. MRRA intends, declares and covenants, on behalf of itself and all future owners and operators of such Property Owner's Property, that this Agreement and the covenants and restrictions set forth in this Agreement: (i) shall be and are covenants running with the Roads and Common Areas, encumbering such Roads and Common Areas, binding upon such MRRA's successors in title and all subsequent owners and operators of such Roads and Common Areas; (ii) are not merely personal covenants of MRRA; and (iii) shall bind MRRA (and the benefits shall inure to the Property Owners and their respective successors and assigns). MRRA hereby agrees that any and all requirements of the laws of the State of Maine to be satisfied in order for the provisions of this Agreement to constitute deed restrictions and covenants running with the land are, and shall be deemed to be, satisfied in full, and that any requirements of privileges of estate are, or are intended to be, satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions and covenants run with the land.

22. Entire Agreement / Amendment. This Agreement contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto.

23. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force

and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement.

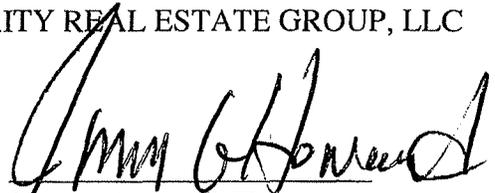
24. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Maine. .

25. Initial Property Owner's Property. For purposes of this Agreement, the Property Owner's Property of Priority Real Estate Group, LLC is the property conveyed to Priority Real Estate Group, LLC by Midcoast Regional Redevelopment Authority by Quitclaim Deed with Covenant dated July 26, 2013 and recorded in the Cumberland County Registry of Deeds at Book 30873, Page 118.

PROPERTY OWNER:

PRIORITY REAL ESTATE GROUP, LLC

By:



Name: James G. Howard

Title: Manager

Property Owner's Notice Address:

PRIORITY REAL ESTATE GROUP, LLC

2 Main Street

Topsham, Maine 04086

MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY

By: Steven H. Levesque
Name: Steven H. Levesque
Title: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

July 26, 2013

Personally appeared the above named, Steven H. Levesque, Executive Director of the Midcoast Regional Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Midcoast Regional Redevelopment Authority.

Before me,

[Signature]
Notary Public/Attorney at Law

Print Name:

John S. Kaminski

~~My Commission Expires:~~ _____

EXHIBIT A

FORM JOINDER

JOINDER TO ROAD AND COMMON FACILITIES MAINTENANCE AGREEMENT

This Joinder ("Joinder") to Road and Common Facilities Maintenance Agreement is made as of this ___ day of _____, 20___, (the "Effective Date" of this Joinder) by _____, whose notice address is

_____ (the "Additional Property Owner") and the MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine ("MRRA").

1. [_____] hereby joins in, and becomes a party to, and a Property Owner under, that certain Road Maintenance and Common Facilities Agreement among MRRA and certain other parties dated as of July 26, 2013, with respect to certain real property located within the former Naval Air Station Brunswick ("NASB"), in the Town of Brunswick, County of Cumberland, in the State of Maine as recorded in the Cumberland County Registry of Deeds at Book ____, Page ____, and all amendments to date thereto (the "Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Agreement. The Property owned by the Property Owner that is subject to the Agreement as a result of this Joinder is described on Exhibit A attached hereto.

2. As of the date hereof, the total interior square footage of the improvements within the Property is [_____]

3. MRRA hereby consents to the Additional Property Owner joining in and becoming a party to the Agreement.

4. The Additional Property represents and warrants that the person whose signature appears below for the Additional Property is duly authorized to execute and deliver this Joinder, and that this Joinder is a binding agreement of the Additional Property enforceable in accordance with its terms.

5. This Joinder, together with the Agreement, contains the entire agreement between the parties hereto and is intended to be an integration of all prior agreements, conditions or undertakings between the parties hereto.

6. This document shall be recorded in the Cumberland County Registry of Deeds..

[Signatures Follow]

IN WITNESS WHEREOF, this Joinder to Road Maintenance and Common Facilities Agreement is executed by the undersigned as of the date first set forth above.

PROPERTY OWNER:

By: _____
Name:
Title:

MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY

By: _____
Name:
Title: Executive Director

STATE OF MAINE
COUNTY OF _____, ss _____, 20__

Personally appeared the above named, _____, Executive Director of the Midcoast Regional Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Midcoast Regional Redevelopment Authority.

Before me,

Notary Public/Attorney at Law

Print Name: _____

My Commission Expires: _____

EXHIBIT A TO JOINDER

DESCRIPTION OF THE PROPERTY

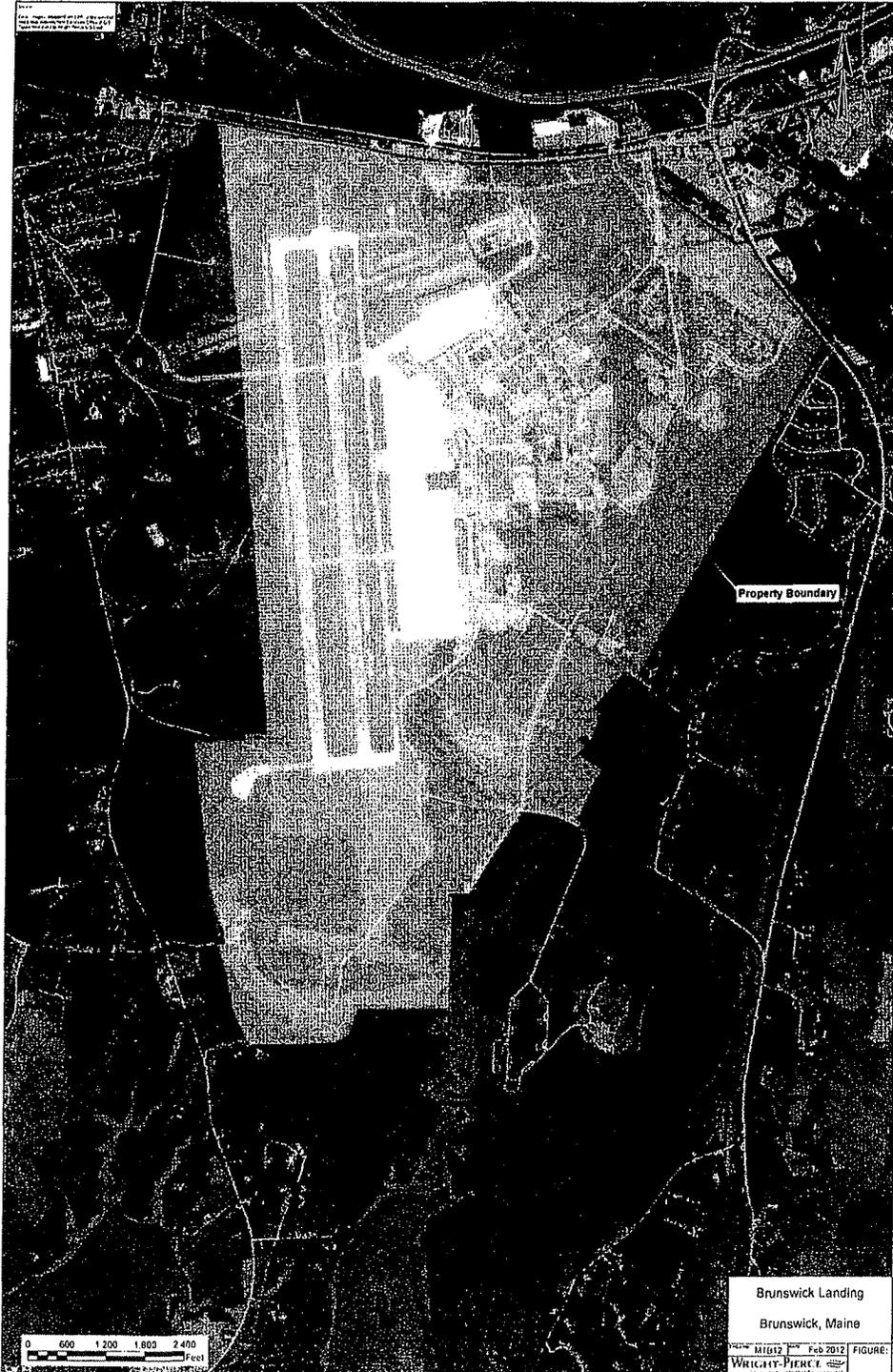
[Intentionally left blank in this sample of the Joinder]

