

BRUNSWICK TOWN COUNCIL
Agenda
September 15, 2014
6:30 P.M. – Executive Session
7:00 P.M. – Regular Meeting
Council Chambers
Town Hall
85 Union Street

Executive Session: consultations with legal counsel regarding pending or contemplated litigation [1 M.R.S.A. §405(6)(E)]

Roll Call

Pledge of Allegiance

Acknowledgment that meeting was properly noticed

Public Comment

Correspondence

Council Committee Updates

Adjustments to the Agenda

MANAGER'S REPORT:

- a) Financial Update
- b) Appointment of Brunswick representative to the MMA Legislative Policy Committee (*Action Required*)
- c) Selection of MMA Voting Delegation for Annual Meeting (*Action required*)
- d) Review of Emerson Station repair reports
- e) Report on public conveyance deed from the Navy for Parcels REC-5 and REC-7

PUBLIC HEARING

- 112. The Town Council will hear public comments on the following Automobile Graveyard and Junkyard application, and will take any appropriate action. (Manager)

Shawn Letourneau
D/B/A: Brunswick Auto Recycling, LLC
117 Bath Road

Shawn Letourneau

HEARING/ACTION

- 113. The Town Council will hear public comments on applications for Special Amusement Licenses, and will take any appropriate action. (Manager)

Special Amusement

Bowdoin College
D/B/A: Bowdoin Dining Services – Magee’s Pub
David Saul Smith Union

Allen W. Delong

Frontier Group
D/B/A: Frontier
14 Maine Street

Michael Gilroy

HEARING/ACTION

NEW BUSINESS

- 114. The Town Council will hear a report from the Finance Committee with recommendations for a sale date for properties acquired through the tax lien foreclosure process, and will take any appropriate action. (Finance Committee)

ACTION

- 115. The Town Council will consider accepting Botany Place Drive, Section B-1 and a portion of Section B-2 as town roads, and will take any appropriate action. (Manager)

ACTION

- 116. The Town Council will discuss the creation of a combination of “Sharrow” and dedicated bike lane on Federal Street, and will determine if any future action is needed. (Councilor Perreault and Councilor Millett)

DISCUSSION

CONSENT AGENDA

- a) Approval of the Minutes of September 2, 2014

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

Brunswick Town Council
Agenda
September 15, 2014
Council Notes and Suggested Motions

Executive Session: consultations with legal counsel regarding pending or contemplated litigation [1 M.R.S.A. §405(6)(E)]

Suggested Motion:

Motion to go into executive session for a consultation with legal counsel regarding pending or contemplated litigation per 1 M.R.S.A. §405(6)(E).

COUNCIL COMMITTEE UPDATES

Councilors with information on the Committees they are involved with will share information with the Council and public.

MANAGER'S REPORT:

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

Suggested Motion: No motion is required.

- b) Appointment of Brunswick representative to the MMA Legislative Policy Committee (Action Required): This item will be to appoint Brunswick's representative to the MMA Legislative Policy Committee. Chair Pols served on this committee, but since he is not running for reelection, another Councilor will need to be appointed. Councilor Brayman has volunteered to serve in this capacity. A copy of the MMA letter explaining the committee's duties is included in your packet.

Suggested Motion:

Motion to appoint Councilor Brayman as Brunswick's representative on the MMA Legislative Policy Committee.

- c) Selection of MMA Voting Delegation for Annual Meeting (Action required): This item allows the Council to designate a delegate and an alternate to represent Brunswick at the MMA Annual Business Meeting, being held on Wednesday, October 1, 2014, at 1:30 p.m. at the Augusta Civic Center. The MMA Bylaws entitle each member community to one voting representative. The Council will need to nominate a voting delegate and an alternate. Copies of information on this item are included in your packet.

Suggested Motion:

Motion to nominate _____ as the voting delegate and _____ as the alternate to be Brunswick's voting delegation for MMA Annual meeting.

- d) Review of Emerson Station repair reports: This item is to inform the public about issues that exist at Emerson Fire Station and present revised recommendations from Wright Pierce's initial report, which had been presented to the Council on March 24th. Copies of a memo from Mr. Eldridge, a letter from Wright Pierce, and the report from Ouellet Associates are included in your packet.

Suggested Motion: No motion is required.

- e) Report on public conveyance deed from the Navy for Parcels REC-5 and REC-7: This item is to formally inform the public that the Town has received the following public conveyances for Parcel REC-5 and Parcel REC-7. Copies of a memo from Mr. Eldridge and the deeds are included in your packet.

Suggested Motion: No motion is required.

PUBLIC HEARING

112. This item is the public hearing on the renewal of an Automobile Graveyard and Junkyard licenses for Brunswick Auto Recycling, LLC located on 117 Bath Road. The facility has passed inspection. Copies of the public hearing notice, application, and inspection report are included in your packet.

Suggested motion:

Motion to approve the application for an Automobile Graveyard and Junkyard licenses for Brunswick Auto Recycling, LLC., located at 117 Bath Road.

113. This item is the required public hearing for Special Amusement licenses for Magee's Pub at Bowdoin College, consisting of bands, music, comedy, and dances, and the Frontier, with live music. Copies of the public hearing notice and applications are included in your packet.

Suggested motion:

Motion to approve Special Amusement Licenses for Bowdoin College Magee's Pub and the Frontier.

NEW BUSINESS

114. This item is the Finance Committee's report with their recommendations for a sale date for properties acquired through the tax lien foreclosure process. They are recommending the date of December 15, 2014. The action to sell the properties is consistent with the Town's policy regarding tax acquired properties. Copies of a memo from Mr. Eldridge and a list of the properties are included in your packet.

Suggested Motion:

Motion to set December 15, 2014, as the sale date for properties if outstanding obligations are not paid, as included in the attached list.

115. This item is for the Council to consider accepting Botany Place Drive, Section B-1 and a portion of Section B-2 as town roads. The Town Engineer has inspected the road to ensure it meets town standards, and the Town Attorney has reviewed the necessary paperwork. Copies of a memo from Mr. Foster, along with a map of the street and the draft Warranty Deed are included in your packet.

Suggested Motion:

Motion to accept Botany Place Drive, Section B-1 and a portion of Section B-2 as town roads and approve the Warranty Deed.

116. This item, sponsored by Councilor Perreault and Councilor Millett, is for the Council to discuss the creation of a combination of “Sharrow” and dedicated bike lane on Federal Street. This comes at the recommendation of the Bicycle & Pedestrian Advisory Committee and has been endorsed by the Downtown Master Plan Committee. This is a discussion item only at this point, since it will require the removal of several parking spaces on Federal Street, and further resident outreach is needed. Copies of a memo from the Bicycle & Pedestrian Advisory Committee, along with supporting recommendations and maps, are included in your packet.

Suggested Motion: No motion -discussion item only

CONSENT AGENDA

- a) Approval of the Minutes of September 2, 2014: A copy of the minutes is included in your packet.

Suggested Motion:

Motion to approve the Consent Agenda.

Suggested Motion:

Motion to adjourn the meeting.

MANAGER'S REPORT - A
NO BACK UP MATERIALS
IN COUNCIL PACKETS
BUT ON LINE

FOR 2015 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
10 Taxes						
111190 41101 Property Taxes	36,777,579	36,777,579	11,661.10	4,779.40	36,765,917.90	.0%
111190 41103 Deferred Property Tax	-200,000	-200,000	.00	.00	-200,000.00	.0%
111190 41104 Tax Abatements	-75,000	-75,000	.00	.00	-75,000.00	.0%
111190 41105 Interest on Taxes	75,000	75,000	16,386.47	6,556.25	58,613.53	21.8%
111190 41106 Tax Lien Costs Revenu	12,000	12,000	13,245.49	12,577.21	-1,245.49	110.4%
111190 41107 Tax Lien Interest Rev	12,000	12,000	17,999.85	17,999.85	-5,999.85	150.0%
111190 41109 Payment in Lieu of Ta	150,000	150,000	.00	.00	150,000.00	.0%
111190 41198 Homestead exemption r	0	0	96,591.00	96,591.00	-96,591.00	100.0%
111191 41110 Excise Tax - Auto	2,825,000	2,825,000	550,123.58	265,903.31	2,274,876.42	19.5%
111191 41111 Excise Tax Boat/ATV/S	25,000	25,000	2,962.20	662.80	22,037.80	11.8%
111191 41112 Excise Tax - Airplane	4,000	4,000	.00	.00	4,000.00	.0%
TOTAL Taxes	39,605,579	39,605,579	708,969.69	405,069.82	38,896,609.31	1.8%
TOTAL REVENUES	39,605,579	39,605,579	708,969.69	405,069.82	38,896,609.31	
20 Licenses & Fees						
121111 42207 Passport Fees	8,000	8,000	2,225.00	1,250.00	5,775.00	27.8%
121111 42209 Passport Picture Reve	2,000	2,000	828.00	384.00	1,172.00	41.4%
121411 42100 Building Permits	132,500	132,500	25,765.90	20,365.20	106,734.10	19.4%
121411 42101 Electrical Permits	31,000	31,000	6,249.09	2,571.72	24,750.91	20.2%
121411 42102 Plumbing Permits	20,500	20,500	3,362.50	1,855.00	17,137.50	16.4%
121611 42200 Hunting & Fishing Lic	1,300	1,300	163.25	52.50	1,136.75	12.6%
121611 42201 Dog License Fee	2,502	2,502	116.00	88.00	2,386.00	4.6%
121611 42202 Vital Statistics	45,000	45,000	11,136.60	5,775.60	33,863.40	24.7%
121611 42203 General Licenses	24,250	24,250	1,115.00	845.00	23,135.00	4.6%
121611 42204 Victulars/Innkeepers	20,675	20,675	600.00	150.00	20,075.00	2.9%
121611 42205 Shellfish Licenses	15,175	15,175	175.00	75.00	15,000.00	1.2%
121611 42206 Neutered/Spayed Dog L	4,510	4,510	198.00	150.00	4,312.00	4.4%
121611 42208 Postage Fees	0	0	60.87	20.89	-60.87	100.0%
121911 42300 Planning Board Appl F	15,000	15,000	6,334.00	5,745.00	8,666.00	42.2%
122121 42400 Fire Permits	500	500	50.00	30.00	450.00	10.0%
122221 42500 Conc Weapons Permits	600	600	170.00	90.00	430.00	28.3%
123131 42600 Public Works Opening	0	0	32.00	32.00	-32.00	100.0%
TOTAL Licenses & Fees	323,512	323,512	58,581.21	39,479.91	264,930.79	18.1%
TOTAL REVENUES	323,512	323,512	58,581.21	39,479.91	264,930.79	
30 Intergovernmental						
131122 43505 FD EMPG grant	15,000	15,000	.00	.00	15,000.00	.0%

FOR 2015 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
131132 43103 Highway Grant Fund	214,000	214,000	.00	.00	214,000.00	.0%
131142 43104 State General Assista	24,000	24,000	.00	.00	24,000.00	.0%
131190 43102 State Tax Exemption R	40,000	40,000	.00	.00	40,000.00	.0%
131192 43101 State Revenue Sharing	977,671	977,671	142,446.02	89,960.33	835,224.98	14.6%
131192 43106 Snowmobile Receipts	1,400	1,400	.00	.00	1,400.00	.0%
134546 43120 State Education Subsi	9,946,831	9,946,831	1,457,527.46	728,763.73	8,489,303.54	14.7%
134546 43150 Federal Education Sub	0	0	2,738.03	.00	-2,738.03	100.0%
TOTAL Intergovernmental	11,218,902	11,218,902	1,602,711.51	818,724.06	9,616,190.49	14.3%
TOTAL REVENUES	11,218,902	11,218,902	1,602,711.51	818,724.06	9,616,190.49	
40 Charges for services						
141111 44110 Agent Fee Auto Reg	50,000	50,000	9,964.00	4,734.00	40,036.00	19.9%
141111 44111 Agent Fee Boat/ATV/Sn	1,500	1,500	303.00	89.00	1,197.00	20.2%
141611 44131 Advertising Fees	0	0	91.20	.00	-91.20	100.0%
142121 44155 Ambulance Service Fee	875,000	875,000	141,489.72	65,617.60	733,510.28	16.2%
142121 44166 Special Detail - Fire	1,000	1,000	394.24	394.24	605.76	39.4%
142221 44161 Witness Fees	3,000	3,000	250.00	250.00	2,750.00	8.3%
142221 44162 Police Reports	3,600	3,600	622.50	617.50	2,977.50	17.3%
142221 44163 School Resource Offic	84,000	84,000	.00	.00	84,000.00	.0%
142221 44165 Special Detail - Poli	1,000	1,000	3,558.00	3,558.00	-2,558.00	355.8%
142221 44167 Dispatch Services fee	141,500	141,500	31,553.55	10,994.27	109,946.45	22.3%
143431 44175 Recycling Revenue	25,000	25,000	3,179.80	3,179.80	21,820.20	12.7%
144545 44100 School Tuition, etc	137,000	137,000	4,604.96	4,604.96	132,395.04	3.4%
TOTAL Charges for services	1,322,600	1,322,600	196,010.97	94,039.37	1,126,589.03	14.8%
TOTAL REVENUES	1,322,600	1,322,600	196,010.97	94,039.37	1,126,589.03	
50 Fines & Penalties						
151621 45103 Unlicensed Dog Fines	6,250	6,250	575.00	550.00	5,675.00	9.2%
152121 45104 False Alarm Fire	1,000	1,000	.00	.00	1,000.00	.0%
152221 45100 Ordinance Fines	600	600	100.00	70.00	500.00	16.7%
152221 45101 Parking Tickets	20,000	20,000	5,520.00	3,055.00	14,480.00	27.6%
152221 45102 Leash Law Fines	600	600	.00	.00	600.00	.0%
152221 45105 False Alarm Police	300	300	5.00	.00	295.00	1.7%
TOTAL Fines & Penalties	28,750	28,750	6,200.00	3,675.00	22,550.00	21.6%
TOTAL REVENUES	28,750	28,750	6,200.00	3,675.00	22,550.00	
60 Interest earned						

FOR 2015 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>161193 46100 Interest Earned</u>	40,000	40,000	.00	.00	40,000.00	.0%
TOTAL Interest earned	40,000	40,000	.00	.00	40,000.00	.0%
TOTAL REVENUES	40,000	40,000	.00	.00	40,000.00	
70 Donations						
<u>171952 47000 BDC Contrib to Econ D</u>	94,000	94,000	.00	.00	94,000.00	.0%
<u>171952 47002 MRRA - MCOG DUES</u>	15,000	15,000	.00	.00	15,000.00	.0%
TOTAL Donations	109,000	109,000	.00	.00	109,000.00	.0%
TOTAL REVENUES	109,000	109,000	.00	.00	109,000.00	
80 Use of fund balance						
<u>181100 48000 Unapprop General Fund</u>	1,000,000	1,000,000	.00	.00	1,000,000.00	.0%
<u>181100 48001 Bal of State Revenue</u>	50,000	50,000	.00	.00	50,000.00	.0%
<u>184500 48003 Allocation for School</u>	185,000	185,000	.00	.00	185,000.00	.0%
<u>184500 48004 School Balance Forwar</u>	2,810,000	2,810,000	.00	.00	2,810,000.00	.0%
<u>184500 48005 Restricted-Sch Bond P</u>	342,000	342,000	.00	.00	342,000.00	.0%
TOTAL Use of fund balance	4,387,000	4,387,000	.00	.00	4,387,000.00	.0%
TOTAL REVENUES	4,387,000	4,387,000	.00	.00	4,387,000.00	
90 Other						
<u>191111 49000 Finance Miscellaneous</u>	1,000	1,000	1,936.82	1,503.00	-936.82	193.7%
<u>191111 49101 Workers Comp Dividend</u>	0	0	16,160.00	16,160.00	-16,160.00	100.0%
<u>191111 49104 Property & Casualty D</u>	0	0	9,267.00	9,267.00	-9,267.00	100.0%
<u>191111 49105 Postage & Handling</u>	0	0	517.00	208.00	-517.00	100.0%
<u>191111 49106 W/C Proceeds</u>	0	0	100.00	100.00	-100.00	100.0%
<u>191192 49100 Cable Television</u>	225,000	225,000	.00	.00	225,000.00	.0%
<u>191611 49000 Town Clerk Miscellane</u>	1,250	1,250	304.75	112.75	945.25	24.4%
<u>191911 49000 Planning Miscellaneou</u>	150	150	83.00	83.00	67.00	55.3%
<u>192121 49000 Fire Miscellaneous</u>	800	800	607.32	.00	192.68	75.9%
<u>192221 49000 Police Miscellaneous</u>	0	0	148.46	137.56	-148.46	100.0%
<u>192294 49153 Police Vehicle Sales</u>	8,000	8,000	.00	.00	8,000.00	.0%

FOR 2015 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
193131 49000 Public Works Miscella	0	0	25.23	25.23	-25.23	100.0%
194545 49000 School Miscellaneous	118,000	118,000	598.57	598.57	117,401.43	.5%
199980 48100 General Fund Transfer	710,000	710,000	200,000.00	.00	510,000.00	28.2%
TOTAL Other	1,064,200	1,064,200	229,748.15	28,195.11	834,451.85	21.6%
TOTAL REVENUES	1,064,200	1,064,200	229,748.15	28,195.11	834,451.85	
GRAND TOTAL	58,099,543	58,099,543	2,802,221.53	1,389,183.27	55,297,321.47	4.8%

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

FOR 2015 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
00 Fill							
19000 General Fund Transfers Out	1,147,860	1,147,860	1,147,860.00	.00	.00	.00	100.0%
TOTAL Fill	1,147,860	1,147,860	1,147,860.00	.00	.00	.00	100.0%
<hr/>							
10 General Government							
11000 Administration	489,397	489,397	38,148.21	21,768.03	.00	451,248.79	7.8%
11100 Finance Department	715,425	715,425	106,577.64	60,692.45	165.98	608,681.38	14.9%
11150 Technology Services Dept	327,848	327,848	73,766.52	6,556.59	53,163.00	200,918.48	38.7%
11200 Municipal Officers	85,615	85,615	2,814.39	1,543.03	100.00	82,700.61	3.4%
11210 Munic Bldg - 85 Union	210,720	210,720	22,956.73	11,091.94	5,731.00	182,032.27	13.6%
11220 Munic Bldg - 28 Federal	0	0	638.11	363.21	.00	-638.11	100.0%
11230 Risk Management	473,750	473,750	136,082.04	16,778.04	.00	337,667.96	28.7%
11240 Employee benefits	0	0	-40,614.08	-17,126.50	.00	40,614.08	100.0%
11250 Cable TV	47,790	47,790	6,669.77	3,868.55	.00	41,120.23	14.0%
11300 Assessing	293,660	293,660	39,993.34	19,403.51	3,445.54	250,221.12	14.8%
11600 Town Clerk & Elections	362,077	362,077	40,355.07	23,321.77	306.00	321,415.93	11.2%
11900 Planning Department	490,779	490,779	74,545.99	44,638.88	-12,126.32	428,359.33	12.7%
11950 Economic Development Dept	109,087	109,087	12,925.43	7,556.22	.00	96,161.57	11.8%
TOTAL General Government	3,606,148	3,606,148	514,859.16	200,455.72	50,785.20	3,040,503.64	15.7%
<hr/>							
20 Public Safety							
12100 Fire Department	3,104,392	3,104,392	422,335.71	254,457.14	28,709.55	2,653,346.74	14.5%
12150 Central Fire Station	42,089	42,089	7,258.72	5,743.84	-1,167.22	35,997.50	14.5%
12160 Emerson Fire Station	41,825	41,825	4,126.50	1,487.46	1,196.00	36,502.50	12.7%
12200 Police Department	3,762,478	3,762,478	518,923.55	283,165.30	.00	3,243,554.45	13.8%
12210 Police Special Detail	0	0	3,376.06	3,138.78	.00	-3,376.06	100.0%
12220 Emergency Services Dispatch	777,412	777,412	98,184.34	57,418.67	.00	679,227.66	12.6%
12250 Police Station Building	98,020	98,020	9,582.61	5,683.43	.00	88,437.39	9.8%
12310 Streetlights	208,000	208,000	28,629.20	14,406.38	.00	179,370.80	13.8%
12320 Traffic Signals	31,600	31,600	1,204.32	707.14	6,000.00	24,395.68	22.8%
12330 Hydrants	438,790	438,790	4,200.95	.00	.00	434,589.05	1.0%
12340 Civil Emergency Preparedness	2,000	2,000	.00	.00	.00	2,000.00	.0%
TOTAL Public Safety	8,506,606	8,506,606	1,097,821.96	626,208.14	34,738.33	7,374,045.71	13.3%