Received
Recorded Register of Deeds
Jul 30, 2013 03:40:17P
Cumberland County
Pamela E. Lovley

EXHIBIT B

IDENTIFICATION OF THE LAND

For purposes of this Road and Common Facilities Maintenance Agreement, the Land is that portion of the former Brunswick Naval Air Station, Brunswick, Cumberland County, Maine in the light-shaded area shown below:



MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
COMMON AREA MAINTENANCE CHARGE CALCULATION FOR
FY 2014

Wages

Permanent Employees (wages and benefits) (half of cost)	\$59,540.00
Seasonal Help (half of cost)	<u>\$15,000.00</u>
	\$74,540.00

Snow Removal

Estimated cost for ten snowfall events. Contract with Enterprise Trenchless Technologies, Inc.	\$50,000.00
---------------------------------------------------------------------------------------------------	-------------

Pavement and Markings

Emergency pavement repair on streets and sidewalks, street and traffic signage, street and crosswalk markings	\$15,000.00
------------------------------------------------------------------------------------------------------------------	-------------

Paving

Capital Improvement - Paving	<u>\$60,460.00</u>
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Total

\$200,000.00

Distributed over 1,226,058 square feet the per square foot assessment is \$0.16

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
 CALCULATION OF COMMON AREA MAINTENANCE CHARGES
 FY 2014

<i>No</i>	<i>Facility Name</i>	<i>Year Built</i>	<i>Map Grid</i>	<i>Sum Area</i>	<i>Unit</i>	<i>Transfer Mechanism</i>
11	Navy Exchange Retail Complex	1981	260	52,381	SF	MARRA Economic Development Conveyance
23	Car Wash	1994	26P	1,335	SF	MARRA Economic Development Conveyance
25	Indoor Fitness Center	1983	25P	16,658	SF	MARRA Economic Development Conveyance
27	Family Services Center	1984	26-O	7,862	SF	MARRA Economic Development Conveyance
37	NCIS	1943	34S	2,320	SF	MARRA Economic Development Conveyance
38	Pass & Id Office	2004		725	SF	MARRA Economic Development Conveyance
39	Golf Course Main Bldg.	1985	10G	2,800	SF	MARRA Economic Development Conveyance
43	Telephone Exchange Bldg.	1988	026Q	1,156	SF	MARRA Economic Development Conveyance
51	NCIS Building #2	2005		5,000	SF	MARRA Economic Development Conveyance
54	Applied Instr. Building	1988	28R	30,000	SF	MARRA Economic Development Conveyance
78	Golf Clubhouse	1981	10-G	3,040	SF	MARRA Economic Development Conveyance
87	Aswoc/Tsc	1988	26R	52,513	SF	MARRA Economic Development Conveyance
103	Military Working Dog Kennel	2004		1,600	SF	MARRA Economic Development Conveyance
516	Niteflight	1958	23R	14,983	SF	MARRA Economic Development Conveyance
538	Nx Service Station	1957	26O	5,292	SF	MARRA Economic Development Conveyance
585	Chapel	1965	270	13,610	SF	MARRA Economic Development Conveyance
632	Fats Trainer	2005	33M	3,200	SF	MARRA Economic Development Conveyance
639	Operational Training Bldg. (D	1975	27Q	3,540	SF	MARRA Economic Development Conveyance
660	Truck Wash	1998	P31	2,016	SF	MARRA Economic Development Conveyance
750	Transient Visitor Quarters	2004		<u>115,000</u>	SF	MARRA Economic Development Conveyance
Total				335,031		
731	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
732	Bachelor Enlisted Quarters	2002	24P	5,679	SF	Affordable Midcoast Housing
733	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
734	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
735	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
736	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
739	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
740	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
741	Bachelor Enlisted Quarters	2002	24Q	5,679	SF	Affordable Midcoast Housing
746	Bachelor Enlisted Quarters	2002	24P	7,083	SF	Affordable Midcoast Housing
751	School Age Care Center	2003		2,500	SF	Affordable Midcoast Housing
730	Bachelor Enlisted Quarters	2002	24P	5,679	SF	Affordable Midcoast Housing
737	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
742	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
743	Bachelor Enlisted Quarters	2002	24Q	5,679	SF	Affordable Midcoast Housing

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
 CALCULATION OF COMMON AREA MAINTENANCE CHARGES
 FY 2014

<i>No</i>	<i>Facility Name</i>	<i>Year Built</i>	<i>Map Grid</i>	<i>Sum Area</i>	<i>Unit</i>	<i>Transfer Mechanism</i>
744	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
745	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
747	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
748	Bachelor Enlisted Quarters	2002	24Q	7,083	SF	Affordable Midcoast Housing
749	Bachelor Enlisted Quarters	2002	24Q	<u>5,679</u>	SF	Affordable Midcoast Housing
				130,057	SF	
24	Personnel Support Det Bldg.	1982	26P	10,000	SF	Tom Ryan
592	Vet Clinic	1950	26Q	<u>1,621</u>	SF	Tom Ryan
				11,621		
31	Navy Lodge	1999	27O	15,054	SF	Priority Group
583	Bowling Center/Rec Mall	1965	27P	<u>19,380</u>	SF	Priority Group
				34,434		
211	Physical Fitness Facility	1954	25P	<u>50,984</u>	SF	Town of Brunswick
				50,984		
81	Chrimp Facility	1980	N22	<u>7,000</u>	SF	MARRA Lease
250	Maintenance Hangar	1956	24M	<u>93,000</u>	SF	MARRA Lease
				100,000		
5	Maintenance Hangar	1982	23Q	163,454	SF	MARRA Public Benefit Conveyance
6	Maintenance Hangar	2005	30N	166,335	SF	MARRA Public Benefit Conveyance
86	Gse Maint. Shop	1992	25N	31,980	SF	MARRA Public Benefit Conveyance
153	Recycling Center	1992	16K	7,800	SF	MARRA Public Benefit Conveyance
200	Operations-Control Tower Bldg.	1954	28L	22,409	SF	MARRA Public Benefit Conveyance
553	Airfield Support Building	2004	24N	15,888	SF	MARRA Public Benefit Conveyance
554	P3 Support Facility	2002	24N	<u>10,000</u>	SF	MARRA Public Benefit Conveyance
Total				417,866		
150	Naval Air Reserve Center	1992	29R	13,196	SF	Southern Maine Community College
151	Naval Surface Reserve Center	2002	29Q	24,480	SF	Southern Maine Community College
512	Bachelor Officers Quarters	1958	28Q	61,882	SF	Southern Maine Community College
644	Operational Trainer Bldg.	1979	27R	13,571	SF	Southern Maine Community College
645	Br Medical/Dental Clinic	1979	28-R	31,559	SF	Southern Maine Community College
649	Ambulance Garage	1979	28-R	<u>1,377</u>	SF	Southern Maine Community College
				146,065		

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY
 CALCULATION OF COMMON AREA MAINTENANCE CHARGES
 FY 2014

<i>No</i>	<i>Facility Name</i>	<i>Year Built</i>	<i>Map Grid</i>	<i>Sum Area</i>	<i>Unit</i>	<i>Transfer Mechanism</i>	<i>Foot Cost</i>
<i>Brunswick Landing</i>							
	Affordable Midcoast Housing			130,057	10.61%		\$21,215 \$0.163124
	MRRA Economic Development Conveyance			335,031	27.33%		\$54,652 \$0.163124
	MRRA Lease			100,000	8.16%		\$16,312 \$0.163124
	MRRA Public Benefit Conveyance			417,866	34.08%		\$68,164 \$0.163124
	Priority Group			34,434	2.81%		\$5,617 \$0.163124
	Southern Maine Community College			146,065	11.91%		\$23,827 \$0.163124
	Tom Wright			11,621	0.95%		\$1,896 \$0.163124
	Town of Brunswick			<u>50,984</u>	<u>4.16%</u>		<u>\$8,317</u> \$0.163124
	<i>Brunswick Landing Total</i>			1,226,058	100.00%		\$200,000.00

John Eldridge

From: Abraham, Kristy M. <kabraham@preti.com>
Sent: Tuesday, April 15, 2014 10:53 AM
To: Langsdorf, Stephen E. F.; John Eldridge
Subject: RE: MRRA Common Area Maintenance Agreement
Attachments: 3229_99993_20140415.pdf

I have some comments and recommended changes on the joinder. See attached. You are correct, though, that as to the actual agreement itself, you don't appear to have much choice in becoming a party to it assuming the summary in the cover letter is an accurate description of the Master Plan. The Maintenance Agreement is signed and executed already so there is not really anything left to negotiate there. I assume you are in agreement with the square footage calculated?