FOR 2015 02

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	429,111	429,111	55,410.96	31,931.63	900.00	372,800.04	13.1%
13110	PW General Maintenance	1,706,214	1,706,214	164,109.99	100,817.01	34,685.65	1,507,418.36	11.7%
13130	Refuse Collection	581,847	581,847	62,616.43	58,214.83	327,109.48	192,121.09	67.0%
13140	Recycling	297,729	297,729	23,356.93	23,738.93	262,184.18	12,187.89	95.9%
13150	PW Central Garage	741,300	741,300	80,879.48	59,727.56	18,723.68	641,696.84	13.4%
	TOTAL Public Works	3,756,201	3,756,201	386,373.79	274,429.96	643,602.99	2,726,224.22	27.4%
<hr/>								
40	Human Services							
<hr/>								
14100	General Assistance	163,607	163,607	27,826.60	17,842.76	1,206.29	134,574.11	17.7%
14120	Health & Social Services	2,766	2,766	250.04	.00	.00	2,515.96	9.0%
	TOTAL Human Services	166,373	166,373	28,076.64	17,842.76	1,206.29	137,090.07	17.6%
<hr/>								
45	Education							
<hr/>								
14500	School Department	35,763,587	35,763,587	2,090,093.53	1,060,906.62	.00	33,673,493.47	5.8%
	TOTAL Education	35,763,587	35,763,587	2,090,093.53	1,060,906.62	.00	33,673,493.47	5.8%
<hr/>								
50	Recreation and Culture							
<hr/>								
15000	Recreation Administration	456,225	456,225	62,560.43	34,029.36	-1,065.87	394,730.44	13.5%
15050	Rec Buildings and Grounds	678,434	678,434	89,413.84	58,228.32	7,003.62	582,016.54	14.2%
15150	Rec Federal St Building	0	0	378.47	141.35	.00	-378.47	100.0%
15250	Rec Building 211	160,327	160,327	3,933.91	3,796.96	765.00	155,628.09	2.9%
15300	Teen Center	15,000	15,000	15,000.00	15,000.00	.00	.00	100.0%
15310	People Plus	115,000	115,000	110,000.00	110,000.00	.00	5,000.00	95.7%
15400	Curtis Memorial Library	1,285,000	1,285,000	211,666.70	105,833.33	.00	1,073,333.30	16.5%
	TOTAL Recreation and Culture	2,709,986	2,709,986	492,953.35	327,029.32	6,702.75	2,210,329.90	18.4%
<hr/>								
60	Intergovernmental							
<hr/>								

FOR 2015 02

60	Intergovernmental	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
16000	County tax	1,333,350	1,333,350	.00	.00	.00	1,333,350.00	.0%
	TOTAL Intergovernmental	1,333,350	1,333,350	.00	.00	.00	1,333,350.00	.0%
70	Unclassified							
17000	Promotion and Development	164,917	164,917	123,467.55	33,455.66	.00	41,449.45	74.9%
17010	Additional School Assistance	10,000	10,000	.00	.00	.00	10,000.00	.0%
17020	Cemetery Care	3,000	3,000	500.00	.00	.00	2,500.00	16.7%
17030	Wage Adjustment Account	9,000	9,000	.00	.00	.00	9,000.00	.0%
	TOTAL Unclassified	186,917	186,917	123,967.55	33,455.66	.00	62,949.45	66.3%
80	Debt Service							
18020	2006 CIP G/O Bonds	252,000	252,000	.00	.00	.00	252,000.00	.0%
18030	2011 GO CIP Bonds	264,890	264,890	.00	.00	.00	264,890.00	.0%
18040	Police Station Bond	405,625	405,625	.00	.00	.00	405,625.00	.0%
	TOTAL Debt Service	922,515	922,515	.00	.00	.00	922,515.00	.0%
	GRAND TOTAL	58,099,543	58,099,543	5,882,005.98	2,540,328.18	737,035.56	51,480,501.46	11.4%

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

MANAGER'S REPORT - B BACK UP MATERIALS



Maine Municipal Association

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

June 26, 2014

John Eldridge, III
Interim Town Manager - Town of Brunswick
85 Union St.
Brunswick, ME 04011

Dear John,

Ballots have been mailed to MMA's member municipalities for the 2014-2016 term of the Legislative Policy Committee (LPC). Based on its proportionate size within its Senate/District (which is also its LPC District), the Town is allowed to appoint one representative to the LPC. (The other LPC representative in your district is elected.) The appointee must be an elected or appointed municipal official who is currently serving in office. For more information about the LPC, a copy of the current *LPC Handbook* is enclosed.

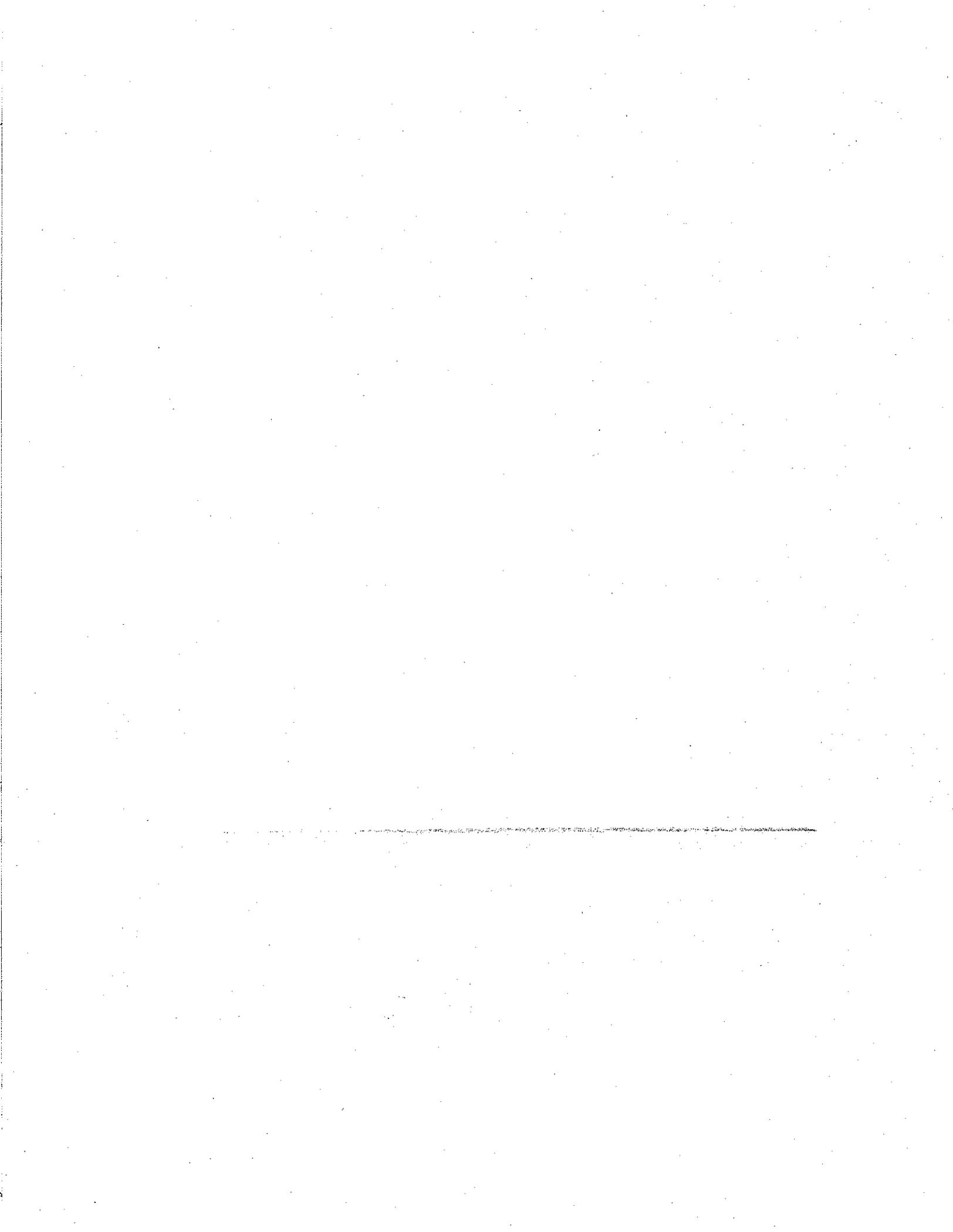
When making this appointment, it is important for the Council to consider the level of commitment necessary to represent your municipality on the LPC. During each legislative session, the LPC meets once a month in Augusta, and LPC members are called upon to actively participate in advocacy efforts, perhaps by contacting their legislators about a pressing bill, writing a letter to the editor or even attending a particularly important public hearing in Augusta. Outside of the legislative session, the LPC meets at least once or twice a year in the fall or early winter for the purpose of developing the Association's legislative agenda.

To that end, a process will begin shortly after the election of the new LPC for the purpose of brainstorming and ultimately developing MMA's legislative agenda for the 2015-2016 biennium. With input from your community's LPC member, any number of emerging (or perhaps long-neglected) issues could rise to top priority positions in the Association's legislative platform. For example, past Legislative Policy Committees have developed legislative agendas that focused on protecting municipal revenue sharing, eliminating or mitigating unwelcome state mandates, addressing taxation policy inequities and overbroad tax exemptions, and enhancing property tax relief programs. In addition to potentially significant or sweeping public policy proposals, it is often the case that the LPC agenda includes technical bills correcting or updating current state law to assist municipal officials in the work they do. Whatever the upcoming municipal priorities may be, it is very important that the interests of your community are well represented.

Please notify us in writing as soon as possible when the Town has made its appointment, providing us with the appointee's contact information. If you would like to designate an alternate at this time, please provide the contact information for that person. If you have any questions, please call MMA's State and Federal Relations staff at 623-8428.

Sincerely,

Peter Nielsen
President, MMA



THE LPC HANDBOOK

MMA's Legislative Policy Committee

The Legislative Policy Committee (LPC) is a representative body made up of 70 members plus MMA's Vice President who serves as the Chair. The primary role of the Chair is to call and facilitate all LPC meetings, moderate LPC discussions, and ensure the proper application of all the procedures established in this *Handbook*. The Chair is not a voting member of the LPC, except to break a tie. As described in detail below, all members of the LPC are elected or appointed municipal officials who, with the exception of the Chair, are elected to the position of LPC Representative by the municipal officers within their district.

Role of the LPC. MMA's 12-member Executive Committee is the Board of Directors of the Association and responsible for its control and management. In the 1970's, the Executive Committee created the Legislative Policy Committee (LPC). The LPC serves a critical function as the advocacy arm of the Maine Municipal Association. The purpose of the LPC is to define municipal interests and to maximize those interests through effective participation in the legislative process. Specifically, in consultation with the Executive Committee, the LPC is responsible for:

- Developing and coordinating MMA's legislative policy process;
- Identifying MMA's advocacy priorities and developing a legislative program;
- Providing direction on legislative strategy to achieve these objectives; and
- Taking positions on legislative proposals affecting municipalities.

In addition, LPC Representatives are expected to assist MMA staff by acting as municipal advocates at the local level. LPC members are expected to:

- Establish ongoing communication with legislators in their Senate districts and inform those legislators about LPC positions;
- Act as liaisons with municipal officials in their districts; and
- Keep MMA staff informed of issues of concern.

Districts. Representation on the LPC is based on the State Senate districts. Two members are elected from each of the 35 State Senate Districts.

In districts where a municipality represents more than half of the district's population, the municipal officers of that municipality are allowed to appoint one member to the LPC, and the remaining LPC Representative shall be elected by all the municipalities in the district. In Senate districts located entirely within one municipality, the municipal officers of that municipality appoint its two LPC Representatives.

Nominations. A new LPC is elected every two years. Elections are held the same year as legislative elections (even-numbered years), although months earlier than the statewide election in November. Shortly after the conclusion of the second session of

the Legislature (in April or May of the even-numbered years) an announcement is sent to the Key Municipal Official in all municipalities informing them of the LPC election and asking for nominations of a candidate from their municipality or any other municipality within their district.

Elections. Once nominations are received, ballots containing the names of all nominees received by the specified deadline are mailed to all municipalities. The ballot also contains a space for write-in candidates. The boards of selectmen or councils of each municipality within the Senate district make their preference known on the ballot and return it to the Maine Municipal Association by a date certain. The nominees or write-in candidates receiving the most votes are elected to the Legislative Policy Committee and so-notified.

In the case of a tie vote, the Chair shall contact the winning candidates and attempt to obtain a negotiated resolution. The negotiated resolution could involve establishing: (1) a run-off election; (2) an agreement among the winning candidates to share the position by serving as each other's alternate for the duration of the term, or (3) some other mutually agreeable solution. In the event a negotiated resolution to the tie vote cannot be obtained, the MMA President is authorized to resolve a tie vote by appointment.

Terms. The LPC members serve for a two-year term running from July 1st of each even-numbered year to the June 30th of the next subsequent even-numbered year.

Alternates. Each LPC member may designate one or more alternates who can serve in the place of that LPC member at any meeting of the LPC. The designation must be submitted in writing to the Executive Director for filing at the MMA offices. An alternate may participate as a member at any LPC meeting only in the absence of the elected LPC member.

Vacancies. Vacancies occur when an LPC member resigns, is no longer qualified to serve because he or she is no longer a local official in his or her district, or when the member (or the member's designee) fails to attend three consecutive meetings.

If a member or the member's designee does not attend the LPC for three consecutive meetings, the Executive Director must contact the member to find out if he or she wants to continue to serve on the LPC. If the member resigns or fails to attend the next LPC meeting, the Executive Director then notifies the President that a vacancy exists.

In the case of any vacancy which occurs in a district falling entirely within a single municipality (see *Districts*, above), the President or the President's designee shall notify the Key Municipal Official of that municipality and the municipal officers of that municipality may appoint a new LPC Representative. In the case of any vacancy that occurs in a multi-municipal LPC district, the President is authorized to appoint a replacement, with consideration given to the criteria provided herein.

Criteria for Appointment. In the event of a vacancy with respect to which the President is authorized to appoint a replacement, the President shall consider the following equally-weighted criteria before making the appointment:

- The level of interest in the position that might be held by those municipal officials on that district's ballot at the immediately previous LPC election;
- In the case of vacancies created because the former LPC member is no longer qualified to serve in that district, the level of interest in the position that might be held by the municipal official immediately filling the office formerly held by the LPC member;
- The demographic and geographic representational needs of the district created by the vacancy; and
- Any recommendations or nominations offered by municipal officers or the remaining LPC member within the district.

Without exception the replacement must be from the district. Upon making the appointment and so-notifying the appointee, the President or the President's designee shall notify the Chair of the LPC.

Meetings

Calling a meeting. LPC meetings are called by the Chair on an as-needed basis. During the summer and fall of the even-numbered years, the LPC shall convene for the purpose of developing, in consultation with the Executive Committee, the Association's legislative strategy for the first legislative session. During the legislative session, the LPC meets an average of once a month.

Quorum. At least one-third of the full membership must be present in order to conduct any formal business of the LPC.

Subcommittees. For any reason deemed necessary, the Chair may appoint, or the LPC may direct the Chair to appoint, one or more subcommittees. Each subcommittee shall carry out the charge provided to it by the Chair or the LPC, as the case may be, and report the results of its efforts back to the full LPC in the form of a recommendation. Every subcommittee shall serve only for the duration necessary to fulfill the charge given to it by the Chair or LPC. Each subcommittee shall be dissolved upon transmitting its final report or recommendation to the LPC.

Participation. LPC meetings are open to all municipal officials and others who may be interested in observing the LPC's deliberative process. The several Presidents of MMA's affiliate groups (assessors, tax collectors, clerks, welfare directors, etc.) are provided notice of all LPC meetings.

That being said, the LPC is a deliberative body and its meetings are organized and conducted so that the LPC members may discuss the various issues affecting municipal government among themselves and act upon them accordingly. In order to maintain the

integrity of the LPC's deliberative process, the Chair will take whatever actions are necessary to ensure that all persons attending a meeting who are not LPC members (or alternates authorized to act as members) are distinguished from the voting members and prohibited from voting, and otherwise informed that their right to attend the LPC meeting is not an entitlement to participate.

Subject to any direction provided by the LPC pursuant to its rules of procedure, the Chair may take any action to reasonably restrict or control the active participation of non-members during LPC meetings.

Agenda and Minutes. The Chair shall call each LPC meeting by issuing the notice and agenda of that meeting at least a week before its scheduled date. The Chair shall endeavor to prepare the agenda so that the issues placed before the LPC for consideration are matters: (1) that are of a legislative or regulatory nature and timely or immediate in that regard; (2) possessing a direct and significant relationship to the operation of municipal government; (3) of statewide concern or, there being no objection in writing in advance or at the meeting, of significant regional concern; and (4) positioned on the agenda insofar as possible according to a priority of LPC action. Each agenda shall provide as an initial order of business an opportunity for the full LPC to make such deletions, additions, or adjustments to the agenda as it feels necessary. Each agenda shall also enclose the minutes of the previous meeting, as recorded by MMA staff, so that the LPC will have a record of its previous actions.

Rules of Procedure. With regard to any issue that comes before it, the LPC may act by consensus and forego a formal vote when no formal motion or voting process appears necessary. The Chair or any designee of the Chair will articulate the proposed consensus position and the full LPC will be provided an opportunity for debate. During the period of discussion with respect to the proposed consensus position, any LPC Representative may move an alternative position. If no such alternative position is moved, and absent any objection by any member, the Chair will declare the position to have been taken by the LPC "by consensus." Any motion made by any member of the LPC shall be addressed according to the rules of procedure adopted by the LPC.

With regard to all procedural matters not specifically addressed in the *Handbook*, the LPC shall operate according to the rules of procedure established by MMA's Maine Moderator's Manual.

Amendments to the Handbook. The LPC, by majority vote, may make any amendments to this *Handbook* as it believes are warranted, except that no vote on an amendment to the *Handbook* may be taken unless the actual proposed amendment has been given proper notice by being included as an agenda item and distributed at least a week before the scheduled LPC meeting. Each newly constituted LPC shall review the Handbook at its initial convention and adopt it with or without amendments, as that LPC feels necessary.

MANAGER'S REPORT - C BACK UP MATERIALS



Maine Municipal
Association

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

MEMORANDUM

TO: Key Municipal Officials of MMA Member Cities, Towns and Plantations

FROM: Christopher G. Lockwood, Executive Director

DATE: September 2, 2014

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 1, 2014, at 1:30 p.m. in the Cumberland Room at the Augusta Civic Center**. The MMA Bylaws entitle each member community to one (1) voting representative.