I would point out a few provisions in particular in the maintenance agreement:

- Section 4 – MRRA is receiving a 10% administrative fee in connection with its services under this agreement
- Section 6 – to the extent the CAM charge estimates are overstated in any given year, any excess amounts paid are credited against future charges, not refunded to the property owners
- Section 7 – failure to pay CAM charges will result in a lien on the property owner's property
- Section 9 – At MRRA's discretion, it can form an association for the purpose of performing MRRA's duties under this agreement.
- Section 10 – obligation to indemnify MRRA for claims arising out of negligent or wrongful acts/omissions of the property owner, including legal fees. Each property owner has required insurance coverage stated in this section.

Let me know if there are any questions.

Kristy M. Abraham
Attorney
PretiFlaherty

From: Langsdorf, Stephen E. F.
Sent: Tuesday, April 15, 2014 9:38 AM
To: John Eldridge
Cc: Abraham, Kristy M.
Subject: RE: MRRA Common Area Maintenance Agreement

Yes I see that is still on the list. I asked my associate Kristy Abraham to review.

Stephen E. F. Langsdorf
PretiFlaherty

From: John Eldridge [<mailto:jeldridge@brunswickme.org>]
Sent: Tuesday, April 15, 2014 9:35 AM
To: Langsdorf, Stephen E. F.
Subject: RE: MRRA Common Area Maintenance Agreement

Stephen,

I was looking through my list of issues and found this one that I believe is still outstanding. Could you take a look and let me know your thoughts? Thanks.

JE

John. S. Eldridge, CPFO
Finance Director
Town of Brunswick
85 Union Street
Brunswick, ME 04011

ITEM 76

BACK UP MATERIALS

Memo

To: Members of the Brunswick Town Council
From: Thomas M. Farrell, Director 
Date: June 12, 2014
Re: *Brunswick Topsham Land Trust (BTLT) Offer to Fund Both Natural Resource Delineation/Survey Work and Related Environmental Permit Application Preparation Costs for the Kate Furbish Preserve*

On May 23, 2014 Town staff met with Maine Department of Environmental Protection (MDEP) representatives to tour portions of the proposed trail system to be developed upon the Kate Furbish Preserve at Brunswick Landing.

Ms. Marybeth Richardson, Regional Licensing and Compliance Manager representing MDEP, Bureau of Land and Water Quality indicated that relative to permitting requirements, the Town will need to meet the standards of the Natural Resources Protection Act prior to pursuing trail development work in areas upon and/or adjacent to defined wetland areas. There will be a need to obtain MDEP Permit by Rule authorizations for stream crossings or trail development in areas adjacent to wetlands as well as a potential tier 1 wetland alteration permit.

To prepare the permit applications necessary, the Town will need to delineate wetlands along the entire proposed trail system corridor. We recently obtained a proposal from Stantec Consulting Services to perform this work (see attached proposal).

The proposed cost to fund the necessary survey and associated permit application work is \$10,940.

Town staff and the Maine Conservation Corps Veteran Community Leader Mr. Jake Skakal have been working with the Brunswick Topsham Land Trust (BTLT) and other groups in an effort to identify volunteers to work on constructing the proposed trails on the Preserve property. Upon receiving word that the environmental permitting process would require the level of wetland delineation efforts described above I met with BTLT Executive Director Angela Twitchell to advise her of the proposed cost for the work. Angela suggested sharing the information with the BTLT Executive Committee who subsequently offered to pay the cost for the Stantec work.

Acting Town Manager John Eldridge and I met with BTLT President, Brad Babson earlier this week who confirmed the offer. Mr. Babson and I will be at your June 16th meeting to answer any questions you may have about the necessary wetland delineation and permitting work as well as BTLT's generous offer to subsidize the associated cost.



Stantec Consulting Services Inc.
30 Park Drive, Topsham ME 04086

June 11, 2014

Attention: Tom Farrell, Director

Brunswick Parks and Recreation
Town of Brunswick
220 Neptune Drive
Brunswick, ME 04011
ffarrell@brunswickme.org

**Reference: Kate Furbish Nature Preserve
REVISED Proposal for Natural Resource Surveys and Permitting**

Dear Tom,

Thank you for the opportunity to work for the community in which we live.

This proposal presents work that Stantec Consulting Services Inc. (Stantec) will complete for the Town of Brunswick and is based on our recent conversations regarding the Kate Furbish Nature Preserve (Preserve) at the redeveloped Brunswick Naval Air Station (BNAS). We understand the Town is interested in constructing a proposed network of recreational trails within the Preserve and that natural resource delineation and permitting services are required to meet Maine Department of Environmental Protection (MDEP), U.S. Army Corps of Engineers (Corps), and Town of Brunswick permit standards.

Our proposal is based on the Trail Map (attached) previously provided. We understand portions of the 7.1 mile trail network vary in width and surface type, and include segments of abandoned road, unimproved woods roads, and other man-made or game trails. We propose to survey 10 feet on either side of a flagged center line on the narrow foot paths and 10 feet from each edge of any existing abandoned and/or unimproved roadways (this distance will be 25 feet when it involves a Wetland of Special Significance (WSS)). We understand that during a site visit with the MDEP, 1 area in particular was identified as a WSS; while on-site we will make note of any WSS and identify those areas that are adjacent to the WSS resources. During our visit, we will work with your project representative, Jake Skakal, to more efficiently avoid and minimize potential impacts to sensitive resources (e.g., wetlands, streams, vernal pools, rare species habitat), as well as areas that may pose potential contamination risks. We will prepare state and federal permit applications with the assumption that there is flexibility in the project design approach that will minimize impacts to natural resources; flexibility in the project design provides flexibility in the permitting process and reduces costs significantly.

Our initial conversations indicated a strong preference to minimize impacts in order to meet Maine Permit by Rule (PBR) and Corps Category permitting requirements, and thus limit time delays and permitting related costs. It wasn't clear however, that there is a proposed trail over the Mare River, which is a tidal river and therefore regulated as a coastal wetland and WSS. Given that



June 11, 2014
Tom Farrell, Director
Page 2 of 5

**Reference: Kate Furbish Nature Preserve
REVISED Proposal for Natural Resource Surveys and Permitting**

permitting this crossing would likely require an Individual Permit, we assume for the purpose of this proposal, that the bridge across the Mare River is part of a later phase of the trail development. Costs associated with the level of permitting required for this crossing is not included in this proposal, as it will involve a more complicated process than other freshwater wetland and stream crossings.

If our understanding of the project is inaccurate or if this scope of work does not meet your needs, please let me know and we will make the appropriate modifications.

ASSUMPTIONS

For cost estimation purposes, we have made the following assumptions:

- The MDEP and Corps will consider this project to be a new project, separate from any previously existing natural resource impacts to the site.
- This project will involve less than 15,000 square feet of wetland impact and thus require a Natural Resource Protection Act (NRPA) Tier 1 permit application and Permit-by-Rule application(s) (i.e., we have not budgeted for a full NRPA process) and a Category 1 review with the Corps (i.e., costs associated with preparation of a Corps Category 2 or Individual Permit are not included in this proposal).
- The project will involve clearing within a roadbed that crosses a previously identified WSS. Given that this clearing will occur only within the existing, abandoned road bed, we assume that the project can be "waived" by DEP to a NRPA Tier 1.
- Any existing crossings of natural resources by existing roads (abandoned roads and unimproved woods roads/trails) are assumed to require minimal upgrade for the purposes of this project, and are assumed to have been permitted or exempt from permitting when they were originally installed.
- The Town of Brunswick will provide available engineering design information, including electronic CAD files, and necessary Title, Right, or Interest documentation required for the Tier 1 permit application.
- The proposed walking trails will require minimal soil disturbance (e.g., re-grading or grubbing) and most clearing related activities can be avoided and minimized.
- Additional permit applications, permit modifications, and other submittals brought about by project changes are not included in this estimate.
- The Town of Brunswick or its representative will coordinate the local permitting process, public notice, public informational meeting, and notices to abutting property owners, if required.
- Permit/license application fees and publication costs for the public notice are not included as part of this proposal. Costs associated with the permits that may be required include:



June 11, 2014
Tom Farrell, Director
Page 3 of 5

**Reference: Kate Furbish Nature Preserve
REVISED Proposal for Natural Resource Surveys and Permitting**

- MDEP:
 - o \$72 for each Permit-by-Rule
 - o \$35–\$150 for Tier 1 permit depending upon level of impact
- Town of Brunswick:
 - o \$200 for a Town of Brunswick Special Permit
 - o \$200 if a Public Hearing is required
 - o \$200 if a Planning Board meeting is required
 - o \$150 for a minor development review
 - o \$50 for a minor modification permit
 - o \$20 if public notices are required
- Stantec will provide a local community member as a field technician at no cost; this will provide an opportunity for the community member to learn more about local natural resources, environmental consulting, and natural resource survey methods.