Enclosed please find the *MMA Voting Delegates Credential Form* on which the municipal officers may designate their municipality's voting representative and alternate. We have also attached the Proposed Agenda for the MMA Annual Business Meeting for your reference. The current MMA Bylaws as adopted in 2013 will be available at the MMA Annual Business Meeting or may be viewed on the MMA website at

<http://www.memun.org/public/MMA/Gov/bylaws.pdf>.

If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Tuesday, September 30, 2014** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed, self-stamped envelope for your convenience.

We look forward to seeing you at this year's MMA Annual Convention. If you have any questions on this information, please contact Theresa Chavarie at 1-800-452-8786 ext. 2211 or in the Augusta area at 623-8428.

MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS

_____ is hereby designated as the official Voting Delegate and
(name)
_____ as the alternate voting delegate for _____
(name) (municipality)
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,
Wednesday, October 1, 2014, 1:30 p.m., at the Augusta Civic Center, Augusta, Maine.

The Voting Delegate Credentials may be cast by a majority of the municipal officers, or a municipal official designated by a majority of the municipal officers of each Municipal member.

Date: _____ Municipality: _____

Signed by a Municipal Official designated by a majority of Municipal Officers:

Name: _____ Position: _____

Or Signed by a Majority of Municipal Officers:

_____	_____
_____	_____
_____	_____
_____	_____

Please return this form no later than **Tuesday, September 30, 2014** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

*MMA Annual Business Meeting
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: 207-626-3358*

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 1, 2014
1:30 – 2:30 p.m.
Augusta Civic Center
Level 1 – Cumberland Room**

AGENDA

- 1. Introductions and Welcoming Remarks – MMA President Peter Nielsen
(Town Manager, Town of Oakland)**
- 2. Approval of 2013 MMA Annual Business Meeting Minutes – Peter Nielsen**
- 3. MMA President’s Report – Peter Nielsen**
- 4. Announcement of Election Results for MMA Executive Committee and
Introduction of New Executive Committee Members – Peter Nielsen**
- 5. Executive Director’s Report - Christopher Lockwood**
- 6. Other Business (*comments from the floor*)**
- 7. Adjournment**

MANAGER'S REPORT - D BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: September 10, 2014

RE: Emerson Station
Update on Needed Improvements

At the March 24, 2014 Town Council meeting, we presented a report from Wright Pierce, reflecting its evaluation of the Heating Ventilation and Air Conditioning (HVAC) systems at Emerson Station. The evaluation was prompted by a number of concerns and issues reported by the Fire Department.

After receiving the Wright Pierce Report, we met with representatives from Ouellet Associates, the contractor that managed the construction of the Station. To that meeting, Ouellet Associates brought a representative from CWS Architects, the architects that designed Emerson Station, and representative from Johnson & Jordan, the contractor that installed the HVAC systems. Ouellet Associates and its team did its own analysis of the conditions at Emerson Station and reviewed Wright Pierce's recommendations. Those efforts resulted in the Ouellet Associates report dated May 5, 2014. A copy of that report is attached. In addition, Ouellet Associates corrected the items Wright Pierce identified as being incorrectly installed and added a layer of attic insulation.

Near the end of August, we met with representatives of Wright Pierce to review the Ouellet Associates report. That meeting resulted in the attached letter from Wright Pierce dated August 28, 2014. In many respects the findings by Wright Pierce and Ouellet Associates are in agreement. It appears that some of the problems identified resulted from changes made over the eight years since the systems were originally installed and commissioned. Additionally, Wright-Pierce acknowledges that most of its recommendations involve enhancements to the existing systems and new additional systems to provide operational flexibility.

At this point we will be evaluating the options presented in the report and developing a proposal to fund the improvements. We hope to have a recommendation to the Town Council by October.

attachments



OUELLET ASSOCIATES INC.

General Contractors & Professional Managers of Construction

Partnership in Construction

September 11, 2014

Mr. John Eldridge
Interim Town Manager
Town of Brunswick
85 Union Street
Brunswick, Maine 04011

Re: Emerson Fire Station

Dear John,

Thank you for forwarding a copy of the follow up letter from Wright-Pierce Engineering concerning the Emerson Fire Station. We are pleased to hear that both our re-commissioning survey along with Wright-Pierce's letter will be forwarded to the city council.

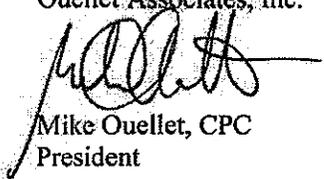
To reiterate, the collective Design Build Team remains committed as always to this project. As you are well aware of, and in response to the original Wright-Pierce report, we undertook our own investigation and decided to re-commission the building. This was done to insure our response and recommendations were based on findings of fact. It was also to confirm whether or not our original design was performing as intended and to respond to other issues raised in their report. To date we have spent over \$7,500 to investigate and produce this report at no cost to the town or taxpayers.

During the process of our investigation we discovered a number of changes had been made to the mechanical system which deviated from the original design parameters and intent. As is often the case with building systems over the years of use and change of personnel, adjustments are made to systems without fully understanding the implications of said changes. In this case, our survey confirmed this to be true. We also found these changes are having an adverse effect on the overall mechanical system and comfort of the building. On a positive note, simply restoring the settings on some of the systems along with other minor adjustments will rectify the majority of the issues currently being encountered.

It's also important to acknowledge that some of the recommendations being made were initially included in our original design bid proposal. Unfortunately, some of these were deleted during the value engineering process due to cost constraints and per the town's request. For example, one such change was deleting individual room heating controls in the fire personnel sleeping quarters which is currently one of the recommendations being made.

In summary, restoring mechanical systems to the original design settings along with minor changes and improvements will greatly improve comfort within the Fire Station for minimal cost. It would be our pleasure to be of assistance with system restoration and improvements if you so wish.

Sincerely,
Ouellet Associates, Inc.


Mike Ouellet, CPC
President

August 28, 2014
W-P Project Number 12826

Brunswick Fire Department
21 Townhall Place
Brunswick, Maine 04011

Attn: Chief Kenneth Brillant

Dear Chief,

It was good to have the opportunity to meet with you and John Eldridge the Town Manager to discuss your expectations for the Emerson Fire Station.

BACKGROUND

In the fall of 2013, the Town retained Wright-Pierce to conduct an evaluation of the HVAC systems at the Emerson Fire Station. We were tasked with identifying the problems experienced by the Fire Department. Our report titled Emerson Fire Station HVAC Evaluation dated June 2014, summarized our findings and provided recommendations for improvements to the HVAC systems. These recommendations consisted primarily of enhancements to the existing systems and new systems to provide additional operational flexibility for the building occupants. These can be summarized as:

1. Take steps to limit the negative pressure in the building
2. Provide capability for HV-1 in the Apparatus Bays to utilize return air from within the space versus drawing all outside air.
3. Provide an additional heating system in the Administrative Area with local controls.
4. Modify the existing control systems and provide additional controls to integrate the improvements and provide operational flexibility.

In the spring of this year, Ouellet Associates took the initiative to examine the existing conditions and performed a detailed commissioning at the Emerson Fire Station. In their Commissioning Report sent to John Eldridge on May 5, 2014, they documented the existing conditions, reviewed Wright-Pierce's report and provided recommendations. Ouellet's findings indicated that many of the systems and controls had been modified from the original design settings over the last 8 years. In their report they recommended that the systems be reset to their original design settings and operations.

We appreciate the opportunity to meet with you to review the two reports and to get input on your preferences on how things should proceed. It is our understanding that the Town is simply looking to



understand how they should move forward now that all of the information is available. Based on the findings in each report and our understanding of the Town's expectations at the Emerson Fire Station, we have updated and summarized our recommendations below. Wright-Pierce acknowledges that most of these recommendations involve enhancements to the existing systems and new additional systems to provide operational flexibility. I have organized our recommendations in numerical order, utilizing the numbers from our original report. These recommendations are based on our evaluation report, Ouellet's Commissioning Report and our understanding of your expectations for the Emerson Fire Station. I have attempted to be as brief as possible. For more detail please refer to the previous reports from both Wright-Pierce and Ouellet Associates.

RECOMMENDATIONS

1. Optimize the Boiler Operation

Based on our meeting, we understand that the problem with one boiler cutting out has been corrected. W-P also recommends that the boiler firing settings be changed so that the output water temperature be increased to 190 F when the outside temperature is 20 F verses the current settings. This will provide higher temperature heating water earlier rather than allowing the outside temperature to drop to 0 F before the heating system cycles up.

In their report Ouellet Associates indicted that circulation pumps #2 and #5 are set in manual over-ride mode and the in-floor radiant heat control valves have been randomly adjusted. Wright-Pierce also noticed that flow rate on control valve #3 was fluctuating. The circulation pumps should be set run in automatic, the controls to valve #3 should be corrected and the system flows should be rebalanced.

2. Improve Apparatus Bay Heating and Item 3. Improve Apparatus Bay Zone Pressurization

The exhaust fans, fans #4 and #5 in the Apparatus Bays have since been set to manual operation. This was likely done in an attempt to limit the negative pressure that is occurring in these spaces. The secondary heating unit for this space HV-1 is designed to utilize 100% outside air. This results in a higher heating load for this space than is desirable.

Prior to returning these fans and HV-1 to normal operation, Wright-Pierce recommends that improvements be made to the heating unit HV-1. These enhancements would allow this unit to utilize some air returned from the space verses 100% outside air. Sensors could be installed that to measure the level of carbon monoxide in the space and assure that only the amount of fresh air actually required is provided by HV-1. Additional controls could then be installed to link the operation of the fans in this area with HV-1 in order to maintain the proper air balance.

3. Provide Supply Air in Equipment/Support Area

Ouellet's report indicated that exhaust fan #1 serving the restroom and exhaust fan #2 which serves the Locker Room have been set to manual operation. Again this was likely done in an attempt to limit the negative pressure that is occurring in these spaces. In order to address the issue of negative pressurization, Wright-Pierce recommends that supply air be provided to these



spaces and that the controls for the new air supply system and the existing exhaust system be interlocked.

4. Provide Dehumidification for the Administration Area

Wright-Pierce recommends the condition be re-evaluated after completion of all other work. If problems still persist than dehumidification can be installed as separate stand-alone system in the future.

5. Provide Perimeter Radiant Heat in the Administration Area

It is our understanding that this is an important issue for the occupants of the building. Installation of a new fin tube radiant heat system with individual temperature control for each space would provide flexibility in the heating of the building and improved comfort for the occupants.

6. Provide Positive Air Pressurization in the Administration Area

Wright-Pierce agrees with Ouellet's recommendation that the outside air dampers be rebalanced to allow fresh air to these spaces. In addition we recommend that a system of return air ductwork be installed for each air distribution system. This will allow much tighter pressure control for these spaces. It would also facilitate the option to provide enhanced economizer cooling.

7. New Door for the Decon Room

As opposed to a typical commercial exterior door, this door currently opens swinging into the building. Any wind or negative pressure within the building causes the door to pull away from the weather-stripping. More robust weather-stripping could be utilized, but the better option would be to replace the door with one that swings out of the building.

8. Seal Tops of Masonry Walls

Both of the reports provided to the Town agree that the joints at the top of the exterior walls should be sealed. Our report also discussed the option for adding spray foam insulation in the attic. Though this would provide a positive seal at all joints in the ceilings, it is a fairly costly option to pursue. In lieu of this effort, simply sealing around all joints at penetrations through the gypsum wall board and plywood ceilings should suffice.

9. Install Insulation Stops in the Attic

Prop-a-vents should be installed along the north eave identified by Ouellet Associates that is currently blocked with insulation.

10. Attic Insulation

We understand from Ouellet's report that the small amount of attic insulation that was displaced by a trade subcontractor(s) has been correctly reset.



11. Attic Ventilation

Ventilation of the attic space above the Administration Area is currently done by way of an exhaust fan. Passive ventilation is preferable, but the roof configuration and low slope conditions could lead to water infiltration at any vents if they were installed. We agree that installation of passive vents should not be considered at this time.

12. Balance the Kitchen Supply and Exhaust Air Flow

As Ouellet's noted in their Commissioning Report the range hood exhaust fan should be interlocked with the supply fan. This will reduce the negative pressure, but not eliminate the issue. Increasing the capacity of the supply fan by roughly 10% will help to keep the air balance in this area within a more desirable range.

TABLE

The following table which is taken from our report summarizes our current recommendations for improvements at the Emerson Fire Station.

SUMMARY OF RECOMMENDATIONS

#	PROPOSED IMPROVEMENT	REMARKS
1	Optimize Boiler Operation	Recommended
2	Improve Apparatus Bay Heating	Recommended
3	Improve Apparatus Bay Zone Pressurization	Recommended
4	Provide Supply Air in Equipment Storage/ Support Area	Recommended
5	Provide Dehumidification for the Admin Area	Delay until needed
6	Provide Perimeter Radiant Heat in the Admin Area	Recommended
7	Provide Positive Air Pressurization in the Admin Area	Recommended
8	New Door in the Decon Room	Recommended
9	Seal Top of Masonry Walls	Recommended
10	Install Insulation stops in Attic	Recommended
11	Correct the Attic Insulation	Completed
12	Install Venting of the Attic at the Admin Area	Recommended
12A	Spray Foam Attic Insulation Alternative	Not recommended
13	Rebalance the Kitchen Supply and Exhaust Airflow	Recommended



In general Wright-Pierce is in agreement with Ouellet's findings that many of the systems are no longer operating at their original design settings. Beyond this concern, it is our understanding that the Fire Department would like to take steps to further improve the performance and operational flexibility of the HVAC systems at the Emerson Fire Station. In this letter Wright-Pierce presents recommendations for the Fire Departments' and Town's consideration. Once the specific improvements are selected and implemented, all of the existing systems will need to be rebalanced, reset and/or coordinated with the operation of the additional systems.

Thank you again for meeting with us and allowing us the opportunity to better understand your expectations at the Emerson Fire Station. If Wright-Pierce can be of further assistance in this matter, please feel free to contact me, Dan Pratt at 207-725-8721.

Sincerely,
WRIGHT-PIERCE

A handwritten signature in black ink, appearing to read "Dan I. Pratt", written in a cursive style.

Daniel I. Pratt, P.E.
Project Manager



OUELLET ASSOCIATES INC.

General Contractors & Professional Managers of Construction

Partnership in Construction

May 5, 2014

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

Re: Emerson Fire Station – Commissioning Report and Wright Pierce HVAC Evaluation Response

Dear John,

Per our discussions Ouellet Associates and Johnson and Jordan have completed the commissioning exercise and have prepared the following information for your review. This document is intended to be a response to the Wright Pierce report as well as to provide the means in conveying the commissioning review information along to you. The format of this document is further intended to align with the Wright Pierce Report for ease in comparing the two documents. Once you've had an opportunity to look it over and digest the findings, we expect the next step would be to get back together and discuss an overall approach in moving forward.

As we discussed in our site meeting a few weeks ago, our full intent is to continue to be a supporting force in the effort moving forward. We will continue to be faced with the fact that the City representation that was a part of the original project is no longer in active service. We will also be faced with the fact that those of us that were, have probably forgotten more than we remember. We'll all need to be careful to look back at our old records to assure that we're making clear and accurate assessments and statements.

Unfortunately, Wright Pierce was not a part of the original process, nor did they take the time to approach our Design team for input regarding the basis of design and the overall approach. Just as importantly they didn't reach out to City representatives requesting detailed information pertaining to the RFP process. If they had I believe the generalizations made in the second paragraph of their summary would likely have been avoided. I also believe that inaccuracies we've noticed within the report could have been avoided as well.

One comment that needs to be made and made in a much stronger fashion than that presented by Wright Pierce, is that this building was designed and built using tested construction means and methods common to the industry at that given point in time. The selected assemblies were not a product of cutting corners or costs. Quite the opposite. Much has changed in the last eight years. New energy codes have been adopted. Exterior wall and roof assembly types have been revised to reflect these code changes as well as to reflect new building materials and application methods. If we started this process all over today, the design basis goals would not change, but the way we put the building together would likely change a little. In another eight years we'll be designing and constructing buildings differently yet again.

The ultimate goals set by our design and construction team and presented to the City during the competitive design approach was a long lasting, well built, well performing building that would not impose a great deal of annual maintenance cost on the Town and met the tight budget constraints set forth for the project. We took a great deal of pride in our work and felt in the end that the goals for the project had been met. We are disheartened to have learned what we have over the last few weeks and will continue assist in what ways we can.

As noted in the opening paragraph, the following information is intended to be an objective and factual report identifying the team's onsite findings during our site review on April 3, 2014. Also included is specific re-commissioning information that J&J has completed on their own time and at their own considerable expense. You will find that the report only begins to make recommendations and is not intended to be an outline in how to move forward. This should be established after having read and digested the report and after having had an opportunity to sit down and discuss this together how best to move forward.

Masonry Walls @ Low Roof:

The top edge of the masonry walls support the roof trusses as shown in the details. The thermal separation at this joint is sill seal insulation set at the underside of a pressure treated wood plate. This insulation system is intended to limit air infiltration as well as to provide a separation between the wood and concrete material. It could be expected to have some thermal conductivity at this joint as well as some minor movement in the wood and masonry construction over time. This could be leading to some of the air leakage that may be taking place.

Recommendations:

- 1. As has been done, we would recommend that the joint between the top of the masonry wall and the underside of the wood roof truss system be spray foamed to seal any small or open cracks. This foam product should be designed and applicable for commercial installation locations. This is a relatively simple process to re-tighten the building.*

Ceilings and Attics:

The initial paragraph of Wright Pierce's report is incorrect. A 6 mil poly vapor barrier extends continuously across the underside of the truss framing. This was verified during the design-build team's field survey and is shown in within the attached photographs beneath the attic batt insulation system.

The Wright Pierce report indicates that insulation is missing. We did not find any missing insulation however we did find a small area where the insulation was set aside and not replaced when some ductwork was moved. We set it back in place. We found a location in which ductwork was installed and the insulation not fit around the duct work properly. This was corrected. There is also a 2'0"x2'0" hole in drywall above the corridor where the duct work was removed and the hole was never patched. All of this work was done post construction. Refer to Image No. 1 within the Photo Appendix.

The Wright Pierce report also indicates that propa-vents had not been installed. As shown in Image No. 2 there is a large amount of heel on the wood roof trusses providing more than ample airflow to the attic space. Insulation stops can also be seen in the images. Propa-vents are not required at these locations due to there being no restriction in air flow.

There is one location on the north side of the building where white insulation has been stuffed in to the soffit restricting attic airflow. This added insulation is not part of the original construction. At these locations the new added insulation should be removed or propa-vents provided to re-open the air path. Refer to Images No. 3,4 and 5. Other images can also be found in the Miscellaneous Non-Referenced Images as well.

There is an exhaust fan to provide air movement within the attic. The current thermostat is set to turn on at 78 degrees at which point warm air will be pulled out of the attic space. Reference Image No. 6. This setting could certainly be lowered especially during the winter months to insure proper attic temperatures and avoid ice build-up at the roof edge. The fan was tested and does pull air from the space. During the design process the team discussed the concern of snow and water entering the attic through static venting. The high wall of the adjacent mezzanine created the possibility of up drafts which could allow dry snow or blowing rain to enter the attic. Due to these concerns passive ventilators were not installed and a mechanical system was determined to be the best solution. On our April visit we did not find any evidence of staining from snow and or water entering the attic.