SCOPE OF SERVICES

TASK 1 – WETLAND DELINEATION

Stantec will identify, characterize, and delineate wetland boundaries along the approximately 7.1 miles of proposed and existing roads and trails within the Preserve. For the purposes of this proposal, we have assumed that the study area will be limited to a corridor approximately 10 feet on either side of the existing gravel roads and centered on the flagged paths through the wooded areas. Wetland boundaries under local, state, and federal jurisdiction will be determined using the technical criteria described in the *1987 U.S. Army Corps of Engineers Wetland Delineation Manual* and the *2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* and the local land use ordinance. Streams and WSS under the jurisdiction of the MDEP will be identified based on the criteria of the NRPA. Stantec will mark wetland boundaries within the designated road and trail buffer with pink flagging and then locate these flags and necessary control points using a Global Positioning System (GPS) Trimble® Pro-series receiver.

GPS survey data will be downloaded to AutoCAD, and a map will be produced showing the wetland boundaries in relation to control points such as roads, utility poles, or property boundary markers. The AutoCAD file of GPS points and wetland boundaries can be provided to you for future use with engineering, survey, or topographic computerized site plans.

Full identification of WSS involves contacting natural resource agencies such as the Maine Department of Inland Fisheries and Wildlife (MDIFW) and the Maine Natural Areas Program (MNAP) for information on rare species or significant wildlife habitat in the area. It is assumed for the purposes of this proposal that Stantec will contact these agencies and the scientist on-site will collect appropriate information on any incidental observations of rare species.



June 11, 2014
Tom Farrell, Director
Page 4 of 5

**Reference: Kate Furbish Nature Preserve
REVISED Proposal for Natural Resource Surveys and Permitting**

To further assist the Town's effort in developing a viable, multi-resource trail system, Stantec, as part of the resource identification effort, will also identify and locate any significant patches of invasive plants and potentially culturally significant objects (e.g., apple trees, abandoned foundations, old wells) located within the study area.

Stantec will prepare a brief narrative report describing the delineation methods and results of the survey, including wetland classifications (i.e., types) and characteristics, and local, state, and federal wetland regulations that may affect development at the site. The report will include information garnered from MDIFW and MNAP map requests, as well as list and describe other observations involving potentially culturally significant objects and/or potential invasive species concerns. The report will also include a figure depicting the natural resources observed on-site and specifically note areas where the trail crosses or is adjacent to a WSS.

TASK 2 – STATE AND FEDERAL PERMITTING

Stantec will prepare the wetland permit applications for the proposed trail construction project based on the assumptions presented in this proposal. Based on the general location and project footprint information, this proposal was developed with the assumption that the project will qualify as a Corps Category 1 review and that wetland impacts can be permitted with MDEP with the Permit-by-Rule applications and with a NRPA Tier 1 permit application. Stantec will prepare these applications by completing the required application forms and preparing the supporting documents. We anticipate as many as 5 Permit-by-Rule applications to permit: activities adjacent to protected natural resources; replacement of structures; stream crossings; activities in, on, or over significant vernal pool; or shorebird roosting and feeding habitats. Stantec will prepare 1 draft copy for your review and 6 final permit applications for submittal to the MDEP (2 copies), Corps, the Town of Brunswick, the Maine Historic Preservation Commission (MHPC), and one for your records. Comments on the draft are anticipated to be minor in nature.

TASK 3 – LOCAL PERMITTING

Stantec will prepare the materials to support the local permitting process. This includes preparing a project summary, a summary of other permits required for the project, and a map showing the Preserve's proposed trails and natural resource crossings. For cost estimation purposes, we have assumed that the Town Parks and Recreation office will coordinate the permitting process and Stantec will complete the applications (and produce up to 18 copies for the Planning Department) on behalf of the Town of Brunswick.

TERMS AND CONDITIONS

Stantec will perform the work described in this proposal on a time-and-expense basis in accordance with our Professional Services Terms and Conditions, which are enclosed as part of this proposal. We should be able to perform Tasks 1 – 3 for \$10,940. This cost estimate is valid for 30 days. We will not perform any work that would result in exceeding the estimated cost without your prior authorization.



June 11, 2014
Tom Farrell, Director
Page 5 of 5

**Reference: Kate Furbish Nature Preserve
REVISED Proposal for Natural Resource Surveys and Permitting**

Invoices, correspondence, and final report will be directed to:

Tom Farrell
Brunswick Parks and Recreation
Town of Brunswick
220 Neptune Drive
Brunswick, Maine 04011
Phone: (207) 725-6656
Email: tfarrell@brunswickme.org

If you wish to proceed with this effort, please sign and return this proposal at your earliest convenience. Please call Danielle Tetreau (207-729-1199) or me with any questions. We look forward to working with you on this project.

Regards,

STANTEC CONSULTING SERVICES INC.

Steve Pelletier, CWB, PWS, LPF
Principal, Environmental Services
Phone: (207) 729-1199 x102
Fax: (207) 729-2715
steve.pelletier@stantec.com

Attachment: Furbish Preserve Proposed Trail Map

c. Danielle Tetreau, Stantec

PROPOSAL ACCEPTED:

Printed Name

Authorized Representative Signature

Date

ITEM 77

BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: June 12, 2014

RE: Portland, Cumberland Country, Brunswick
HOME Consortium Agreement

In June 2008, the Town Council authorized the Town Manager to execute the above-referenced agreement and Brunswick became a member of the HOME Consortium. The attached memo from the Town's former director of economic development outlined the benefits of joining the program. I have also attached a brief description of the program that was provided to the Town in 2008.

I understand the Consortium agreement must be renewed every three years. In 2011, the Town executed the attached agreement extending its participation through June 30, 2015. In February of this year, we issued a non-binding letter of intent indicating that Brunswick intended to renew the agreement for an additional three years. A copy of that non-binding letter is attached.

We are now being asked to execute an agreement extending our participation through 2018. In reviewing the materials and speaking with representatives of the Brunswick Housing Authority, and Portland's Planning and Urban Development Department, I understand the advantages cited for Brunswick's original participation are still relevant. Therefore, I recommend that the Town Council authorized the Town Manager to execute documents required for Brunswick's continued participation in the Consortium.

attachments



Town of Brunswick, Maine

Incorporated 1739

OFFICE OF ECONOMIC DEVELOPMENT

MATHEW EDDY, DIRECTOR OF ECONOMIC DEVELOPMENT

28 FEDERAL STREET

BRUNSWICK, ME 04011

TELEPHONE 207-721-0793

FAX # 207-725-6663

Email: meddy@brunswickme.org

To: Brunswick Town Council
From: Mathew Eddy
Date: June 11, 2008
Subject: HUD HOME Program

As you may remember, we introduced the concept of joining a Cumberland County Consortium of communities to establish a locally funded housing program through the federal Housing and Urban Development Department called the HOME program. We have been working with Portland and County officials to develop the attached Agreement. We are asking that you authorize the Manager to enter into that agreement.

Portland presently receives HOME funds of about \$650,000, which they will continue to be entitled to use. The agreement would result in roughly another \$650,000 available to Brunswick and Westbrook, as well as to other smaller communities in the county. Portland has agreed to manage the program, thus eliminating any administrative costs on our side.

There are basically five potential uses of funds:

- Housing rehabilitation for ownership or rental housing for low and moderate income families (for example, what some refer to as the new neighbors program where a buyer agrees to purchase a 2-4 unit apartment and commit to living there for a period of time)
- New Construction of rental or ownership housing for low and moderate income families
- Down payment and closing cost assistance for first time homebuyers
- Tenant based rental assistance (not common in other parts of Maine)

- Assisting Community Housing Development Organizations (non-profit housing providers; for example, we could have used the funds to assist the Brunswick Housing Authority with the development of Harriet Way)

As part of the agreement, we will to develop a Consolidated Plan, which will describe how the funds will be used in the region. A municipal oversight committee will oversee its development. We will be part of that organization.

This will be a unique tool for us to use in assisting owners and renters in the purchase or upkeep of their housing. The program may help us ride through some difficult times ahead resulting from the base closure and the oversupply of rental housing units. It will also create the potential to leverage other funds (Federal Home Loan Program, for example), while also allowing some of our non-profits to continue to access the State of Maine HOME program. We recommend entering into this agreement.

CUMBERLAND COUNTY HOME PROGRAM CONSORTIUM

INTRODUCTION

Over the past year you've heard mention of the *other* HUD program, in addition to CDBG, that Cumberland County communities might avail themselves to – the HOME program. Following nine months of meetings and document drafts we're on the threshold of achieving the administrative requirements to capture HOME program funds beginning July 2009.

If we can “close the deal” the Cumberland County HOME Consortium will represent an entirely new cooperative effort around the issue of affordable housing. Every community in Cumberland County will be a member.

THE HUD HOME PROGRAM

The HOME Investment Partnership Program is HUD's primary community based housing program. It operates much like the CDBG program, but is specifically targets housing activities. Like CDBG it's distributed through an allocation formula to both qualified units of local government and each state. The primary purpose of the HOME program is to increase the supply and quality of affordable housing for low-income households.

The HOME program differs from CDBG in one key regulatory aspect. Communities do not have to select the state or local program. Unlike CDBG where a community may only receive funds from one source, state **or** local, a project can receive funds from both the state **and** local HOME program.

Participating Jurisdictions

In the CDBG program participants are called “entitlement jurisdictions” – in the HOME program the term is “participating jurisdictions” - PJs. Currently in Maine there are three PJs – the State of Maine (program housed at MaineHousing); the City of Portland; and the Cities of Lewiston/Auburn Consortium.

Qualification for HOME funds is on a formula basis similar, but different then CDBG. Unless all communities in Cumberland County agree to participate, none except Portland, continuing as an independent PJ, would be eligible for funds.

HOME Program Activities

Basically there are four:

Housing rehabilitation – ownership or rental housing

Housing rehab has been a basic activity of many community development initiatives with CDBG and HOME program funds.

New construction – rental or ownership housing

Almost every affordable housing development requires some form of subsidy. HOME funds are often used to fill financing gaps in projects funded by Rural Development, Low-income Housing Tax Credits, or the Federal Home Loan Bank of Boston.

Homeownership assistance – down payment and closing costs

HOME program funds are used by many communities to establish “soft-second” mortgage programs and other types of assistance for 1st time homebuyers.

Tenant-based rental assistance

While rarely utilized in Maine and never in the 14-year history of Portland’s HOME program, rental assistance and down payment assistance can be provided to families under certain circumstances.

Community Housing Development Organization – CHDO

15% of HOME program funds, after deduction for administrative costs, must be expended through specially constituted non-profit housing providers and developers. In our region PROP, Westbrook Development Corporation (an off-shoot of the Westbrook Housing Authority) and the Freeport Housing Trust are examples of qualified CHDO organizations.

Administration

The maximum amount of HOME funds for administration is 10% of the annual allocation. As we’ve worked to develop the Cooperation Agreement it’s become apparent that dividing the administrative funds will do little for anyone. In order to ensure that the complex administrative requirements of the program are met, knowledgeable, trained staff is critical. This can only be achieved by keeping all additional administrative resources in one place to hire, house, supervise and pay this staff.

The Mutual Cooperation Agreement envisions that the additional administrative funds (up to approximately \$65,000) would be used by the City of Portland to hire one staff person. This individual would manage all consortium activities in Portland and throughout the County.

CUMBERLAND COUNTY HOME CONSORTIUM (CCHC)

The Cumberland County HOME Consortium will have four members: Cumberland County, representing the 24 members of our Community Development Entitlement Jurisdiction; the City of Portland; the City of Westbrook;

and the Town of Brunswick. Portland as a long established HOME Participating Jurisdiction will serve as the “lead entity” for administrative purposes. HUD requires this arrangement.

THE MUTUAL COOPERATION AGREEMENT

This primary contract document must be endorsed by all four members. The Agreement defines the basic elements of the Consortium including the roles and responsibilities of the members, the 3-year term of the Agreement and the division of funds received.

Division of Funds

The allocation of HOME program resources among the members is a central aspect of the Cooperation Agreement. Three principles were developed by member representatives during the formation of the Agreement.

- 1) Portland will be “held harmless”. Portland will receive at least as much HOME program funds as a member of the Consortium as it would remaining an independent participating jurisdiction. A formula has been created, “Appendix A”, to peg Portland’s “hold harmless” funding to a standard.
- 2) Portland will not join the Consortium without receiving some supplemental funding. The City wants a tangible benefit for doing something it doesn’t need to do. Discussion has centered on 10-15% of the “new” funds.
- 3) Excepting Portland, no member will receive a guaranteed allocation of funds – no “set-asides”.

NEXT STEPS

Approval of the Mutual Cooperation Agreement by All Legislative Bodies

Westbrook – Council meeting June 2nd - **Done**
Cumberland County – Commissioners meeting June 9th - **Done**
Portland – Council meeting June 16th - **Done**
Town of Brunswick – Council meeting June 16th - **Done**
Endorsement by MaineHousing (MSHA) - **Done**
Submittal to HUD – June 30th - **Done**

Development of Consolidated Plan

The Consortium must develop a Consolidated Plan, similar to the document created in the winter/spring of 2007 for the County’s CDBG program. All Consortium members will contribute to the effort.

Development of Program Administrative Guidelines

Much of this work will be completed by staff and a subcommittee of the Municipal Oversight Committee. Administrative guidelines will build upon the Cooperation Agreement providing details of the program's operation.

Hiring of staff

The City of Portland will hire program staff for the HOME Consortium in mid to late spring 2009.

CUMBERLAND COUNTY HOME CONSORTIUM

MUTUAL COOPERATION AGREEMENT TO FORM A CONSORTIUM UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM

THIS MUTUAL COOPERATION AGREEMENT made this 27th day of May, 2011, by and between Cumberland County (COUNTY), the City of PORTLAND (PORTLAND) and the Town of BRUNSWICK (BRUNSWICK). Cumberland COUNTY is acting as an Urban COUNTY representing the 25 member municipalities of the existing Community Development Entitlement Jurisdiction. The Consortium will be known as the **CUMBERLAND COUNTY HOME CONSORTIUM (CCHC)**.

WHEREAS, the Congress of the United States of America has enacted the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnerships Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter, "HUD") has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter, "HOME Program"), and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities through the HOME Investment Partnerships Program, as it may be amended, and

WHEREAS, COUNTY, PORTLAND, and BRUNSWICK agree that it is desirable and in the interests of their citizens to secure approval from U.S. Department of Housing and Urban Development (HUD) as a consortium under the federal HOME Program authorized under the HOME Investment Partnership Act, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended;

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the HOME Program to create or improve affordable housing for their low and moderate income residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY, PORTLAND, and BRUNSWICK agree as follows:

SECTION 1 - DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A, paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the following meanings given them:

1. **“Act”** means Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended (42 U.S.C. 12701 et. seq.).
2. **“Consolidated Plan”** means the Consolidated Plan for Housing and Community Development Programs prepared and adopted by the COUNTY, PORTLAND, and BRUNSWICK, as amended from time to time. The Plan describes the needs, resources, priorities and proposed activities to be undertaken with respect to HUD Programs, including the HOME Program.
3. **“Federal HOME Program”** means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first-time homebuyers and existing homeowners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing.
4. **“Regulations”** means 24 CFR Part 92 HOME Investment Partnerships Program Implementing Regulations as issued by HUD.
5. **“Federal HUD Consortium”** means a consortium of units of general local governments bound by the terms of a HOME Investment Partnership Act Consortium Agreement participating in the Federal HOME Program and receiving funds as authorized in the Federal Program Regulations.
6. **“Federal Program Requirements”** means documents issued by the U.S. Department of Housing and Urban Development describing the regulations and requirements of the HOME Program
7. **“Member”** means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.
8. **“Lead Entity”** means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.
9. **“Subrecipient”** is a public agency or non-profit selected by the member to administer all or a portion of the member’s HOME Program.