Recommendations:

- 1. As noted above, the ceiling had a vapor barrier installed. Reference Image No. 7. Providing additional insulation such as a blow-in fiberglass material would be a relatively cost effective solution to increase the R value. The original design basis for the R-Value of the roof insulation system was R-38. The current adopted International Energy Conservation Code requires an R-Value of 38 as well. It should be noted that this code had not been adopted when the project was completed. Any added insulation could improve the existing conditions. The cost in doing so should be evaluated based upon the ultimate return it may provide.*
- 2. The thermostat setting on the attic's mechanical ventilation could be reduced or if so desired static roof ventilators could be added. We would caution that the up draft from the adjacent tall wall may allow blowing dry snow to enter the attic space. It may be possible at the loss of floor space on the Mezzanine, to add new duct work from the lower roof up through to the high mezzanine roof to vent this warm air from the attic space. The value in doing so and the loss of space may not warrant the need.*
- 3. The added insulation at the North wall eave should be removed to allow air flow from the soffit vents to be restored.*

HVAC Systems:

On April 3rd 2014, Johnson and Jordan completed a survey of the existing HVAC systems. The purpose as discussed at our initial meeting on March 21, 2014 was to compare the systems current conditions and operating modes as compared to the systems original conditions and operating modes at the time the building was turned over to the Owner in 2006.

There are many systems which are no longer running as designed, some have been turned off from normal operation, and in some cases modified. The following is a summary of their findings.

The systems survey was performed by:

John Land - Johnson & Jordan

Steve Cummings - Johnson & Jordan

Jake Laverdiere - Yankee Balancing (an independent contractor)

Don Ouellet - Ouellet Associates.

The following is a summary of our re-commissioning findings at the time of our visit. Equipment which was found turned off or modified from the original design was tested as designed and installed to confirm if the equipment was capable of performing as designed and installed in 2006. We did not take any corrective action to change or modify the current settings at the completion of our survey. Each system has been broken down by system and equipment as it was found and documented.

Current Actual Conditions Findings:

Boiler Room:

- The two boilers B-1 & B-2 are functioning as designed per the documents sequence of operations.
- Main systems circulating pumps P-1 & P-2 - pump #1 is operating per the designed sequence of operation but pump #2 is commanded on via a manual override so both pumps are running simultaneously – and is not operating per the document's sequence of operation.
- The boiler injection pumps P-3 & P-4 are functioning per the document's sequence of operation.
- The circulating pump P-5 that serves the domestic water heater is commanded on via a manual override and is running continuously – and is not operating per the document's sequence of operation.
- The circulating pump P-6 that serves as the domestic hot water recirculation pump is functioning per the document's sequence of operation.
- The circulating pumps P-7, 8 & 9 that serve the in-floor radiant heat are functioning per the document's sequence of operation.

Recommendation:

Return pumps to automatic operation per the sequence of operation.

In-floor radiant heat:

- The thermostat/pump controls are functioning per the document's sequence of operation
- The flow control valves on all three radiant manifolds were turned down in random positions reducing the water flow in varying rates to the individual loops in each of the zones.
- The water temperatures at the manifolds for the in-floor piping were found to be as follows:
 - zone #1 – 100 degrees: operating @ 15 psig
 - zone #2 – 100 degrees: operating @ 15 psig
 - zone #3 – 116 degrees: operating @ 15 psig

Recommendation:

Rebalance the system flows to attain the design flows in each water loop.

Kitchen exhaust hood:

- The exhaust & supply fans have separate operating switches with both fans running as designed. The hood produces 380 cfm of negative air flow in the kitchen. This is actually less than the design documents. If the exhaust fan is running with-out the supply fan running the kitchen is running at 1,245 cfm negative condition. That is a 645cfm more negative condition than the design air flow rates.

Recommendation:

Provide a single switch with a relay to engage both the supply and exhaust fan at the same time to avoid the possibility of creating too much negative air flow.

Exhaust fans:

- Exhaust fan EF-1 serving the public bathroom and janitor's closet is commanded off via a manual override. This is not operating per the design sequence of operation.
- Exhaust fan EF-2 serving the shower/rest rooms are commanded off via a manual override. This is not operating per the design sequence of operation.
- Exhaust fan EF-3 serving the de-contamination room is functioning per the documents sequence of operation.
- Exhaust fans EF-4 & 5 – serving the apparatus bay have had the manual wall switch removed and the HV-1 interlock is commanded off via a manual override. This is not operating per the design sequence of operation and will cause problems with positive building pressurization.
- Exhaust fan EF-6 serving the vehicle exhaust – is functioning per the documents sequence of operation.
- Exhaust fan EF-7 serving the exercise room – is functioning per the documents sequence of operation.
- Exhaust fan EF-8 serving the attic space – is functioning per the documents sequence of operation.

Recommendation:

Clear the override settings and restore exhaust fans to normal operation.

HVAC units:

- HVAC -1 – serving the main entry, training room, public office and the Lieutenant's office.
 - This unit has had the outside air damper closed off. The design documents call for approx. 175 cfm of outside air to create a positive air pressure in the space.

- HVAC-2 – serving the dining room, kitchen and day room. (The day room supply air has been modified to come from HVAC-3)
 - This unit has had the outside air damper closed off. The design documents call for approx. 150 cfm of outside air to create a positive air pressure in the space.
- HVAC-3 – serving the bunk rooms & shower/bathrooms. (The day room area has been added to the area being served by this unit)
 - This unit has had the outside air damper closed off. The design documents call for approx. 150 cfm of outside air to create a positive air pressure in the space.
- HV-1 serving the apparatus bay & hose tower.
 - The equipment has been commanded off via a DDC control panel manual override. This is not operating per the design sequence of operation.

Recommendation:

Restore the outside air setting on HVAC 1, 2, & 3 to provide make up air to re-pressurize the building.

Restore HV-1 to supply makeup air to provide positive pressure. Change set point at which both stages of the gas burners fire for temperature makeup.

Domestic water heater:

- The heating main utilizes a hot water loop with injection tees. The supply and return piping to the indirect water heater is pipe reversed to the injection tees. This condition results in a reduced water temp flowing through the coil thereby increasing the recovery time slightly.

Recommendation:

Swap the supply and return locations to correct injection tees. This work will be done by J & J at no cost to the Town.

Automatic temperature controls:

- Boiler controls – are functioning per the design documents.
- Pump P-1 – is functioning per the design documents.
- Pump P-2 – is commanded on via a manual override – and is not operating per the design sequence of operation. The original sequence was tested and operates – the override was left in place as found.
- Pump P-3 & 4 are functioning per the design documents.
- Pump P-5 – is commanded on via a manual override – not utilizing an occupied/unoccupied schedule and is not operating per the design sequence of operation. The original sequence was tested and operates – the override was left in place as found.
- Pump P-6 – is functioning per the design documents.
- Pump P-7, 8 & 9 are functioning per the design documents.

- Radiant in-floor heat – the thermostat/pump controls are functioning per the design documents.
- Kitchen exhaust hood, exhaust & supply fans – the manual switches start & stop both fans.
- Exhaust fan EF-1 – is commanded off via a manual override and is not functioning per the design documents. The original sequence was tested and operates – the override was left in place as found.
- Exhaust fan EF-2 – is commanded off via a manual override and is not functioning per the design documents. The original sequence was tested and operates – the override was left in place as found.
- Exhaust fan EF-3 – is functioning per the design documents.
- Exhaust fan EF-4 & 5 - are commanded off via a manual override and is not functioning per the design documents. The original sequence was tested and operates – the override was left in place as found.
- Exhaust fan EF-6 – is functioning per the design documents.
- Exhaust fan EF-7 – is functioning per the design documents.
- Exhaust fan EF-8 – is functioning per the design documents.
- HVAC-1 – the units heating & cooling functions operate – but the unit control is not visible through from the ATC control panel as it was originally.
- HVAC-2 – the units heating & cooling functions operate – but the unit control is not visible through from the ATC control panel as it was originally.
- HVAC-3 – the units heating & cooling functions operate – but the unit control is not visible through from the ATC control panel as it was originally.
- HV-1 – is commanded off via a manual override and is not functioning per the design documents. The original sequence was tested and operates with the exception of the bypass damper not functioning – the override was left in place as found.
- The hose tower discharge louver/damper manual selector switch & HV-1 are not functioning per the design documents.
- The t-stat for HVAC -2 has been relocated from the day room to the hall way.

Recommendation:

Restore DDC control system to normal operation. Review with Owner possible energy savings goals and ways the DDC controls could be modified to attain the desired results.

HVAC-2 duct changes:

- Reference Images 8, 9, 10 and the Miscellaneous Non-Referenced Images showing darker flex within the miscellaneous images.
- The supply diffuser in day room 127 was moved to the public corridor 110.
- Increasing the supply air flow into the public corridor has impacted the systems balance effecting the mixed air returning to the unit which can affect the unit heating & cooling efficiency.
- Relocating the thermostat from the day room 127 into the corridor 110 can cause the thermostat to satisfy too quickly which may affect the unit heating and cooling of the space.

HVAC-3 duct changes:

- The supply diffuser in the sleep corridor 122 was moved into the day room 127.
- Moving the supply diffuser from the corridor to the day room increased the area being served by HVAC-3 by 25% with-out increasing the unit capacity.
- Moving the supply diffuser from the corridor to the day room decreased the BTU capacity in the space served by HVAC-3 by 20%.
- Moving the supply diffuser from the corridor to the day room decreased the CFM capacity in the space served by HVAC-3 by 15%.

Lack of outside air introduction into the building:

- The outside air supply duct dampers for HVAC-1, 2 & 3 have been closed off. The fans in the units are supposed to run 24/7 to maintain ventilation in the space and to introduce outside air to maintain a positive air pressure within the space. The controls sequence will modulate the heating and cooling to maintain the space temperature. Without the introduction of the outside air into the HVAC system, the exhaust fans and kitchen hood will keep the space in a negative condition.
- HV-1 has been shut down. The primary function of HV-1 is to provide ventilation air into the truck bay area and maintain a positive air pressure. The unit fan is supposed to run continuously and the heating burner will modulate to maintain discharge air temperature if the outdoor air temp is lower than the space temperature. The secondary function of the unit is for quick temperature recovery in the space when the truck doors open. HV-1 would then run to quickly return the truck bay back to the temperature set point then shutting down the gas burner allowing the radiant floor heat to maintain the space temperature. Not running the HV-1 unit and introducing outside air into the space will allow the general exhaust for the smaller rooms in the truck bay and the vehicle exhaust system to keep the space in a negative air pressure condition.

We agree with WP that in general with no outside air introduction into the HVAC systems to produce the positive air condition, there is no mechanical systems means of stopping cold air infiltration into the building. The modifications and adjustments to the equipment from the original outside air flows have created a negatively pressured building.

The Following page has the Air and Balancing Chart.

Air & water flow testing April 3, 2014:

Equipment Tag	2006 Readings		2014 Survey Readings		Net Change	
HVAC 1	1175	cfm	1150	cfm	(25.00)	cfm
HVAC 2	1100	cfm	1031	cfm	(69.00)	cfm
HVAC 3	1630	cfm	1480	cfm	(150.00)	cfm
HV-1	6076	cfm	6054	cfm	(22.00)	cfm
EF-1	350	cfm	340	cfm	(10.00)	cfm
EF-2	355	cfm	345	cfm	(10.00)	cfm
EF-3	260	cfm	250	cfm	(10.00)	cfm
EF-4	3520	cfm	3649	cfm	129.00	cfm
EF-5	3532	cfm	3718	cfm	186.00	cfm
EF-6	2935	cfm	2858	cfm	(77.00)	cfm
EF-7	110	cfm	120	cfm	10.00	cfm
EF-8	3519	cfm	3427	cfm	(92.00)	cfm
P-1	41	gpm	41	gpm	0.00	gpm
P-2	41	gpm	41	gpm	0.00	gpm
P-3	10	gpm	9.4	gpm	(0.60)	gpm
P-4	10	gpm	9.2	gpm	(0.80)	gpm
P-5	11.5	gpm	11	gpm	(0.50)	gpm
P-6	3.2	gpm	3	gpm	(0.20)	gpm
P-7	4.4	gpm	2	gpm	(2.40)	gpm
P-8	18	gpm	10.5	gpm	(7.50)	gpm
P-9	18	gpm	10	gpm	(8.00)	gpm
Kitchen Supply	1202	cfm	1245	cfm	43.00	cfm
Kitchen Exhaust	1682	cfm	1625	cfm	(57.00)	cfm

Positive and Negative Pressure Readings

Office w/o Kitchen Hood	70	cfm	(100)	cfm	(170)	cfm
Office w/ Kitchen Hood	(410)	cfm	(480)	cfm	(70)	cfm
Truck bay w/o vehicle exhaust	345	cfm	(250)	cfm	(595)	cfm
Truck bay w vehicle exhaust	(2590)	cfm	(3108)	cfm	(518)	cfm

Decontamination Room Temperature:

As noted in the equipment survey, these radiant loops are not getting enough water to properly satisfy the space. The lack of direct air supply would pull air from other locations. However, the undercut on the door to the truck bay is ¾" and would allow 150 cfm to pass far easier than the exterior door.

Recommendation:

Add additional or new door seals to the frame to back up the weather seals currently installed.

A remote thermostat could be added to the room to provide some temperature averaging or the radiant loop could be separated and supplied with its own zone control.

Temperature control:

The staff bunk rooms are controlled by a single thermostat located in the hallway where all the return air must pass. Although not optimal for the individual temperature adjustment of each staff member, this is a common practice to control multiple rooms from a single location. During the procurement process, the town elected to accept an alternate which removed individual room controls as a cost savings item for the project. We have attached a copy of the alternate savings lists for you review.

Recommendation:

Separate remote thermostats could be added to each bunk room and the programming of the controls could allow the unit to average the calling temperature. This would provide some additional control in the rooms when the doors are closed.

Humidity Control:

It appears from the field observations and the testing and balancing report that the air flow and conditioned areas have been modified adversely affecting the performance of HVAC #3 by increasing the air BTU requirements by 25%.

Recommendation:

HVAC #3 needs to be returned to service the area or building volume as originally designed to reduce the added burden on the equipment. The outside air damper should be adjusted back to the design intake CFM.

Fuel Usage:

The Town has provided the natural gas usage from 2006 to 2014. Aside from a one month spike in 2013, the average monthly and yearly usage varies by a small amount. Attached is a summary of the gas usage.

Commissioning Summary:

Much of the commissioning findings allude to corrective efforts and measures that have taken place after the initial construction and turn over to the Town without our knowledge and interaction. One of the difficulties in moving forward is trying to identify what issues arose following the building construction and which are at the root of the initial concerns. Further it will be important that we separate problems that have been created by the work of other parties undertaken over the past eight years. It appears that we need to step back a bit prior to moving forward. Many of the mechanical system changes that have taken place need to be undone. The system needs to be allowed to perform as intended in order to gain an understanding as to how it is performing overall. We recognize that there may be some corrective measures that need to be implemented but in the current configuration we are unable to get an accurate impression of performance.

Table of Estimated Costs:

It should be noted that the language within the WP report as well as the Table of Estimated Costs largely consists of suggested building enhancements. Some of these enhancements were considered during the design process but in evaluating potential cost savings during the value engineering process, the design team and Town representatives elected to pass on the installation of these components. One such example is item number six (6) in the WP schedule. It was felt that the HVAC systems design would be sufficient and comfortably serve the needs of these spaces. This may still be something to consider. Attached you will find a summary of the alternate savings lists utilized during the procurement process.

A couple of the items are corrective in nature as opposed to enhancements (#11 in particular) and should be further discussed and considered. The key in looking into anything that WP or OA provides as enhancements or corrective measures is obtaining an understanding of the cost to incorporate the work versus the gains and payback in doing so. We would also suggest that, based upon the OA team findings, several of the items outlined within the WP schedule may no longer be appropriate alternatives. Once the building has been brought back into the original design parameters, some of these enhancements and improvements may not be required and the suggest list greatly reduced. Certainly reconsidering alternatives needs to be a large part of the general process moving forward.

Conclusion:

Thank you very much for allowing the OA team to reengage a bit and offer our help. It's important that we have been given an opportunity to take a look at what's been taking place. We want to be a part of solving issues that might be based upon the original building's design. At the same time we feel we can offer practical and responsible alternatives if requested.

We'd like to extend a compliment to the Fire Department and to any and all City staff that have been maintaining the station over the past eight years. The overall interior and exterior conditions look great and seem to be well maintained. It's obvious that they have taken great pride in their building.

Sincerely,



Mike Ouellet

Ouellet Associates



Guy Labrecque

CWS Architects



Chris Jordan

Johnson and Jordan

Attachments: Photo Appendix (12 pages)
Cook's Corner Fire Sub-Station - Value Engineering Summary
Fuel Usage Summary

Photo Appendix



Image No. 1



Image No. 2



Image No. 3



Image No. 4



Image No. 5



Image No. 6



Image No. 7



Image No. 8



Image No. 9



Image No. 10

Miscellaneous Non-Referenced Images

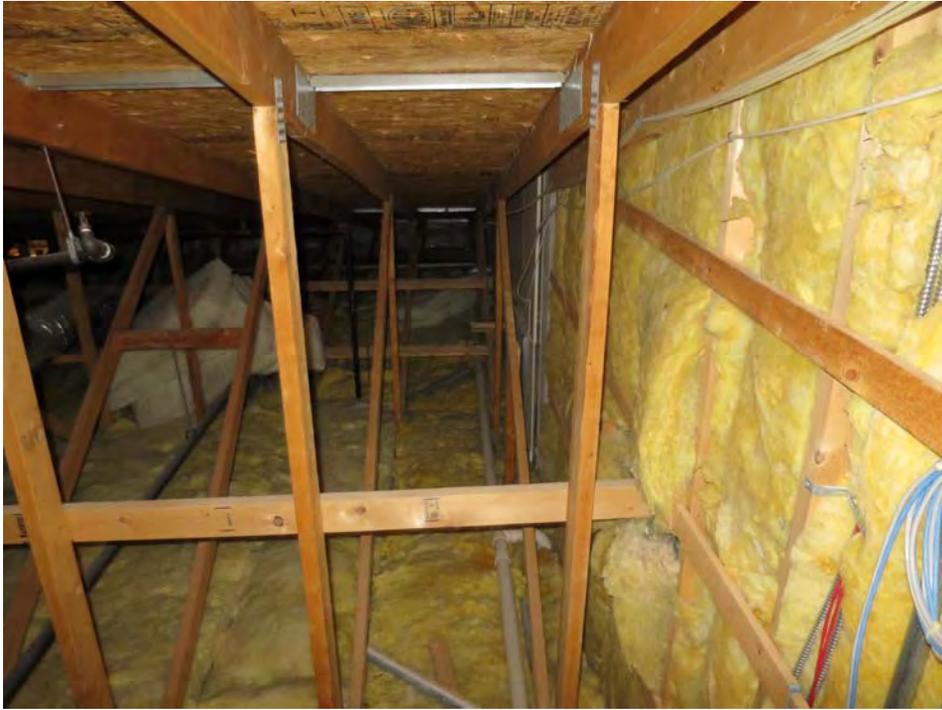


Image A



Image B



Image C



Image D



Image E



Image F



Image G



Image H



Image I



Image J



Image K



Image L



Image M



Image N

March 4, 2005

Donald H. Gerrish, Town Manager
Town of Brunswick
28 Federal Street
Brunswick, Maine 04011

Dear Mr. Gerrish,

CWS and Ouellet Associates are pleased to **provide further refinements** of our submission and value engineering recommendations on the **New Brunswick Fire Substation**. The information within this package and its attachments has been generated and is intended to address all the major points of concern. We understand further refinements will be required to implement the approved recommendations.