10. **"Consolidated Strategy and Plan"** means a Consolidated Plan, as defined in HOME Program Regulation 92.2 and required by HUD regulations and requirements as now or hereafter in effect.
11. **"CHDO"** means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.
12. **"HUD Regulations and Requirements"** means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.
13. **"Commitment"** means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project.
14. **"Program Income"** means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.
15. **"Hold Harmless"** means the total amount of annual HOME funds PORTLAND would be expected to receive if the CCHC were not in place. In FFY '08 that amount was \$654,808. For calculation of that amount refer to Appendix A.
16. **"Set-aside"** means the portion of the annual CCHC allocation that will be allocated to PORTLAND in addition to the hold harmless amount, and in exchange for PORTLAND's consent to participate and assume the responsibilities of the Lead Entity in the CCHC. For calculation of that amount refer to Section 5 B.

SECTION 2 - AGREEMENT

- A. The term of this Agreement begins with the effective date of July 1, 2012 and ends June 30, 2015. The COUNTY, PORTLAND, and BRUNSWICK agree that the terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during three federal fiscal years (2012, 2013, 2014) and that all members of CCHC will remain in the CCHC for the entire period. This Agreement remains in effect until the HOME funds from each of the Federal fiscal years of the qualification period are closed out pursuant to 24 CFR 92.507.
- B. The City of PORTLAND, as a long established HOME Program Jurisdiction, will continue to independently operate its own HOME program. Decisions concerning

the allocation of funds, program design and project selection will not be altered by PORTLAND'S participation in the CCHC.

- C. The Cumberland County Community Development Municipal Oversight Committee (MOC) will provide policy oversight for planning, operations, project selection and evaluation for the CCHC excepting activities conducted by the City of PORTLAND.
- D. The MOC will include members of the Cumberland County Entitlement Jurisdiction expanded to include BRUNSWICK for HOME Program activities. The MOC will review the proposed HOME program design each year and the CCHC program application to HUD. Each year's program design shall be subject to the approval of the Cumberland County Commissioners, and the elected boards of PORTLAND and BRUNSWICK. The proposed HOME program design will define a strategy in sufficient detail to accommodate the collective and individual needs and priorities of the COUNTY and BRUNSWICK.

The MOC will review the Consolidated Plan Update each year and approve any amendments needed. Proposed changes and amendments will be presented to consortium member's elected boards for approval and submission to HUD.

All consortium members must approve the HOME program design and any Consolidated Plan amendments prior to their submission to HUD.

- F. The COUNTY, PORTLAND, and BRUNSWICK mutually agree that the City of PORTLAND shall act as the Lead Entity in a representative capacity for all members of CCHC for the purposes of the Act and as further defined in the Federal Program Requirements. The City of PORTLAND, in its capacity as lead entity, is authorized to enter into an agreement with HUD. The City Manager of the City of PORTLAND, acting on behalf of CCHC, is authorized to submit an application for funding under the federal HOME Program, consistent with the approved HOME program design for each year.
- G. The COUNTY, PORTLAND, and BRUNSWICK agree that the City of PORTLAND as Lead Entity shall assume overall responsibility for ensuring that the CCHC HOME program meets the requirements concerning the Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91 and the requirements of 24 CFR 92.350(a)(5); and further, ensuring that the CCHC HOME program is carried out in compliance with the requirements of the Act, the Regulations and Federal Program Requirements. The COUNTY and BRUNSWICK agree to assist PORTLAND in maintaining compliance with the Act, the Regulations and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.
- H. If any new entities join CCHC, PORTLAND as Lead Entity agrees to notify HUD in writing and to provide a copy of the authorizing resolution from the new members' governing body and an amendment to this Agreement signed by the chief executive officer of the new member. PORTLAND, as Lead Entity, is authorized

to amend this Agreement on behalf of the entire consortium to add new members to the CCHC.

- I. The CCHC HOME program will provide fair and ample opportunity for all members to access program funds, and members will be provided opportunity to comment on and approve the distribution of all funding made available through the MOC consistent with the adopted Consolidated Plan.
- J. PORTLAND as Lead Entity will be provided additional administrative funds to cover the costs of administering the HOME Program for CCHC. PORTLAND shall establish the HOME Investment Trust Fund as specified in 24 CFR Part 92.500, and will participate in the Integrated Disbursement and Information System (IDIS) and other accounting and compliance procedures as required by HUD. The COUNTY and BRUNSWICK agree to provide all required IDIS data to PORTLAND in a timely manner.
- K. Matching funds are required by HUD. CCHC members agree that the matching funds shall be provided as follows:
 - PORTLAND will provide matching funds for projects and activities within PORTLAND
 - COUNTY and BRUNSWICK will provide match collectively for region-wide activities
 - BRUNSWICK or individual COUNTY communities will provide match for projects within their individual communities
 - The match credit balance held by the City of PORTLAND is available to match all CCHC activities on a "last resort" basis.
- L. HOME funds invested in affordable housing shall be repaid in compliance with Section 8. of this Agreement if the housing does not meet the affordability requirements of Section 92.252 and Section 92.254 of the Regulations or if the housing ceases to qualify as affordable housing before the period of affordability expires.
- M. This Agreement shall be executed by the Cumberland County Commissioners and officials of PORTLAND and BRUNSWICK pursuant to authority granted them by their governing bodies.
- N. The COUNTY, PORTLAND, and BRUNSWICK certify that they will adhere to all federal regulations pertaining to the disposition of real property, if any real property is acquired with funds authorized under the Federal HOME Program Requirements.
- O. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the State of Maine.

- P. This Agreement shall be amended only by mutual agreement of all parties in writing.
- Q. The CCHC is bound by the terms of this Agreement for the purpose of participating in the Federal HOME Program and agree to cooperate to undertake or to assist in undertaking housing assistance activities for the Federal HOME Program, and agree to receive funds as authorized in the Federal Program Regulations.
- R. The COUNTY, PORTLAND, and BRUNSWICK agree to cooperate in the implementation of the HOME Program and to cooperate in the preparation of the Consolidated Plan in accordance with HUD regulations in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350 (a)(5). The COUNTY and BRUNSWICK shall execute and submit the required certifications, and shall prepare and submit its plan for monitoring compliance with the Consolidated Plan.
- S. In accordance with the Act and the Regulations, each member of the CCHC certifies that it will direct its activities to the alleviation of housing problems within Cumberland County, that it will affirmatively market HOME-assisted housing as defined in Section 92.351 of the Regulations and will affirmatively further fair housing in accordance with applicable federal and State laws.

SECTION 3 - DESIGNATION OF LEAD ENTITY; POWERS AND DUTIES OF LEAD ENTITY

- A. The City of PORTLAND, acting through its Director of the Planning and Urban Development Department, or his/her designee, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Lead Entity for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.
- B. The Lead Entity shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.
- C. The Lead Entity shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.
- D. The Lead Entity shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.
- E. The Lead Entity will provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Lead Entity.

SECTION 4 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

- A. Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.
- B. The Consortium collectively acting through its Lead Entity and each of its Members, acting through an individual designated by each Member's chief executive officer, agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- C. Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.
- D. Each Member shall be responsible for submitting to the Lead Entity all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Strategy and Plan, Annual Action Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule for completing the tasks, budget, and certifications, written agreements executed with subrecipients, and performance reports.
- E. Project Management
 - (1) Each Member, in conjunction with CCHC Program staff, shall be responsible for project management and shall perform all procedures and tasks necessary to develop, design, implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505. The Member, with assistance from CCHC Program staff, shall describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program staff.
 - (2) Prior to implementation of projects, each Member shall enter into a HOME Project Funding Agreement with the Consortium for one or more projects. Existing HOME Project Funding Agreements predating this Mutual Cooperation Agreements may be extended as needed subject to mutual agreement of the Member and Consortium. A Member may also designate another duly qualified entity acceptable to the Consortium to enter into funding agreements with the Consortium and execute projects on behalf of said Member.