As we started assembling our recommendations and values, we decided to take a two tier approach to changes in our building design and materials. The first tier level recommends a level of value engineered savings, which incorporate most of your listed moderate reductions along with our recommended changes, while keeping the exterior of the building completely brick. The **second tier** of recommended savings takes it a step further and recommends more substantial changes like, introducing wood shingles on the exterior of the building and **further modifications to the mechanical systems**. We have included an outline for each tier savings explaining the recommended changes.

Above and beyond the two tier approach, we have also listed several other alternate reductions we would highly recommend you review and consider. These alternates may require more discussions with your committee, which we are happy to provide, in order to completely understand the impact of these changes prior to implementation. In total, these alternates could provide an additional \$90,000 of savings or deferral of expenditures if they were all to be accepted.

Tier **“One”** changes total to \$140,000 in savings, revising our original base bid down to **One Million Nine Hundred and Sixty Thousand Dollars (\$1,960,000)**.

Tier **“Two”** changes total to \$220,000 in savings, revising our original base bid down to **One Million, Eight Hundred and Eighty Thousand Dollars (\$1,880,000)**.

A few things to keep in mind,

- The original requested Add Alternates numbered 1 thru 6 in our original proposal remain as Add Alternates to these revised proposals and our savings apply to the base bid only. We have incorporated Alternates 7, 8, and 9 into the above mention reductions. These alternates are no longer applicable.
- The revisions to the floor plans and elevations would be similar on both tier levels aside from material changes.
- The rendering is just a draft and needs to be further refined prior to submission to the planning board.
 - The brick indicated on the rendering is still “Econo” brick (larger in scale) and our proposal recommends a “Modular” sized brick instead.
 - The sidewalk leading to the front parking will not exist and needs to be deleted from the rendering.

In closing, I would like to simply state, we are still extremely excited by the project and desire very much to make it a reality. At risk, our team has dedicated a great deal of time, effort and resources to this project and this process while keeping the original intent whole. Our efforts continue to be in making cost reduction recommendations which are a direct reflection on what we feel is in the best interest of the town and the fire department. We have kept in mind the value of a long lasting building that will stand the test of time and prove to be economical to maintain over the life time of the structure.

Please do not hesitate to contact either Guy or myself with any questions or comments. We hope our proposal is acceptable and look forward to working with your team in finalizing our design and constructing your new facility.

Thank you for your consideration,

Mike Ouellet, CPC
President
Ouellet Associates, Inc.

Tier “One”

Value Engineered Savings Outline

Brunswick Fire Substation

March 3, 2005

Tier “One” savings indicated in our revised proposals make the following assumptions. We have done our best to be complete in our outline but some of these changes may be best depicted on completed drawings which we fully intend to provide upon your selection of our team. We are also ready to discuss the values of any of the recommended savings if you want to consider keeping any of our recommended changes.

It is important to note that although our goal was to reduce the cost of the overall project, we worked very hard not to allow this thought process to overtake our original team mission, and provide these savings at the risk of short term gains. We sincerely believe this list does not compromise the original design, nor take away from it, but rather refines assumptions we may have over stated in the original proposal and better reflects your acceptable expectations. Again, some of the items generating savings are from the fire department’s recommendations of acceptable reductions we were given a few weeks ago.

- No liquidated damages for delays or bonuses for early completion will apply. Assumes a January 31, 2006 completion date.
- Retainage on the project would be 5% of the work in place in lieu of 10%. Retainage would be due upon substantial completion.
- Assumes minor exterior work not completed in the fall of 2005 will be completed in the spring & early summer of 2006 as quickly as the weather permits the work to be completed.
- At the rear parking area, it reduces the gravel base down to town standards of 12” of sub base gravel and 3” of base gravel. 15” of gravel and 3” of pavement in commercial applications are extremely common place. The front paved area remains at 18” of sub base gravel and 3” of base gravel.
- At the rear parking area, it reduces the bituminous pavement to 3” in lieu of our original proposed 4” thickness. The front paved apron remains at a full 4” thickness.
- It relocates the generator to the exterior of the building indicated as an alternate location on our original site plan.

- In our original proposal we had carried enough fill to raise the site approximately 3'. With further review time, we have determined we can lower the site down 1' from these prior assumptions without impacting drainage and required slopes of drain pipes.
- We have eliminated the crushed stone and underdrain detail underneath the building footing discussed in S.W. Cole's report. I have had discussions with Robert Chaput of S.W. Cole and confirmed our assumptions that his recommendation for these underdrains were primarily out of concern with disturbance of wet existing ground during the placement of footings. With proper means and methods during placement of the footings along with the proposed raised floor elevation lessen the need for this detail. Actual soil bearing capacities can only be determined once the actual conditions are inspected on site and after excavation. The value of adding these back in are about 11K if needed. We are all confident they will not be required and have given back full value of this work as a savings. We highly recommend you acquire the minimal risk along with the full savings and utilize contingency monies should they truly become a necessity.
- Assumed backfilling the exterior of the building foundations with the sandy silty material excavated from the site. This is very much an acceptable practice and has been approved by our structural engineer.
- Eliminated the sidewalk from the front paved area leading to the flagpole sidewalk. We have kept the sidewalk from the building to the flagpole. Further refinement of our construction documents will properly reflect this.
- Assumes the requested sidewalk to Bath Road will be shown on our final site drawing as a future sidewalk to be installed when Bath Road installs their walks. The cost for this future sidewalk is not included in our price.
- Our masonry subcontractor had carried dollars to provide a masonry mock-up sample wall. We have eliminated our request for this. We intend to have the sample become a corner of the final wall and have it review as part of the building. We have done this successfully in the past on previous projects.
- **Changes the metal roof to an asphalt shingle roof.** All metal eaves, rakes, and soffits remain as originally discussed with heavy gauge pre-finished metal. These trim pieces are the most susceptible to requiring maintenance should they become painted wood.
- Eliminates the gutter and downspout at the entrance area. The new front entrance is now well protected by an exterior covered entry on our revised floor plan.
- Eliminates the clerestory at the entrance.

- Represents the revised floor plan as CWS including savings in doors, frames, hardware, walls, and minor finishes with the minimal wall reductions indicated in this revised plan.
- Reduces the keypad door access control points to three exterior doors and three interior doors. The users can determine preference of which doors receive the keypads.
- Eliminates the backflow preventors on the truck fill lines as indicated in our original proposal. Further review of the codes indicates these will not be required.
- We have reduced the truck fill connections to two locations as requested in the RFP. We had proposed four locations in our original proposal.
- In our original proposal, we had provided both hot & cold water at each of the hose bibb connection locations. We have reduced this to only cold water at all locations and have kept one location in the Apparatus Bay with both hot and cold.
- Replaces the stainless steel sink in the Apparatus Bay with a heavy duty commercial porcelain lined cast iron sink commonly seen in industrial or institutional buildings.
- We have eliminated the overflow roof drains and lines and installed overflow scuppers instead.
- **Eliminated the VAV controls in the offices and sleeping quarters which allowed for individual room temperature control and have provided two zones in this area. One zone will control the sleeping/living areas and one zone will control the office/semi-private areas.** Air conditioning is still included in these areas.
- **Deleted air conditioning in the apparatus support areas. Heating in these areas will be provided with in-slab radiant heating.**
- Reduce the size of the kitchen exhaust hood and make up air requirements to a 6' wide hood. This may require a smaller size stove to be provided by the owner. We intend to work closely with the users to make these adjustments.
- Reduced the vehicle bay exhaust connections by two and currently still have four connection points. The exhaust system size remains unchanged allowing future installation of the additional exhaust points.
- In our original proposal, we had carried dollars to have our electrical drawings reviewed and stamped by an electrical engineer. Favreau Electric will provide a design build package eliminating this need. It is not a code requirement to have stamped drawings and have done many projects this way with Favreau.

- We have reduced our CMP allowance by 3,000 for not relocating the existing poles and keeping them in their present location.
- We have reduced the amount of site lighting poles and fixtures by providing the required lighting by the use of wall packs. Our original lighting levels were higher than required to allow additional lighting as needed for evening training at the front and rear of the building. This additional lighting was to be controlled with switched and only turned on as needed. Our reductions will provide the required parking lot lighting required by design. We are confident the final design will be acceptable to all parties.
- Further review of the codes indicates seismic bracing will not be required for electrical systems. As a precautionary measure, we had carried dollars for this work that will no longer be required and have eliminated our allowance for this work.
- With the additional time, Favreau has been able to get a more competitive lighting package price and has passed on the savings to the project. This savings has been included in our price reduction.

Tier “Two”

Value Engineered Savings Outline

Brunswick Fire Substation

March 3, 2005

Tier “Two” savings indicated in our revised proposals include all of the reductions indicated in tier “One” and add the following assumptions. These additional changes do alter the look of the exterior of the building by replacing some brick with cedar wood shingles. Our revised elevations and rendering begin to indicate this. We will provide further refinement of these documents prior to planning board submission and upon your selection of our team.

I once again remind you, we are well aware of your desire not to have the connecting sidewalk to the paved area in front of the truck bays. We have incorporated these savings into our proposal but the rendering coordination did not catch up with our revised drawings. There are also minor discrepancies between the elevations and the rendering we fully expect to refine as we go forward. We felt it was still of value to provide this rendering to indicate the impact of our recommended tier “Two” changes.

I understand we stressed longevity and minimal maintenance to provide the best long-term value in our original proposal. Our introduction of wood shingles is in keeping with this. We have recommended and limited the use of wood products to locations best protected by the weather and detailed in a way to minimize maintenance. We have chosen only the best available “Maibec” kiln-dried, pre-primed, re-cut and re-butt wood shingles with a 4” exposure. This selection should serve you well for a long time and when the time comes to maintain these shingles the areas are minimal, and the details are such to make maintenance easy and efficient.

We have also elected to keep all of the exterior eave and soffit trims as pre-finished heavy gauge metal trim as originally proposed. These areas will be the first to require maintenance in the future should they become painted wood or some other material. It will also become the most time consuming and costly to re-paint. As currently proposed, the repainting of the wood shingles will be very productive at any time in the future and should not become a burden. **We have also retained a complete coverage of ice & water shield underneath the asphalt shingles giving you the best available asphalt shingle roof possible with the longest life expectancy.**

We hope these refinements are clear and acceptable. We will be more than happy to meet and discuss these further as needed.

- Includes all reductions and items listed in the tier “one” outline.
- We have eliminated the hydrant in the front parking area designated for training use. We propose installing a “dummy” hydrant in its place to allow training.
- Eliminates a bicycle rack from our scope. Should one be desired or required it can be provided by the owners through their FF&E budget for the building.
- Changes some of the exterior brick and replaces the brick with a wood shingle as depicted in the elevations and rendering.
- By replacing the brick in the areas above the rooflines to wood shingles, it has allowed us the ability to simplify our structural components to minimize costs in these areas by not needing to carry the additional weight of brick. The upper walls of the mezzanine will now be constructed with wood studs as proposed in the living areas of our original proposal.
- Revises the shape and raises the height of the parapet above the garage doors to better articulate the shapes of the sloped roofs elsewhere on the building and address some of the concerns from the planning board. We are prepared to discuss these and future adjustments with the planning board to best reflect their expectations of the “Cooks Corner” planning guidelines.
- Changes the larger “Econo” size brick to a “Modular” size brick to better reflect traditional sizes and compliment the wood shingles better.
- We have eliminated the folding partition between the meeting room and dining room. The new proposed location of the meeting room makes it extremely convenient for other public uses. Having a solid wall between the two functions would enhance this possibility further without breaching privacy and security of the semi-private areas of the fire department.
- In lieu of a new generator, we have proposed using a re-furbished generator with a full warranty. This unit would have either low hours or possibly even a left over model with no hours at all. We have successfully done this on many projects in the past several years. Most of these generators come from facilities where growth requires owners to get larger units and trade up.
- We have reduced the recommended landscaping allowance by \$2,500 and down to \$7,500. Future plantings can easily be added later at minimal additional costs.
- We have change the mezzanine floor framing to a wood framed system with a plywood deck and wood stair to the mezzanine. This will limit the storage capacity to lighter loads. Once the structural engineer fully designs this system, he will be able to inform us of the capacity and we will clearly indicate the

limitations via signage. Although the load capacity will be lighter, we anticipate making it as strong as reasonably possible for maximum storage.

- We have changed the stainless steel sink in the Decon Room to a cast-iron sink similar to the change we made in the Apparatus Bay in tier “One”.
- Deletes the plumbing fixtures and piping in the Apparatus Bay restroom. The room, door, and finishes remain to use as storage or other use. We have provided an add alternate to install rough-in piping for future installation of these fixtures should you wish to differ some of the cost but preserve the restroom. Long term we highly recommend keeping the piping in place.
- We have changed the in-floor radiant heating system to a ceiling mounted infrared radiant heating system. This also eliminates the need for underslab rigid insulation as indicated in our original proposal. **A very important fact one must keep in mind here is that the make up air heating system we have proposed for this space to quickly re-heat the apparatus bay still exists. The radiant heating in the floor has always been a redundant system to help keep the floor warm and expedite drying of wet floors. We are quite confident you would not be completely happy with the use of only in-floor radiant heating in you facility.** In the contrary, we believe the air system would be completely adequate to provide the required heating and ventilation but may not dry the floors as quickly as you wished. This is the only reason we recommend keeping the ceiling mounted infrared heaters, which also work on the principal of radiating heat to solid masses, and help keep heat in the building when the doors are opened in winter months.

List of Value Engineered Alternates

Brunswick Fire Substation

March 3, 2005

Listed below are additional cost saving alternates. We have chosen to start the numbering with alternate number 10 not to confuse these alternates with ones listed in our original proposal.

Alternate No. 10

Keep plumbing rough-in piping for Apparatus Bay bathroom eliminated in tier "Two" savings. Add: \$ 3,000

Alternate No. 11

Keep plumbing fixtures for Apparatus Bay bathroom eliminated in tier "Two" savings. Add: \$ 3,000

Alternate No. 12

Eliminate the requirement for 100% performance and 100% payment bonds. Deduct: (-\$ 16,000)

Alternate No. 13

Eliminate Gear Room dehumidification. Deduct: (-\$ 1,300)

Alternate No. 14

Defer installation of vehicle exhaust system. Deduct: (-\$ 30,500)

The currently proposed air exhaust system will monitor air for carbon monoxide and diesel fumes and automatically start and flush out the Apparatus Bays upon detection of the slightest level of fumes. We understand the preference of having a vehicle exhaust system now but one could be easily added later with minimal additional costs.

Alternate No. 15

Eliminate the soil densification process.

Deduct: (-\$ 40,000)

I have had detailed conversations with Robert Chaput, P.E. of S.W. Cole, Tom Sturgeon, P.E. of H.C. Crooker, and our structural engineer David Price, P.E. about this subject matter. All agree the risk is that of minor settlement in the event of a hypothetical seismic disturbance should one ever occur in Brunswick. S.W. Cole's report indicates this settlement could be as much as four and a half inches should a seismic event even occur. This appears to be the worst case scenario.

Test reports provided by Cole also indicate the soils to be relatively similar and uniform in all areas of the proposed building. Given that the soils are relatively similar throughout the building footprint, and that the building is relatively uniform in weight distribution, the concern about uneven settlement should be relatively low. Everyone I spoke with seems to agree that any possible settlement should be relatively uniform were it ever to occur.

One could debate this issue in either fashion dependant on whether one is an optimist or a pessimist but I am quite confident neither can predict the future, let alone, completely and accurately predict the impact of any hypothetical seismic occurrence. I personally believe the risk to be quite low, and given the value of soil densification would probably accept this risk and not do the soil densification. Listed above is the value of this work, the decision remains yours to make.

PROPOSAL FORM

**BRUNSWICK FIRE DEPARTMENT
COOK'S CORNER SUBSTATION**

January 28, 2005

Design-Builder: Ouellet Associates, Inc.
Brunswick Industrial Park
56 Bibber Parkway
Brunswick, ME 04011-7357

TO: Town of Brunswick
Attn: Don Gerrish, Town Manager
28 Federal Street
Brunswick, ME 04011

TIME: Proposals are due at the Office of the Town Manager located at 28 Federal Street, Brunswick, Maine on or before 1:30 P.M. on January 28, 2005. Presentations will be made beginning @ 2:15 P.M., at the former high school building located @ 44 McKeen Street, Brunswick, Maine.

A. Having carefully examined the Request for Proposal, dated Dec. 17, 2004, the Undersigned Design/Builder proposes to furnish the design, all labor, equipment and materials necessary and reasonably incidental to the Design and Construction of the Cook's Corner Sub-Station and in accordance with the Request for Proposal for the amount of **Two Million One Hundred Thousand**, Dollars (\$ 2,100,000.00).

B. Addenda Received:

Addendum No. 1, dated January 05, 2005.

Addendum No. 2, dated January 12, 2005.

Addendum No. 3, dated January 21, 2005.

Addendum No. 4, dated January 25, 2005.

C. ALLOWANCES

Note: Design-Builder has included in the above proposal amount the following allowances:

<u>Landscaping (plantings only)</u>	<u>\$ 10,000.00</u>
<u>C M P Utility Fee</u>	<u>\$ 7,000.00</u>
<u>Deep Soil Densification</u>	<u>\$ 40,000.00</u>

D. ALTERNATES

Owner reserves the right to reject and/or accept any or all of the following Alternates which are deemed by the Owner to be in the best interest.

<u>No. 1</u> 4 th Apparatus Bay	<u>Add</u> \$ <u>99,000.00</u>
<u>No. 1b</u> Delete vehicle exhaust in 4 th Bay (Alternate #1). System would allow for future expansion. <u>Deduct</u> \$ <u>(-9,000.00)</u>	
<u>No. 2</u> Hose Tower	<u>Add</u> \$ <u>43,500.00</u>
<u>No. 2b</u> Add heated make-up air to hose tower for additional drying capacity. <u>Add</u> \$ <u>3,500.00</u>	
<u>No. 3</u> Non-skid apparatus Bay Floor (epoxy)	<u>Add</u> \$ <u>28,500.00</u>
<u>No. 3b</u> Non-skid epoxy floor @ 4 th Apparatus Bay (if Alternate #1 is accepted). <u>Add</u> \$ <u>9,250.00</u>	
<u>No. 4</u> Diesel Fuel Tank	<u>Add</u> \$ <u>15,000.00</u>
<u>No. 4b</u> Alternate choice: Standard dual wall skid tank in lieu of the ConVault tank requested <u>Add</u> \$ <u>5,500.00</u>	
<u>No. 5</u> Rescue simulator (manhole)	<u>Add</u> \$ <u>3,000.00</u>
<u>No. 6</u> Firefighter Slide Pole if two story building.....	<u>Add</u> \$ <u>N/A</u>

ADDITIONAL ALTERNATES

- No. 7 Move generator outside to alternate location
with weather enclosure Deduct \$ (- 8,000.00) .

- No. 8 Substitute Metal Roof with 30 yr. Asphalt
Shingles Deduct \$ (-12,000.00) .

- No. 9 Eliminate Clerestory @ Entry Deduct \$ (-21,000.00) .

E. SUB CONTRACTORS (included in the above Proposal)

<u>Trade</u>	<u>Name of Sub-Contractor</u>
Heating, Vent. & AC	<u>Johnson & Jordan</u> , \$ <u>126,827.00</u> .
Plumbing	<u>Johnson & Jordan</u> , \$ <u>231,098.00</u> .
Electrical	<u>Favreau Electric</u> , \$ <u>188,254.00</u> .
Sprinkler	<u>Eastern Fire Protection</u> , \$ <u>28,500.00</u> .
Deep Soil Improvement (see Addend. #2, Item 11.b)	<u>Harry Crooker & HB Fleming</u> , \$ <u>40,000.00</u> .

(None of the above listed sub-contractors will be substituted for the work on this project without the Owner's prior approval.)

Bid bond, as noted in the Instructions to Bidders, in the amount of 5% to be submitted with this Proposal.

It is understood by the Bidder that the Owner may accept and/or reject any and all proposals which appear to be in the best interest of the Town of Brunswick.

The undersigned agrees, if this Proposal is accepted, to enter into a Contract in accordance with all of the requirements of the Request For Proposal.

Bidder: Ouellet Associates, Inc.
Signed: _____
Title: President
Address: 56 Bibber Parkway
Brunswick, ME 04011-7357

TOWN OF BRUNSWICK
 EMERSON STATION 284 BATH ROAD
 NATURAL GAS ACCOUNT # 05-06##-##

DATE	THERMS	
	Total 2006 to 2013	Average Monthly
January	10,453	1,493
February	14,534	2,076
March	7,738	1,105
April	5,479	783
May	3,028	433
June	1,571	224
July	949	136
August	801	114
September	1,401	200
October	2,155	308
November	4,104	586
December	7,740	1,106
Yearly Average 2006 to 2013		8,565

Yearly Total of Therms

DATE		
01/30/2006	1,047	
02/28/2006	1,730	
03/29/2006	1,403	
04/28/2006	404	
06/01/2006	668	
06/30/2006	134	
07/27/2006	67	
08/29/2006	121	
09/27/2006	305	
10/27/2006	421	
11/29/2006	584	
12/28/2006	962	
Yearly Total		7,846
01/30/2007	1,445	
02/28/2007	2,087	
03/29/2007	1,243	
04/27/2007	902	
05/25/2007	460	
06/28/2007	228	
07/27/2007	159	
08/24/2007	130	
09/20/2007	170	
10/26/2007	315	
11/21/2007	639	
12/21/2007	1,325	
Yearly Total		9,103
01/25/2008	1,474	
02/22/2008	1,320	
03/21/2008	1,043	
04/25/2008	959	
05/23/2008	383	

DATE	THERMS	
06/27/2008	241	
07/25/2008	129	
08/22/2008	174	
09/26/2008	237	
10/24/2008	321	
11/21/2008	464	
12/19/2008	1,096	
	Yearly Total	7,841
01/23/2009	1,996	
02/27/2009	1,757	
03/27/2009	1,036	
04/24/2009	671	
05/22/2009	326	
06/26/2009	324	
07/24/2009	258	
08/28/2009	119	
09/25/2009	223	
10/23/2009	383	
11/27/2009	672	
12/24/2009	1,041	
	Yearly Total	8,806
01/22/2010	1,321	
02/19/2010	1,275	
03/19/2010	829	
04/23/2010	753	
05/21/2010	419	
06/25/2010	215	
07/23/2010	83	
08/27/2010	106	
09/24/2010	131	
10/22/2010	280	
11/19/2010	487	
12/23/2010	1,119	
	Yearly Total	7,018
01/21/2011	1,466	
02/18/2011	1,747	
03/18/2011	1,209	
04/22/2011	1,100	
05/20/2011	484	
06/24/2011	297	
07/22/2011	142	
08/26/2011	62	
09/23/2011	199	
10/21/2011	258	
11/18/2011	641	
12/23/2011	1,044	
	Yearly Total	8,649
01/27/2012	1,421	
02/24/2012	1,125	
03/23/2012	800	
04/23/2012	670	
05/25/2012	446	
06/22/2012	253	

DATE	THERMS		
07/27/2012	142		
08/24/2012	109		
09/21/2012	160		
10/26/2012	425		
11/26/2012	603		
12/21/2012	939		
	Yearly Total	7,093	
01/25/2013	1,704		
02/25/2013	4,618		
03/22/2013	975		
04/26/2013	690		
05/24/2013	288		
06/21/2013	132		
07/26/2013	111		
08/23/2013	89		
09/27/2013	136		
10/25/2013	177		
11/22/2013	617		
12/23/2013	1,153		
	Yearly Total	10,690	
	Average of 2006 to 2013	8,380.75	
	Average of 2006 to 2012	7,044.50	
01/27/2014	1,485		
02/25/2014	1,370		
03/24/2014	975		

MANAGER'S REPORT - E BACK UP MATERIALS

Memorandum

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: September 11, 2014

RE: Receipt of Public Conveyance Deeds for Recreational Parcels

This item is to formally inform the Council and public that the Town has received Quitclaim Deeds for Parcel REC-5 and Parcel REC-7, located on the former Naval Air Station. These Parcels are part of the public conveyance from the National Park Service and are to be used exclusively for public park and public recreation purposes by the Town of Brunswick. Parcel REC-7 is better known as the Kate Furbish Preserve; Parcel REC-5 is located between the Wildwood Subdivision and the Affordable Midcoast Housing units, across from the Parkwood Inn.

Copies of the deeds are included in the Council packet and will be included in the permanent record of the meeting.

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, National Park Service, Northeast Region with offices at 200 Chestnut Street, Philadelphia, PA 19106, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Property Act, 40 U.S.C. § 550 (e), as amended, and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of Brunswick, Maine, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the Town of Brunswick, County of Cumberland, State of Maine, together with the improvements thereon, and more particularly bounded and described as follows: (the "Property")

Parcel REC-5

A certain parcel of land, with the improvements thereon, situated on the southwesterly side of the Gurnet Road, (a.k.a. Route 24), in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

Beginning at a survey pin found on the southwesterly right-of-way line of said Gurnet Road, at the easterly most corner of land now or formerly of Affordable Midcoast Housing, LLC (Book 29562, Page 31);

Thence S 39°10'08" E along the southwesterly right-of-way line of said Gurnet Road, a distance of 365.00' to a survey pin found on the northwesterly line of the Wildwood Subdivision (Plan Book 191, Page 29);

Thence S 29°52'58" W along the northwesterly line of said Wildwood Subdivision, a distance of 1515.62' to a survey set;

Thence N 55°26'37" W along the line of remaining land of the United States of America, a distance of 587.34' to a survey pin found;

Thence continuing N 55°26'37" W, a distance of 60.00' to a survey pin found;

Thence N 34°33'23" E along the southeasterly line of said Affordable Midcoast Housing, LLC, a distance of 270.00' to a survey pin found;

Thence N 77°58'35" E along the northerly line of said Affordable Midcoast Housing, LLC, a distance of 380.69' to a survey pin found;

Thence N 29°49'43" E along the southeasterly line of said Affordable Midcoast Housing, LLC, a distance of 1070.00' to the Point of Beginning.

Containing 14.97± acres.

Drainage Easement

The Grantor also assigns all the right, title and interest of the Government in and to a perpetual easement for drainage of surface waters from the REC-5 parcel, containing approximately 1.3 acres of land in the Quitclaim Deed by and Between the United States of America and Harry C. Crooker, as grantee, recorded in the Cumberland County Registry of Deeds at Book 3376, Page 035.

SOURCE OF TITLE:

1. Deed from Augustus J. Snow et.ux. (Grantor) dtd 7/15/1953, Book 2142, Page 322
2. Deed from Emery W. Booker (Grantor) dtd 7/12/1955, Book 2239, Page 222
3. Deed from Harry C. Crooker (Grantor) dtd 3/30/1973, Book 3376, Page 032

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

SUBJECT TO THE FOLLOWING:

- A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed.
- B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property;
- C. Reservation of Access Easement: The Grantor hereby reserves for itself and any assigns, including Federal agencies for the United States of America, a perpetual and assignable easement, for ingress and egress over existing and future roadways, including, to access property owned by the United States of America and its assigns.
- D. Utility Easement for Midcoast Regional Redevelopment Authority: By Bill of Sale dated 30 September 2011 the United States of America, Department of the Navy transferred and assigned all right, title and interest in the utility facilities and structures to the Midcoast Regional Redevelopment Authority (MRRA). Easement rights to the Property for the utility facilities and structures were granted to MRRA pursuant to the Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service dated March 28, 2011, between Midcoast

Regional Redevelopment Authority (MRRA) and the United States of America regarding the Naval Air Station, Brunswick, Navy Contract No. N47692-11-RP-11X01, recorded in the Cumberland County Registry of Deeds as Document 16298, at Book 28607, Pages 205-238.

E. Reservation of Utility Easement for PPV Housing: A Utility Easement dated September 30, 2011, Navy Contract No. N47692-11-RP-11Q11, granting access to and use of the streets, roads, and easements for electric, telephone, gas, water and sewer and other facilities affecting the Property has been granted by United States of America, Department of the Navy, to the Affordable Mid Coast Housing, LLC (Lessee).

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Property Act, as amended, and applicable rules regulations and orders promulgated thereunder, and authority given to the Secretary of Defense (SECDEF), in accordance with Public Law 101-510, the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. §2687, as amended, and delegation of the authority by SECDEF to the Secretary of the Navy, and subsequent delegations of the authority to the Director, Base Realignment and Closure Program Management Office, the Department of Navy determined the property to be surplus to the needs of the United States of America and contingent on its issuance of a Finding of Suitability to Transfer (FOST) dated September 13, 2011, along with FOST Errata Sheet dated October 18, 2012, assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1.0 That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 102-75.680 and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated November 21, 2007, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2.0 The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3.0 The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the

continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4.0 Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5.0 Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property and other properties conveyed to the Grantee by the Grantor for public park or public recreational purposes in accordance with 41 CFR 101-47.308-7(n). After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6.0 The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

7.0 The Grantee further covenants and agrees, for itself, its successors and assigns, to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

8.0 The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

9.0 As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply

with all requirements imposed by or pursuant to the non-discrimination regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

10.0 ENVIRONMENTAL CONSIDERATIONS

10.1 Inclusion Of Provisions: The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

10.2 No Liability For Non-U.S Navy Contamination

Neither the Grantor nor U.S. Navy shall incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-U.S. Navy entities, is identified as the party responsible for contamination of the property.

10.3 Notice of Environmental Condition: Information concerning the environmental condition of the Property is contained in documents known as the Finding of Suitability to Transfer (FOST) 2011-3 dated September 13, 2011 and FOST Errata Sheet dated October 18, 2012, which are incorporated herein by reference, and the receipt of which is hereby acknowledged by the GRANTEE. An Environmental Condition of Property (ECP) report and other environmental documents are referenced in the FOST; the FOST, ECP and referenced environmental documents describe environmental conditions on the PROPERTY.

10.4 CERCLA Covenant: Pursuant to §120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

10.5 Reservation of Access as Required by 42 U.S.C. §9620(h)(4)(D)(ii): The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successor and assigns, for the exercise of the easement and right of access hereby retained by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause; provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

10.6 Federal Facility Agreement: The former Naval Air Station Brunswick (Main Base) has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. This Deed, as it currently exists or may be amended, shall not affect the rights and obligations of parties under the Federal Facility Agreement ([FFA] DoN, USEPA, State of Maine, 1990). The FFA Section VIII requires that any transactions involving interest or right in real property do not impede or impair activities or response actions taken pursuant to the FFA. The Grantee acknowledges that it has received a copy of the FFA through execution of the deed.

10.7 Access to Property by State of Maine: Pursuant to Maine law (Maine Revised Statutes Title 38 [38 M.R.S. Chapter 3, §548; 38 M.R.S. Chapter 13 §1318-B; and 38 M.R.S Chapter 13 §1361 et seq]), Grantee agrees on behalf of itself, its successors and assigns as a covenant running with the land, that the State of Maine, or its officers, agents, employees, contractors and

subcontractors (the "State"), shall have the right to enter upon the Property to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment or containment facilities if corrective or remedial action is found by the State to be necessary or advisable after the date of transfer and that Grantee shall allow the State to enter upon the Property for such purposes following reasonable notice. The State agrees to use reasonable means to avoid or minimize interference with Grantee's or Grantee's successors' and assigns' quiet enjoyment of the Property so as not to unreasonably interfere with Grantee's and the Grantee's successors' and assigns' operations on the Property. Grantee and all successive owners of the Property or any portion thereof, and their assigns, are hereby bound by such covenants for the benefit of the State as the covenantees.

10.8 Groundwater Use Restriction: The Grantee, its successors, and assigns agree that no groundwater extraction/production supply wells shall be installed or permitted, and that no access to groundwater for dewatering or other purposes shall be permitted on the Property without the prior written approval of the Navy and the applicable federal and state regulatory agencies, as appropriate.

10.9 Groundwater Monitoring Wells: The Grantor shall have the right, in common with all others entitled thereto, to pass and repass on streets, roadways, and passageways as may exist and as reasonably necessary to install new wells and perform periodic sampling and required maintenance of any future groundwater monitoring wells on the Property. The Grantee, its successors, and assigns shall be able to use the Property in any manner that does not relocate or otherwise interfere with the integrity, maintenance or continued usefulness of the monitoring wells, or any part or portion thereof without the prior written consent of the Grantor. This restriction will be required for as long as the wells are needed to meet the requirements of the Navy IR and Petroleum Programs. If wells become damaged, they will be replaced by the Navy and the cost will be borne by the Grantee or its successors and assigns.

10.10 Other Land Use Controls: The Grantee, its successors, and assigns agree that they will comply with provisions for all existing or future Land Use Controls established for sites as part of CERCLA Records of Decision and Remedial Design documents, or Petroleum Program decision documents.

11.0 HISTORICAL RESOURCES

Programmatic Agreement (PA) Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine and Topsham Annex, Topsham, Maine, executed by both parties September 27, 2010, is attached as Exhibit A and is incorporated in its entirety.

11.1 Covenant re: Archeological Matters As more fully described in the Programmatic Agreement, Exhibit B, areas within NAS Brunswick ME have been identified and are referred to within, collectively, as Archeological Sites. Grantee, its successors, and its assigns hereby covenant at all times to the Maine State Historic Preservation Officer ("ME SHPO") to maintain and preserve the Archeological Site.

11.2. Covenant re: Historic Preservation: As more fully described in the Programmatic Agreement, Exhibit B, NAS Brunswick has been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). Grantee, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

12.0 NAVIGABLE AIRSPACE:

Covenant regarding FAA Construction: Grantee, its successors and assigns covenants that all construction, alterations, or improvements on the Property, of whatever type or nature, shall, to extent (if any) required by law, fulfill the requirements of the Federal Aviation Administration for compliance with the regulations set forth in 14 CFR Part 77, entitled "Objects Affecting Navigable Airspace", and issued under the authority of the Federal Aviation Act of 1958, as amended.

13.0 ASSUMPTION OF PPV HOUSING LEASE:

The Property is subject to the "Second Amended, Restated and Bifurcated Brunswick Real Estate Ground Lease and Conveyance of Facilities" (the "Lease") by and between the United States of America, Department of the Navy, as Lessor, and Affordable Mid Coast Housing, LLC, as Lessee dated October 29, 2010, and recorded in the Cumberland County Registry of Deeds at Book 28222, Page 303. The Grantor does hereby transfer, convey and deliver its entire right, title and interest in the Lease and Grantee hereby assumes and agrees to perform all of the terms, covenants, conditions and obligations of the Government under the lease as of the date hereof.

14.0 CONDITION OF THE PROPERTY:

14.1 Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose.

14.2 Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor or the United States of America, to make any alterations, repairs, or additions.

14.3 The Grantor and the United States of America, shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon).

14.4 The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

14.5 The Grantee shall perform annual inspections of the property to ensure compliance with all established land use controls, and to submit to the U.S. Navy an annual written certification in accordance with Exhibit B.

15.0 COVENANT AGAINST DISCRIMINATION: The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

16.0 RIGHT OF REVERSION: In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

This deed is executed and delivered to the said Town of Brunswick, Maine, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 25 day of July, 2014.

UNITED STATES OF AMERICA

By: *Michael A. Caldwell*
Michael A. Caldwell, Regional Director
Northeast Region
National Park Service

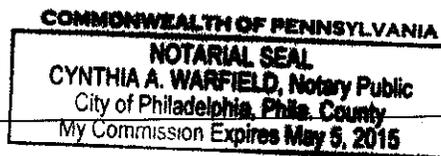
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael A. Caldwell, Regional Director of the National Park Service, Northeast Region, whose name is signed to the foregoing, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 25th day of July, 2014.

Cynthia A. Warfield
Notary Public

My commission expires: _____



This deed was prepared by the National Park Service, Northeast Region, 15 State Street, Boston, Massachusetts 02109.

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the Town of Brunswick shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Town of Brunswick, Maine

By: _____
John Eldridge
Interim Town Manager

STATE OF MAINE)
)ss
County of CUMBERLAND)

On this _____ day of _____, 2014, before me, the subscriber, personally appeared John Eldridge, to me known, and known to me to be the individual described herein and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same on behalf of the Town of Brunswick.

NOTARY PUBLIC
My Commission expires:

INDEX OF EXHIBITS ATTACHED

Exhibit A Programmatic Agreement (PA) Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine and Topsham Annex, Topsham, Maine

Exhibit B Annual Land Use Control (LUC) Compliance Certification Naval Air Station Brunswick, Maine Town of Brunswick – Parcel REC-5

Exhibit A

Programmatic Agreement (PA)

**Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on
the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine
and Topsham Annex, Topsham, Maine**

PROGRAMMATIC AGREEMENT (PA)

BETWEEN THE UNITED STATES NAVY AND THE MAINE STATE HISTORIC PRESERVATION OFFICER (SHPO) ON THE LEASE AND PROPERTY TRANSFER OF PROPERTIES LOCATED AT NAVAL AIR STATION BRUNSWICK, MAINE AND TOPSHAM ANNEX, TOPSHAM, MAINE

WHEREAS, the United States Navy (Navy) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101-510), as amended in 2005, and the Navy is proceeding with the closure and disposal of excess and surplus property in a manner consistent with the "2005 Report to the President of Defense Base Closure and Realignment Commission," dated 8 September 2005; and

WHEREAS, the Navy has determined that the disposal of Naval Air Station (NAS) Brunswick and the McKeen Street Housing Annex, East Brunswick Radio Transmitter Site, and Topsham Annex in a manner consistent with the NAS Brunswick & Topsham Reuse Master Plans may have an effect upon historic properties, which may be eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the Navy has consulted with the Maine State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has consulted with the Passamaquoddy (Indian Township and Pleasant Point Reservations), the Aroostook Band of the Micmac, the Penobscot, and the Houlton Band of the Maliseet tribes, to identify if they have religious or cultural interest in the Area of Potential Effects (APE) and,

WHEREAS, the Navy has consulted with the Pejepscot Historical Society, and the towns of Brunswick and Topsham pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and invited comment from the ACHP and after consultation ACHP has elected not to be a signatory to this PA; and

WHEREAS, the Navy is providing the Federal Aviation Administration, the United States Coast Guard, the United States Army and other potential property recipients the opportunity to acquire properties at NAS Brunswick to support their reuse plans; and

WHEREAS, the Navy has prepared detailed evaluations of eligibility of the buildings and structures pursuant to the National Register of Historic Places (NRHP) at NAS Brunswick and

Topsham Annex in the documents titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010; and "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010; and

WHEREAS, the Navy has previously identified five Ammunition magazines as eligible for inclusion in the NRHP. Navy's current survey efforts documented an additional 76 architectural resources falling within the period of significance of NAS Brunswick and its associated five remote annexes (WW II and Cold War). 15 of the newly evaluated resources are eligible for listing in the NRHP under the Program Comment for WW II and Cold War Era (1939-1974) Ammunition Storage Facilities (2006) for a total of 20; and,

WHEREAS, the remaining 61 architectural resources within NAS Brunswick have been determined, in consultation with the SHPO to be not eligible for inclusion in the NRHP; and,

WHEREAS, The Navy has conducted comprehensive survey of the Military Triangle of Topsham Annex and has determined, in consultation with the SHPO, that Facility 333 is individually eligible for inclusion in the NRHP; and,

WHEREAS, the Navy has conducted a comprehensive archaeological identification survey on NAS Brunswick, the findings of which are contained in "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated February 2010, and "Modification 01: Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated June 30 2010; and

WHEREAS, the Navy's Archaeological survey efforts have been completed, the Navy has, in consultation with the SHPO determined that the 706 acres surveyed represent a completed survey; and

WHEREAS, the Navy's survey efforts resulted in the recordation of 35 archaeological sites, 27 of which are recommended for evaluative testing pursuant to Maine State Archaeological guidelines.