SECTION 5 – FUNDING

- A. The Lead Entity shall be entitled to 100% of the cap allowance (10%) of HOME Program funds available for administration of the Consortium. Specific administrative duties and procedures will be more fully defined in a “CCHC Program Administration Guidelines” document approved by all Members.
- B. After the administrative fee as defined in Section 5. A., and the Lead Entity’s hold harmless amount, the Lead Entity shall receive an annual allocation set-aside of Consortium funds in the amount of 10% of the balance of the annual allocation for eligible housing activities. COUNTY and BRUNSWICK will then share in the final balance of HOME Program funds allocated to the Consortium each year. At the election of the members, PORTLAND may receive funds for eligible and approved activities above its standard hold harmless and set-aside allocations. A Member may voluntarily relinquish a portion or all of its approved HOME allocation, in writing, to another Member of the Consortium. See Appendix A for calculation of Portland’s hold harmless funds.
- C. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Lead Entity consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account each month.
- D. Reservation of HOME Funds
 - (1) Project Set-Up in IDIS. Each Member may request that the Lead Entity "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e. establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement, the applicable HOME Project Funding Agreement, and all other related preliminary agreements.
 - (2) Each Member, with assistance from CCHC Program staff shall forward a Set-Up Request in writing to the Lead Entity, enclosing a HUD Project Set-Up Report together with the CCHC Project Compliance Checklist, completed through the project initiation stage. This shall include the applicable information indicating whether acquisition/relocation procedures are triggered, whether any acquisition/relocation procedures have been initiated, and if so which procedures. If not previously submitted, the Member shall also transmit the CCHC Environmental Clearance Form. However, the Lead Entity will not establish a site or activity in the IDIS

System if one or more of the following conditions occur: HUD Set-Up Report is incomplete; the data on the HUD Set-Up Report or other site data are inconsistent with HOME Program requirements; environmental clearance is not complete per Section 10, paragraph b. Environmental Review, or if the required acquisition/relocation procedures are incomplete or inadequate.

- (3) Each Member, in conjunction with CCHC Program staff shall request site Set-up consistent with the following:
 - (a) For a closing involving a cash transaction, submit request at least seven days prior to closing and scheduled to coordinate with the Lead Entity's cash drawdown cycle.
 - (b) For a closing that does not involve a cash transaction, submit request at least three business days prior to the closing.

E. Written Agreements

- (1) Prior to disbursing HOME Program funds each Member shall enter into a written agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor.
- (2) The Member shall include in each such written agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Lead Entity consistent with HOME Program regulations and this Agreement.

F. Review of Project Funding Instruments Members shall transmit any proposed funding instruments and agreements to the Lead Entity for review consistent with the applicable Consortium administrative guidelines, as they may be amended from time to time. Once guidelines and funding instruments have been approved by the Lead Entity, the Member may execute such funding instruments without further review by the Lead Entity. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.

G. Expenditures The Member shall meet the principles and standards of cost allowability stated in the current OMB Circular A-87, "Cost Principles for State and Local Governments."

H. Reversion of Assets Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

SECTION 6 - SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

The CCHC as a whole is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time.

SECTION 7 - TERM OF AGREEMENT AND RENEWAL

- A. This Agreement shall commence on July 1, 2012 and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2012, 2013, and 2014 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.
- B. Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FFY2014. Each Member shall notify the Lead Entity at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Lead Entity as soon as possible after it receives the grant information.
- C. This Agreement shall automatically renew for the Consortium's participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, PORTLAND shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and PORTLAND shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify PORTLAND, and PORTLAND shall notify the HUD Field Office, before the beginning of the new qualification period. Before the beginning of each new qualification period, PORTLAND shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the agreement will be void if:

PORTLAND fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or PORTLAND fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

SECTION 8 - REPAYMENT OF FUNDS AND PENALTIES

A. Repayment of HOME Funds to HUD

- (1) In the event that HUD requires the Lead Entity to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Lead Entity for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with the foregoing, the Lead Entity, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Lead Entity, if required on account of the Lead Entity's use of such HOME funds.
- (2) In the event that HUD requires repayment of HOME funds by the Lead Entity which cannot be attributed to a single Member's use of such funds, each Member shall be liable to repay to the Lead Entity, a proportional percentage of such repayment amount equal to the Member's portion of the total Consortium HOME Program funding allocation, or such other sum as the Consortium Members agree to in writing.

B. Cancellation Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Lead Entity.

C. Violations Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME Project Funding Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.

D. Penalties

- (1) Member. Each Member shall reimburse the Lead Entity the full amount of any penalties assessed against the Lead Entity by HUD as a result of that Member's use of HOME funds pursuant to this Agreement. Each Member shall reimburse the Lead Entity the Member's proportionate share of any penalties assessed by

HUD against the Lead Entity which penalties cannot be attributed to specific Members' use of HOME funds.

(2) Lead Entity The Lead Entity shall reimburse the Consortium the full amount of any penalties assessed against the Consortium by HUD as a result of the Lead Entity's failure to comply with HUD regulations.

E. Restriction on Future Funds The Lead Entity may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:

(1) First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Lead Entity and Member;

(2) Second against any other HOME funds allocated to the Member in the same fiscal year;

(3) Finally against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Lead Entity shall make the withheld funds available to the Member for HOME projects. Otherwise such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Lead Entity or Consortium as the case may be.

SECTION 9 - OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE AND INDEMNIFICATION

A. Opportunity to Cure The Lead Entity shall provide a written notice to a Member of the violation of any provisions of this Agreement, a HOME Project Funding Agreement, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Lead Entity shall establish said deadline. The Lead Entity may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

B. Disputing a Violation If the Member and Lead Entity disagree as to whether a violation has occurred, either may request HUD' determination of whether a violation exists. The Member disputing the Lead Entity's finding of a violation may expend the subject funds, subject to repayment, unless the Lead Entity chooses to withhold the funds.

- C. Legal Recourse In the event that any Member, including the Lead Entity acting in its representative capacity, fails to comply with this Agreement, a HOME Project Funding Agreement, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Lead Entity or the Consortium in complying with a HUD finding, the Lead Entity or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.
- D. Indemnification for Violations Each Member shall hold harmless and defend the Lead Entity, the Consortium and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, or any HOME Project Funding Agreement, and from penalties, costs and attorneys' fees related to such failure.

SECTION 10 - FAIR HOUSING

- A. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).
- B. Affirmative Marketing Each Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351. Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

SECTION 11 – HOME/GENERAL PROVISIONS

- A. Federal Regulations The provisions of 24 CFR Part 92, HOME Investment Partnerships Program, Final Rule, 24 CFR Part 92 dated September 16, 2003 (hereinafter "HOME Program regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Lead Entity and Members shall at all times comply with said HOME Program regulations, and shall comply with other related Federal and state statutes and regulations, Executive Orders, OMB Circulars, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.
- B. Environmental Review The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall prepare and provide to the Lead Entity all information necessary to obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.

- C. Equal Opportunity Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).
- D. Labor Standards Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.
- E. Records Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition each Member shall make available copies of all such records as may be requested by the Lead Entity for administration of the Consortium.
- F. Reports The Lead Entity shall, on behalf of the Consortium submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Lead Entity in providing all data and information specific to each community and projects in such formats and time frame as required by HUD and the Lead Entity. In addition, each Member shall prepare and submit to the Lead Entity the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Lead Entity within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Lead Entity shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).
- G. Religious Organizations Each Member shall ensure that HOME funds are not disbursed to a primarily religious organization as prohibited by HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.

H. Conflict of Interest

- (1) In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 24 CFR 85.36 and 24 CFR 84.42. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.
 - (2) The conflict of interest provisions of part (i) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Lead Entity, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Lead Entity in writing as to any such exceptions granted by HUD.
- I. HOME Project Requirements Each Member shall perform and carry out the projects as described in the HOME Program Descriptions approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME Project Funding Agreements (Master Agreements and/or single project agreements), consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a subrecipient or other entity shall contain provisions requiring compliance with the regulations cited herein.

- J. Ownership, Use, and Disposition of Property Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 - 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b). Each Member shall describe in the Project Descriptions the specific restrictions to be utilized for each project.
- K. Post-Completion Requirements Upon completion of a project, each Member shall enforce all applicable short and long-term special requirements. Such requirements include, but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing Quality Standards (see regulation 92.251 and 92.504(c) & (d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post-completion enforcement responsibility by site and shall include such plans in each site file. Each Member shall notify the Lead Entity of compliance with this requirement by completing the Post-completion Plan item on the Consortium Project Compliance Checklist for each site.
- L. Other Federal Regulations and Provisions Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H shall be as stated in SECTION 10 – HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.
- M. Lead-Based Paint Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead-Based Paint Regulations 24 CFR Part 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same.