NOW, THEREFORE, the Navy and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account effect of the undertaking on the historic properties, and evidences compliance with Section 106 of the NHPA in accordance with 36 CFR 800.6(c) and 36 CFR 800.14.

I. STIPULATIONS

NAS BRUNSWICK, BRUNSWICK, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010, and "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick Maine" dated August 2010.

1. The Maine SHPO has reviewed the "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" received on 14 June 2010 to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.
2. The Maine SHPO has reviewed the "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated August 2010 (received on 14 June 2010) to continue consultation pursuant to Section 106 Of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for archaeological survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.

B. Due to the potential adverse effect to NAS Brunswick on identified archaeological sites or historic resources from the disposal and reuse of these properties, property recipients shall be required to contact the SHPO prior to any development that may affect these sites. In order to ensure the further protection of the historic properties, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/or deed of transfer by the Navy on which any archaeological sites or historic resources are located. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figures 1 and 2)

TOPSHAM ANNEX, TOPSHAM, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010.

1. The Maine SHPO has reviewed the "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine", May 2010, to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at Topsham Annex.

2. In consultation with SHPO, it has been determined that no additional archaeological investigations are warranted for Topsham Annex.

B. Due to the potential adverse effects to the eligible historic property located at Topsham Annex, (Building 333), property recipients shall be required to contact the SHPO prior to any development that may affect this site. In order to **ensure long-term preservation of the property's historic significance**, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/ or deed of transfer by the Navy. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figure 3)

II. RESOLVING OBJECTIONS

A. Should any party object to any action or recommendation pertaining to the implementation of this PA the parties shall consult for no more than fifteen (15) calendar days to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the objection to the SHPO including the Navy's proposed resolution of the objection. Within thirty (30) calendar days following receipt of all pertinent documentation, the SHPO shall exercise one of the following options:

- i. Advise the Navy the SHPO concurs in its proposed resolution of the objection, whereupon the Navy shall resolve the objection accordingly; or
- ii. Provide the Navy with recommendations, which the Navy shall take into account in reaching a final decision regarding its proposed resolution of the objection; or
- iii. Notify the Navy it will comment pursuant to 36 CFR § 800.6(b), and proceed to comment. The resulting comment shall be taken into account by the Navy in accordance with 36 CFR § 800.6(c)(2).

B. Should the SHPO not exercise one of the foregoing options within thirty (30) calendar days following receipt of all pertinent documentation, the Navy may assume the SHPO concurrence in its proposed resolution of the objection.

C. The Navy shall take into account any SHPO recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Navy's responsibility to carry out all actions under this PA that are not the subject of the objection shall remain unchanged.

D. At any time during implementation of the measures stipulated in this PA should an objection to any measure within this PA or its manner of implementation be raised by a

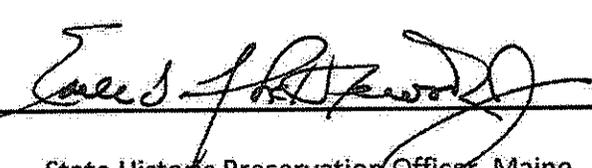
member of the public, the Navy shall consider the objection and consult as needed with the objecting party, the SHPO, and other parties to this PA.

III. AMENDMENTS AND NON-COMPLIANCE

- A. If either of the parties to this PA believes the terms of the PA cannot be carried out or the PA should be amended, that party shall immediately consult with the other party to develop amendments to the PA. The process of amending the PA shall be the same as that used in creating the original PA. If the parties cannot agree upon an amendment, the disagreement shall be addressed pursuant to Stipulation IV.
- B. If the terms of this PA are not carried out, the Navy shall immediately notify the SHPO and shall consult to determine if amendments are necessary. If the terms of this PA are not carried out, the Navy shall not take or sanction any action which would cause an adverse effect to the historic property or any action that would foreclose the SHPO consideration of modifications or alternatives to the Undertaking.
- C. Execution of this PA by the Navy and the SHPO, and implementation of its terms, evidence that the Navy has afforded the Maine SHPO an opportunity to comment on the effect of this Undertaking and its effects on the historic properties.

IV. SIGNATURES

 9-27-10
BRAC PMO NE DATE

 9/23/10
State Historic Preservation Officer, Maine DATE

Attachment A

TO BE INCLUDED IN ALL NAS BRUNSWICK LEASES IN FURTHERANCE OF CONVEYANCE AND DEEDS WHERE ARCHAEOLOGICAL SITES ARE LOCATED:

Covenant re: Archeological Matters: As more fully described in the document attached to this Quitclaim Deed and incorporated herein as Exhibit A, areas within NAS Brunswick ME have been identified and are referred to within, collectively, as Archeological Sites. GRANTEE, its successors, and its assigns hereby covenant at all times to the Maine State Historic Preservation Officer ("ME SHPO") to maintain and preserve the Archeological Site as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on the Archeological Sites that would affect the physical integrity of the Archeological Site without first obtaining the prior written permission of the ME SHPO (signed by a fully authorized representative thereof). Should the ME SHPO require, as a condition to granting of such permission, that GRANTEE conduct a Phase II survey, archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the Archeological Site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as ME SHPO may specify (including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains).
2. GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the Archeological Site and shall promptly report any such disturbance to the ME SHPO.
3. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance notice to GRANTEE, an annual inspection of the Archeological Sites in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60

days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, return of any Archeological artifacts removed, require, if appropriate, the restoration of the Archeological Site or to seek any other remedy available at law or equity.

5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

TO BE INCLUDED IN ALL NAS BRUNSWICK AND TOPSHAM ANNEX LEASES IN FURTHERANCE OF CONVEYANCE AND DEEDS WHERE HISTORIC RESOURCES ARE LOCATED:

Covenant re: Historic Preservation: NAS Brunswick and Topsham Annex have been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

1. All parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as described below in the document attached

to this Quitclaim Deed and incorporated herein as Exhibit A, will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken within NAS Brunswick and Topsham Annex that would materially affect the integrity or the appearance of the attributes described above without prior approval by the ME SHPO and a record of such.

2. To ensure that the long-term preservation of the property's historic significance will be preserved, all parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as identified in Exhibit A, will be maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action that would materially affect the integrity or the appearance of the attributes described above of that property situated within NAS Brunswick ME and Topsham Annex ME shall take place without prior notice to and consultation with the ME SHPO in accordance with paragraphs 2.A through 2.C below. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the property situated within NAS Brunswick ME and Topsham Annex ME.

A. Within thirty (30) calendar days of the ME SHPO's receipt of notification provided by GRANTEE pursuant to the foregoing provisions of this paragraph 2, the ME SHPO will respond to GRANTEE in writing as follows:

(i) that GRANTEE may proceed with the proposed undertaking without further consultation; or

(ii) that GRANTEE must initiate and complete consultation with the ME SHPO before GRANTEE may proceed with the proposed undertaking.

B. If the ME SHPO fails to respond to GRANTEE's written notice, as described in the above paragraph 2.A, within thirty (30) calendar days of the ME SHPO's receipt of the same, GRANTEE may proceed with the proposed undertaking without further consultation with the ME SHPO.

C. If the response provided to GRANTEE by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE.

3. Upon acquisition of NAS Brunswick ME and Topsham Annex ME, GRANTEE shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

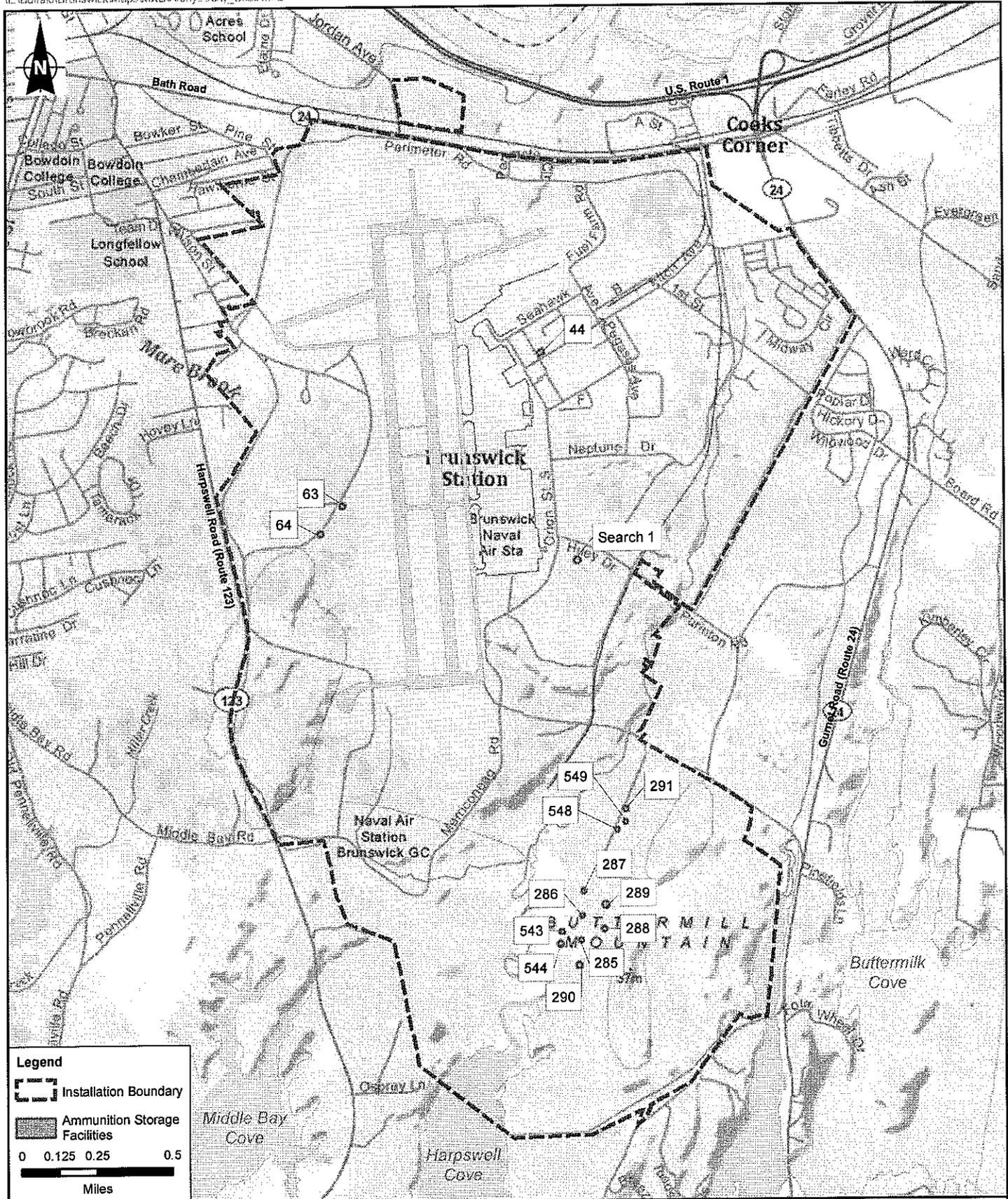
5. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

6. GRANTEE will provide the ME SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of NAS Brunswick ME and Topsham Annex ME. Similar reports will be submitted to the ME SHPO biannually thereafter until the Navy has disposed the excess portions of the NAS Brunswick ME and Topsham Annex ME properties.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, require the restoration of the Archeological Site or to seek any other remedy available at law or equity.

8. The failure of GOVERNMENT or the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

9. This covenant is binding on GRANTEE, its heirs, successors and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests himself/herself/itself of either the fee simple title or any lesser estate in NAS Brunswick ME and Topsham Annex ME or any part thereof.



Note: An additional five ammunition magazines (59, 60, 62, 71, and 626) (not shown) were not documented as part of the 2010 Historic Architecture Comprehensive Survey Update, but are eligible for listing in the NRHP under the 2006 Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities.

Figure 1
Historic Resources
NAS Brunswick, Maine

Source: Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, Maine SEARCH, May 2010.
 ESRI World Topographic Map: USGS, FAO, NPS, EPA, NRCAN, GeoBase, ESRI, DeLorme, TANA, AND, other suppliers.

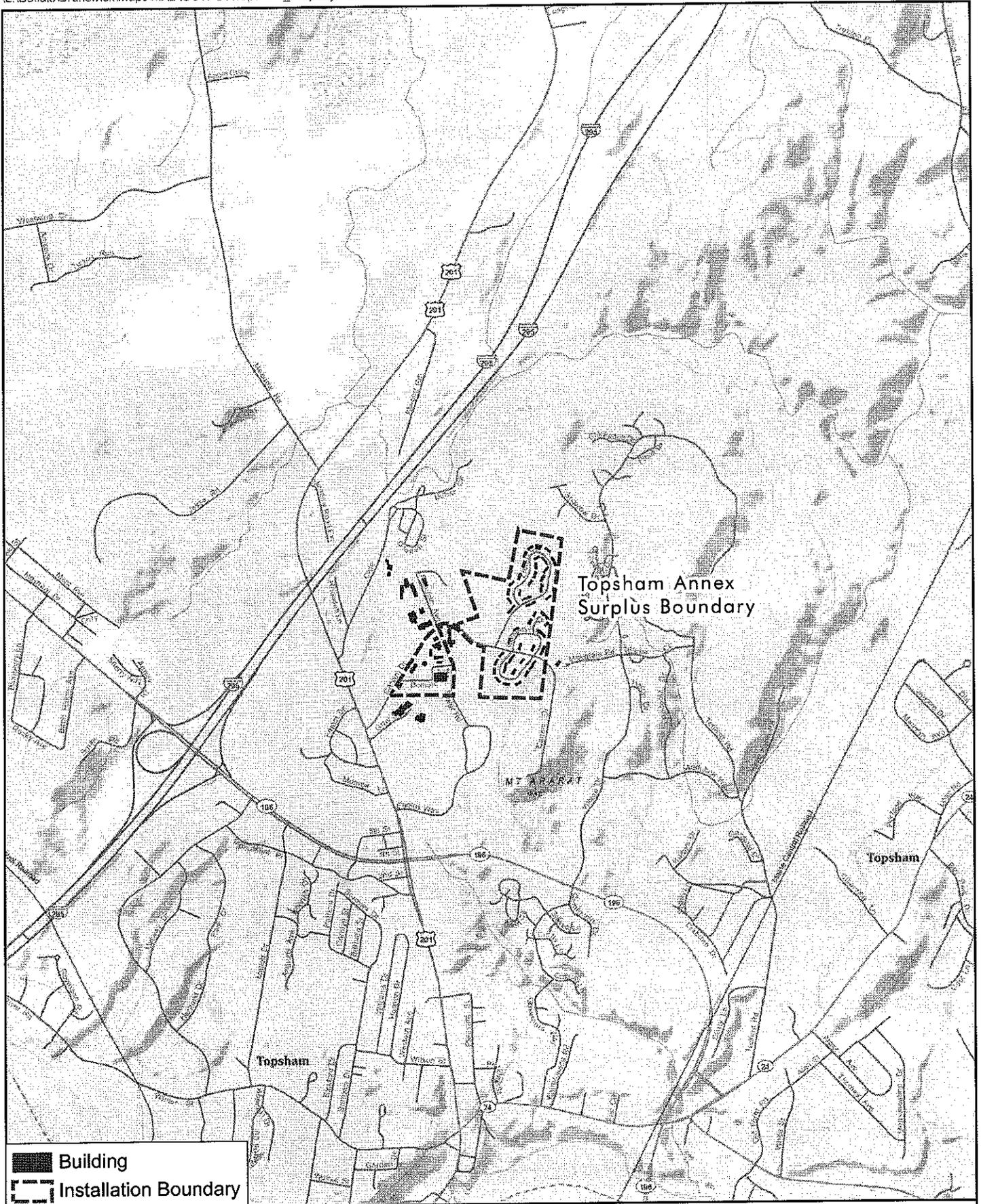


Figure 3
Topsham Annex Project Area
NAS Brunswick, Maine

Exhibit B

**Annual Land Use Control (LUC) Compliance Certification
Naval Air Station Brunswick, Maine
Town of Brunswick – Parcel Rec-5**

Annual Land Use Control (LUC) Compliance Certification
Naval Air Station Brunswick, Maine
Town of Brunswick – Parcel REC-5

Property Owner: Town of Brunswick
20XX through May 31, 20XX

Evaluation Period: From June 1,

I, the undersigned, hereby certify that I am an authorized representative of the Town of Brunswick and that for the parcel identified as REC-5 the land use controls have been complied with for the period noted. Specific certifications shall be acknowledged below and any known deficiencies and completed or planned actions to address such deficiencies shall be described below.

Specific Certifications and Comments (Circle Y or N)

1. Y/N Used Groundwater for any purpose
2. Y/N Installed groundwater wells of any kind
3. Y/N Notified Navy, Maine DEP or USEPA of any environmental issue
4. Y/N Performed soil disturbance activity requiring MMP required actions
5. Y/N Received any Environmental Notice of violation or non-compliance
6. Y/N Notified Maine SHPO and US Navy of disturbance of archaeological or historical areas and buildings
in accordance with Programmatic Agreement

NOTE: If you answered yes to any of these certifications, please provide written discussion of the circumstances, persons/agencies contacted, and how impacted land use controls were addressed to insure compliance with the deed.