N. Audit and Monitoring

- (1) General. Consortium and Member records shall be audited consistent with 24 CFR 44 (OMB A-128; Government entities) and non-profit subrecipient records shall be audited consistent with OMB A-133. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Lead Entity, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.
- (2) HUD Performance Reviews and Monitoring HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 - 92.552. Each Member agrees to cooperate with HUD and the Lead Entity to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.
- (3) Monitoring by the Lead Entity The Lead Entity shall perform periodic monitoring of projects on behalf of the Consortium. Such monitoring will include, but shall not be limited to, an annual review of the activities of owners of housing assisted with HOME funds, as applicable in accordance with HOME Program regulation 92.504(d), and an annual review of the performance of each contractor and recipient of HOME Program funds. Each Member shall cooperate with the Lead Entity throughout these monitoring procedures and shall implement such corrective action as requested by the Lead Entity consistent with HOME Program regulations.
- (4) Monitoring by Member Each Member, in conjunction with CCHC Program staff shall monitor its recipients at least annually to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Lead Entity and Members. Each Member shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.

O. Indemnification

- (1) Disclaimer Each Member shall hold harmless and defend the Lead Entity, the Consortium, and the other Members from and against all claims arising from any

latent, or patent defects in any work performed or services provided with respect to each Member's projects pursuant to this Agreement and any duly executed Consortium-Member HOME Project Funding Agreement.

- (2) Indemnification Each Member shall indemnify, hold harmless and defend the Lead Entity, the Consortium, and its agents, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 et seq., or any other immunities or defenses under the Act or other applicable law.

- P. Insurance Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.

- (1) Certificate of Insurance At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverage of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage or the affordability period, whichever is longer.

- (a) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverage and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Lead Entity.

- (b) Minimum Requirements Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: Minimum Amount = 80% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: Minimum Amount = HOME funds and all senior indebtedness

(2) Flood insurance All HOME - assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage:
Minimum Amount = HOME funds and all senior indebtedness.

(3) Construction Insurance Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to be performed. Said certificate shall provide coverage for premises, operations, contractual liability, completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable) and shall name the Member as additional insured. Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(a) Minimum Requirements Typically, the following coverages will be required at the minimum amounts indicated:

Workmens' Compensation:	Statutory coverage.
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence \$300,000 aggregate

(b) Automobile Liability (case by case basis, subject to determination by Member and Lead Entity) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence \$100,000 aggregate
Bodily injury	\$250,000 each occurrence \$500,000 aggregate

Q. Displacement and Relocation

(1) General Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure

compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".

(2) Use of Community Development Block Grant funds (CDBG) If CDBG funds are utilized in a HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.

(3) Responsibility of Member Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site-by-site relocation plans, determinations of comparable housing, amounts and types of relocation assistance proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the Consortium Project Compliance Checklist.

R. Acquisition The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.

S. Procurement Each Member agrees to fully comply with applicable requirements as referenced in 24 CFR 85.36 and related HUD Notices and will ensure compliance with 24 CFR 84.40 to 84.48 for nonprofit subrecipient organizations. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that 24 CFR 24 prohibits the use of debarred firms and requires certain certifications for transactions consistent with 24 CFR 24, Appendix B.

T. Loan Servicing In the event a loan or loans are issued with HOME funds, the Lead Entity and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 24 CFR 85.20, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.

U. Assignability Neither any Member nor the Lead Entity shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

V. Liens

(1) General Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens or any other encumbrances except as provided in paragraph (ii) below.

(2) A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

SECTION 12 - CHANGES

In the event that changes in this Agreement become necessary, a Member initiating such changes shall notify the Lead Entity in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Lead Entity shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

SECTION 13 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and all applicable HUD regulations. HUD HOME Program regulations (primarily at 24 CFR Part 92) and requirements, as now or hereafter in effect, are incorporated by reference and shall take precedence for determining any issues that may arise concerning the Consortium.

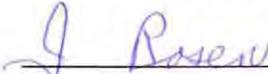
SECTION 14 - SEVERABILITY

- A. The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.
- B. This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original and constituting together one and the same instrument, this being one of the said counterparts.

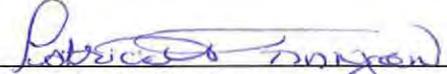
SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Lead Entity; City of Portland



Witness



Patricia A. Finnigan
Acting City Manager

Member; Cumberland County

Witness

James F. Cloutier
Chairman

Member; Town of Brunswick

Witness

Gary L. Brown
Town Manager

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Lead Entity; City of Portland

Witness

Patricia A. Finnigan
Acting City Manager

Member; Cumberland County

Barbara M. Buckley

Witness

[Signature]

James F. Cloutier
Chairman

Member; Town of Brunswick

Witness

Gary L. Brown
Town Manager

SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Lead Entity; City of Portland

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Patricia A. Finnigan
Acting City Manager

Member; Cumberland County

Witness

James F. Cloutier
Chairman

Member; Town of Brunswick

Mart f. Szypl

Witness

Gary L. Brown

Gary L. Brown
Town Manager

APPENDIX "A"

City of Portland, "Hold Harmless" Calculation

Introduction

A central premise in the creation of the Cumberland County HOME Consortium is that the City of Portland, as an existing HOME Program Participating Jurisdiction, will continue to receive funding equal to its allocation prior to the formation of the Consortium. Portland will be "held harmless". Its base funding, prior to any added allocation owing to participation in the Consortium, as outlined in other sections of the Agreement, will remain neutral.

The Standard

Portland's base, "hold-harmless" allocation under the Cumberland County HOME Consortium for 2012-2014 will be 118% of the HOME allocation for the Lewiston/Auburn HOME Consortium.

It is possible, though highly unlikely, the funding allocation for Lewiston/Auburn may vary from its historic established patterns. This could be due to penalties imposed by HUD, demographic shifts or other events unrelated to the federal HOME budget or HUD's general distribution of funds to participating jurisdictions. If this occurs, Consortium members will examine all available data to establish a hold harmless allocation for Portland in the fairest manner possible.



Planning & Urban Development Department

February 24, 2014

Robert D. Shumeyko
Director New England Office
Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Thomas P. O'Neil Building
10 Causeway Street
Boston, MA 02222-1092

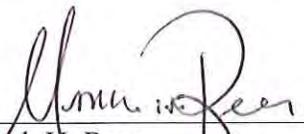
RE: Intent to Renew Portland HOME Consortia Mutual Cooperation Agreement

Dear Mr. Shumeyko:

We write to express the intent of the communities of Cumberland County, Maine to renew the existing Portland/Cumberland County HOME Consortium.

Consortium members will include the City of Portland, the Town of Brunswick, and the Cumberland County Entitlement Jurisdiction. The Consortium will continue to serve the same geography and populations as outlined in the Mutual Cooperation Agreement dated May 27, 2011. The City of Portland will continue to serve as "lead entity" for the Portland/Cumberland County HOME Consortium.

Sincerely,



Mark H. Rees
City Manager, Portland



Peter Crichton, Manager
Cumberland County

John Eldridge, Interim Manager
Town of Brunswick

CONSENT AGENDA - A BACK UP MATERIALS

5-21-14

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,

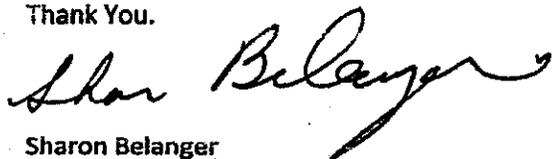
The Brunswick Lodge of ELKS #2043 is hereby requesting that the town of Brunswick provide approval to run Game of Chance in accordance with Maine State Law from 7/1/14 - 12/31/14

Please send approval to Brunswick ELKS Lodge # 2043, 179 Park Row, Brunswick Maine 04011,

Attn: I Sharon Belanger

Please refer any questions or comments to Sharon Belanger at ELK's Lodge # 2043 Phone 729-9572

Thank You.



Sharon Belanger

cc: Ms Peg Debrow
Department of Public Safety
Licensing & Inspection Unit
164 State House Station
Augusta, Me 04333-0164