Signature: _____ **Date:** _____

Name: _____

Title: _____ **Telephone Number:** _____

Mail original form to the Department of the Navy at: Director, BRAC Program Management Office Northeast, Attn: Mr. Paul Burgio, BRAC Environmental Coordinator, 4911 South Broad Street, Philadelphia, PA 19112

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, National Park Service, Northeast Region with offices at 200 Chestnut Street, Philadelphia, PA 19106, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Property Act, 40 U.S.C. § 550 (e), as amended, and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of Brunswick, Maine, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the Town of Brunswick, County of Cumberland, State of Maine, together with the improvements thereon, and more particularly bounded and described as follows (the "Property"):

Parcel REC-7

A certain lot or parcel of land, with any improvements thereon, situated southwesterly of the Coombs Road, in the Town of Brunswick, County of Cumberland, State of Maine, as shown on a plan entitled "Boundary Survey Plan, Parcel REC-7, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA (REC-7 Plan) and being more particularly described as follows:

Beginning at a survey pin on the southwesterly right-of-way line of Coombs Road at the northeasterly most corner of land now or formerly of the United States of America, and licensed to the Armed Services Reserve Center, as shown on a plan entitled "Boundary Survey of a Portion of the Brunswick Naval Air Station", dated January 22, 2008, by Morin Land Surveying (hereinafter "Morin Plan");

Thence S 56°48'25" E along the southwesterly right-of-way line of said Coombs Road, a distance of 119.12 feet to an angle point;

Thence S 55°15'07" E along the southwesterly right-of-way line of said Coombs Road, a distance of 552.39 feet to a point on the westerly line of land now or formerly of Richard A. Coffin (Book 3963, Page 251);

Thence S 7°28'40" W along the westerly line of said Coffin, a distance of 302.74 feet to an angle point;

Thence S 18°57'50" W along the westerly line of said Coffin, a distance of 270.01 feet to an angle point;

Thence S 55°31'30" E along the southwesterly line of said Coffin, a distance of 767.70 feet to a survey monument;

Thence continuing S 55°31'30" E along the southwesterly line of said Coffin, a distance of 103± feet, more or less to the high water line of Buttermilk Cove (aka Duck Cove);

Thence in a general southerly direction along the westerly high water line of said Buttermilk Cove, a distance on 3,242± feet, more or less, to the northerly right-of-way line of Princes Point Road;

Thence S 69°58'04" W along the northerly right-of-way line of said Princes Point Road, a distance of 51± feet, more or less, to a survey pin;

Thence N 83°37'17" W along the northerly line of Paul & Doris Brilliant (Book 3201, Page 783), a distance of 115.68 feet to an angle point;

Thence S 71°17'43" W along the northerly line of said Brilliant, a distance of 141.17 feet to a survey pin;

Thence N 71°51'17" W along the northerly line of said Brilliant, a distance of 233.05 feet to a survey monument;

Thence S 35°17'03" W along the northwesterly line of said Brilliant and the northwesterly right-of-way of said Princes Point Road, a distance of 1472.51 feet to an angle point;

Thence S 60°02'00" W along the northwesterly line of land now or formerly of John & Christine Carrington (Book 10339, Page 332), a distance of 790.95 feet to a survey monument;

Thence S 16°27'07'43" W along land of said Carrington, a distance of 216.18 feet to a survey pin on the northwesterly right-of-way line of said Princes Point Road;

Thence S 51°15'04" E along the northwesterly right-of-way line of said Princes Point Road, a distance of 137.00 feet to a survey monument;

Thence in a general southwesterly direction along a 605.96 foot radius curve that is concave to the southeast, being the northwesterly right-of-way of said Princes Point Road, a distance of 73.57 feet to a survey pin;

Thence N 17°23'58" E along the southeasterly line of land now or formerly of Thomas Ericson (Book 22982, Page 217), a distance of 262.24 feet to a survey pin;

Thence S 60°02'00" W along the northwesterly line of said Ericson, a distance of 36.55 feet to an angle point;

Thence S 63°23'10" W along the northwesterly line of said Ericson, a distance of 928.12 feet to an angle point;

Thence S 86°56'20" W along the northerly line of land now or formerly of Thomas & Deanna Farrell (Book 9599, Page 279) and Dana & Odile Mayo (Book 3592, Page 24), a distance of

1351.85 feet to a survey monument;

Thence N 53°09'20" W along the northeasterly line of said Mayo and land now or formerly of Bruce & Joan Kidman (Book 16497, Page 337), a distance of 2124.94 feet to a survey monument;

Thence N 12°19'50" W along the easterly line of land now or formerly of Jeffrey & Karleen Smat (Book 12497, Page 262), Ellen H. Mulvaney Living Trust (Book 20305, Page 61), Benjamin & Kimberly Williamson (Book 27216, Page 71), Libby Lane, Jon Johnson (Book 28571, Page 192), and Michael & Sarah Davis (Book 26090, page 258), a distance of 2209.40 feet to a survey pin;

Thence N 69°16'50" W along the northeasterly line of land now or formerly of Kenneth & Jennifer Hatridge (Book 22046, Page 284) and Elizabeth Fleming (Book 23546, Page 210), a distance of 869.64 feet to a survey pin;

Thence N 23°12'50" W along the northeasterly line of land now or formerly of Dion Linkel (Book 4552, Page 185), a distance of 509.48 feet to a survey pin;

Thence N 11°32'50" W along the easterly line of land now or formerly of Brian & Barbara Repetto (Book 26120, Page 70) and Lawrence Diglio III (Book 22502, Page 101), a distance of 517.75 feet to a point;

Thence S 48°51'56" E along the southwesterly line of land now or formerly of Midcoast Regional Redevelopment Authority (Book 29754, Page 1), a distance of 1940.00 feet to a point;

Thence N 66°39'37" E along the southeasterly line of land now or formerly of Midcoast Regional Redevelopment Authority (Book 29754, Page 1), a distance of 1925.00 feet to a point;

Thence N 26°39'10" E along the southeasterly line of land now or formerly of Midcoast Regional Redevelopment Authority (Book 29754, Page 1), a distance of 450.58 feet to a point;

Thence N 13°42'16" W along the easterly line of land now or formerly of Midcoast Regional Redevelopment Authority (Book 29754, Page 1), a distance of 696.49 feet to a point;

Thence N 14°12'02" W along the easterly line of land now or formerly of Midcoast Regional Redevelopment Authority (Book 28067, Page 1), a distance of 661.53 feet to a point;

Thence N 47°31'49" E along the southeasterly line of FOST Parcel EDC-13, a distance of 446.86 feet to a point;

Thence S 45°13'02" E along the southwesterly line of FOST Parcel EDC-13, a distance of 443.26 feet to a point;

Thence N 39°35'18" E along the southeasterly line of FOST Parcel EDC-13, a distance of 69.56 feet to a point;

Thence N 84°35'18" E along the southerly line of FOST Parcel EDC-13, a distance of 102.16 feet to a point;

Thence N 21°09'12" E along the southeasterly line of FOST Parcel EDC-13, a distance of 84.60 feet to a point;

Thence N 15°25'37" W along the easterly line of FOST Parcel EDC-13, a distance of 84.48 feet to a point;

Thence N 32°34'10" E along the southeasterly line of FOST Parcel EDC-13, a distance of 518.34 feet to a point;

Thence continuing N 32°34'10" E along the southeasterly line of land now or formerly of the United States of America, a distance of 720.76 feet to a point;

Thence S 83°43'24" E along the southerly line of land now or formerly of the United States of America, a distance of 219.09 feet to a point of tangency;

Thence in a general southeasterly direction along a 1500.00 foot radius curve that is concave to the south, a distance of 632.51 feet to a point;

Thence S 59°33'48" E along the southerly line of land now or formerly of the United States of America, a distance of 32.48 feet to a survey monument;

Thence S 59°33'25" E along the southerly line of land now or formerly of the United States of America, a distance of 123.28 feet to a survey pin;

Thence in a general southerly direction along a 360.00 foot radius curve that is concave to the west, being the westerly line of said Armed Forces Reserve Center, a distance of 291.17 feet to a survey pin;

Thence S 22°31'44" W along the westerly line of said Armed Forces Reserve Center, a distance of 700.00 feet to a survey pin;

Thence S 58°52'59" E along the southwesterly line of said Armed Forces Reserve Center, a distance of 240.00 feet to a survey pin;

Thence S 22°31'44" W along the westerly line of said Armed Forces Reserve Center, a distance of 485.00 feet to a survey pin;

Thence S 22°21'54" W along the westerly line of FOST Parcel EDC-18, a distance of 769.33 feet to a point;

Thence S 61°54'10" E along the southwesterly line of said FOST Parcel EDC-18, a distance of 373.86 feet to a point;

Thence continuing S 61°54'10" E along the southwesterly line of the United States of America, a distance of 1151.85 feet to a point;

Thence in a general northeasterly direction along a non-tangent 1540.00 foot radius curve that is concave to the southeast, a distance of 762.27 feet to a point;

Thence S 61°09'38" E along the southwesterly line of said Armed Forces Reserve Center, a distance of 200.85 feet to a survey pin;

Thence N 2°07'10" E along the easterly line of said Armed Forces Reserve Center, a distance of 1599.37 feet to the Point of Beginning;

Containing 25,760,718 square feet (591.38 acres), more or less.

Excepted and reserved from said Parcel REC-7, those six certain parcels of land shown as Parcels REC-8, REC-9, REC-10, REC-12, REC-13, and REC-14 as shown on said REC-7 Plan, being more particularly bounded and described as follows:

Parcel REC-8 (Excepted)

A certain lot or parcel of land located southerly of, but not adjacent to, the Coombs Road in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-8, a 13.46 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-8 & REC-13, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA and being more particularly bounded and described as follows:

Beginning at a survey pin marking the northwesterly most corner of land now or formerly licensed to the Armed Services Reserve Center, as shown on a plan entitled "Boundary Survey of a Portion of the Brunswick Naval Air Station", dated January 22, 2008, by Morin Land Surveying (hereinafter "Morin Plan");

Thence in a general southerly direction along a non-tangent 360.00 foot radius curve that is concave to the west, a distance of 291.17 feet to a survey pin;

Thence S 88°59'34" W, a distance of 1339.32 feet to the northeasterly corner of FOST Parcel EDC-13;

Thence N 32°34'10" E along the southeasterly line of land now or formerly of the United States of America, a distance of 720.76 feet to a point;

Thence S 83°43'24" E along the southerly line of land now or formerly of the United States of America, a distance of 219.09 feet to a point of tangency;

Thence in a general southeasterly direction along a 1500.00 foot radius curve that is concave to the south, a distance of 632.51 feet to a point;

Thence S 59°33'48" E along the southerly line of land now or formerly of the United States of America, a distance of 32.48 feet to a survey monument;

Thence S 59°33'25" E along the southerly line of land now or formerly of the United States of America, a distance of 123.28 feet to the point of beginning;

Containing 13.46± acres, more or less.

Parcel REC-9 (Excepted)

A certain lot or parcel of land located southerly of, but not adjacent to, the Coombs Road in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-9, a 4.59 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-9, REC-10 & REC-12, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA and being more particularly bounded and described as follows:

Beginning at a point that is located S 62°53'57" E, a distance of 886.18 feet from the southeasterly most corner of FOST Parcel EDC-13;

Thence S 1°30'27" W, a distance of 605.36 feet to a point;

Thence S 89°32'17" E, a distance of 329.12 feet to a point;

Thence N 2°01'38" E, a distance of 600.21 feet to a point;

Thence N 88°38'10" W, a distance of 334.52 feet to the point of beginning;

Containing 4.59± acres, more or less.

Parcel REC-10 (Excepted)

A certain lot or parcel of land located southerly of, but not adjacent to, the Coombs Road in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-10, a 13.46 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-9, REC-10 & REC-13, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA and being more particularly bounded and described as follows:

Beginning at a point that is located S 61°54'10" E, a distance of 205.58 feet from the westerly most corner of FOST Parcel EDC-18;

Thence S 0°00'00" E, a distance of 1211.85 feet to a point;

Thence S 90°00'00" E, a distance of 1372.78 feet to a point;

Thence in a general northerly direction along a non-tangent 4000.00 foot radius curve that is

concave to the west, a distance of 344.52 feet to a point of reverse curvature;

Thence in a general northeasterly direction along a 1340.00 foot radius curve that is concave to the southeast, a distance of 907.84 feet to a survey pin at the southeasterly most corner of said Armed Services Reserve Center;

Thence N 61°09'38" W along the southwesterly line of said Armed Services Reserve Center, a distance of 200.85 feet to a point;

Thence in a general southwesterly direction along a non-tangent 1540.00 foot radius curve that is concave to the southeast, a distance of 762.27 feet to a point;

Thence N 61°54'10" W along the southwesterly line of said United States of America and FOST Parcel EDC-18, a distance of 1320.13 feet to the Point of Beginning;

Containing 30.08± acres, more or less.

Parcel REC-12 (Excepted)

A certain lot or parcel of land located southerly of, but not adjacent to, the Coombs Road in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-12, a 0.79 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-9, REC-10 & REC-12, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitalines, PA and being more particularly bounded and described as follows:

Beginning at a point that is located S 13°27'36" W, a distance of 943.81 feet from the southwesterly most corner of FOST Parcel EDC-18;

Thence N 90°00'00" E, a distance of 185.96 feet to a point;

Thence S 2°14'19" W, a distance of 76.57 feet to a point of tangency;

Thence in a general southwesterly direction along a 230.73 foot radius curve that is concave to the northwest, a distance of 126.73 feet to a point;

Thence N 89°52'07" W, a distance of 144.35 feet to a point;

Thence N 0°00'00" E, a distance of 195.22 feet to the Point of Beginning;

Containing 0.79± acres, more or less.

Parcel REC-13 (Excepted)

A certain lot or parcel of land located southerly of, but not adjacent to, the Coombs Road in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-13, a 2.26 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-8 & REC-13, Former Naval

Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA and being more particularly bounded and described as follows:

Beginning at a point that is located N 84°48'56" W, a distance of 416.33 feet from the westerly most corner of land now or formerly licensed to the Armed Services Reserve Center, as shown on a plan entitled "Boundary Survey of a Portion of the Brunswick Naval Air Station", dated January 22, 2008, by Morin Land Surveying (hereinafter "Morin Plan");

Thence S 22°00'21" W, a distance of 289.12 feet to a point;

Thence N 67°22'51" W, a distance of 302.26 feet to the thread of Merriconeag Brook;

Thence in a general northerly direction along the meandering thread of said Merriconeag Brook, a distance of 698± feet, more or less, to a point. Said point being located N 37°40'57" E, a distance of 290.22 feet from the terminus of the last mentioned course;

Thence S 69°38'54" E, a distance of 223.92 feet to the Point of Beginning;

Containing 2.26± acres, more or less.

Parcel REC-14 (Excepted)

A certain lot or parcel of land, with the improvements thereon, situated on the northwesterly side of the Princes Point Road, in the Town of Brunswick, County of Cumberland, State of Maine, being depicted as REC-14, a 2.37 acre parcel, on a plan entitled "Boundary Survey Plan, Parcels REC-14, Former Naval Air Station Brunswick, ME", dated September 14, 2012, by Sitelines, PA and being more particularly bounded and described as follows:

Beginning at a survey pin at the southeasterly corner of land now or formerly of John & Christine Carrington (Book 10339, Page 332);

Thence S 51°15'04" W along the northwesterly right-of-way line of said Princes Point Road, a distance of 137.00 feet to a survey monument;

Thence in a general southwesterly direction along a 605.96 foot radius curve that is concave to the southeast, being the northwesterly right-of-way of said Princes Point Road, a distance of 73.57 feet to a point;

Thence N 70°24'58" W along the southeasterly line of land now or formerly of Thomas Ericson (Book 22982, Page 217), a distance of 10.99 feet to a survey pin;

Thence N 17°23'58" E along the southeasterly line of said Ericson, a distance of 262.24 feet to a survey pin;

Thence S 60°02'00" W along the northwesterly line of said Ericson, a distance of 20.53 feet to an angle point;

Thence N 16°38'56" E, a distance of 255.41 feet to an angle point;

Thence in a general northeasterly direction along a 250.00 foot radius curve that is concave to the southeast, a distance of 239.63 feet to a point;

Thence N 71°34'04" E, a distance of 13.75 feet to an angle point;

Thence S 36°16'16" E, a distance of 237.39 feet to a point on the northwesterly line of said Carrington;

Thence S 60°02'00" W along the northwesterly line of said Carrington, a distance of 247.81 feet to a point;

Thence S 16°27'43" W along the westerly line of said Carrington, a distance of 216.18 feet to the Point of Beginning;

Containing 2.37± acres, more or less.

SOURCE OF TITLE:

1. Plan titled "Plan for Railroad Spur and Ordnance Facilities U.S. Naval Air Station, Brunswick, Maine", DPWO Dwg RE-108 Plan Book 46, Page 24.
2. Judgment of Declaration of Taking, Civil No. 981, dated 3/20/1953, United States of America vs. 483.34 acres of land, more or less, in Town of Brunswick, County of Cumberland, State of Maine, Inhabitants of the Town of Brunswick, et.al., Book 2128, Page 001.
3. Judgment of Declaration of Taking, Civil No. 4-108, dated 10/19/1955, United States of America vs. 373.65 acres of land, more or less, in Town of Brunswick, County of Cumberland, State of Maine, Milton P. Sadler, et.al., Book 2255, Page 121. (Parcels 801, 804, 805, 806B, 809, 815 & 823 on Plan RE-108).
4. Deed from Wilbur R, Purinton et.ux. (Grantor), dtd 11/05/1955, Book 2232, Page 142 (Parcel 803 on Plan RE-108).
5. Deed from Paul C. Pulsifer et.ux. (Grantor), dtd 02/08/1956, Book 2275, Page 289 (Parcel 806-A on Plan RE-108).
6. Deed from Grace Jordan et.vir. (Grantor), dtd 02/08/1956, Book 2263, Page 352 (Parcel 807 on Plan RE-108).
7. Deed from Mary C. Leo (Grantor), dtd 10/20/1955, Book 2260, Page 012 (Parcel 808 on Plan RE-108).

8. Deed from Paul DeHahn et.ux. (Grantor), dtd 03/30/1956, Book 2282, Page 006 (Parcel 811 on Plan RE-108).
9. Deed from Julien Lavigne et.ux. (Grantor), dtd 11/09/1955, Book 2262, Page 144 (Parcel 812 on Plan RE-108).
10. Deed from Gorham H. Gatchell et.ux. (Grantor), dtd 10/19/1955, Book 2260, Page 015 (Parcel 814 on Plan RE-108).
11. Deed from Beatrice Dubois et.vir. (Grantor), dtd 08/01/1956, Book 2305, Page 175 (Parcel 816 on Plan RE-108).
12. Deed from Alfred C. Chard et.ux. (Grantor), dtd 10/20/1955, Book 2260, Page 013 (Parcel 825 on Plan RE-108).
13. Deed from Allen J. Abair, et.ux. (Grantor), dtd 11/09/1956, Book 2232, Page 142 (Parcel 822 on Plan RE-108).

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

SUBJECT TO THE FOLLOWING:

A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed.

B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property;

C. Reservation of Access Easement: The Government hereby reserves for itself and any assigns, including Federal agencies for the United States of America, a perpetual and assignable easement, for ingress and egress over existing and future roadways, to access property owned by the Government and its assigns.

D. Utility Easement for Midcoast Regional Redevelopment Authority: By Bill of Sale dated 30 September 2011 the United States of America, Department of the Navy transferred and assigned all right, title and interest in the utility facilities and structures, comprised of electric, water and sewer, to the Midcoast Regional Redevelopment Authority (MRRA). Easement rights to the Property for the utility facilities and structures, comprised of electric, water and sewer, were granted to MRRA pursuant to the Agreement Granting Reciprocal Easements for

Ingress and Egress, General Access and Utility Service dated March 28, 2011, between Midcoast Regional Redevelopment Authority (MRRA) and the United States of America regarding the Naval Air Station, Brunswick, Navy Contract No. N47692-11-RP-11X01, recorded in the Cumberland County Registry of Deeds as Document 16298, at Book 28607, Pages 205-238.

E: Utility Easement for PPV Housing: A Utility Easement dated September 30, 2011, Navy Contract No. N47692-11-RP-11Q11, granting access to and use of the streets, roads, and easements for electric, telephone, gas, water and sewer and other facilities affecting the Property has been granted by United States of America, Department of the Navy, to the Affordable Mid Coast Housing, LLC (Lessee) which easement terminates on either October 31, 2054 or the earlier termination of the lease described in the memorandum of lease recorded in Cumberland County Registry of Deeds in Book 28222, Page 303.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Property Act, as amended, and applicable rules regulations and orders promulgated thereunder, and authority given to the Secretary of Defense (SECDEF), in accordance with Public Law 101-510, the Defense Base Closure and Realignment Act of 1990, 10 U.S.C. §2687, as amended, and delegation of the authority by SECDEF to the Secretary of the Navy, and subsequent delegations of the authority to the Director, Base Realignment and Closure Program Management Office, the Department of Navy determined the property to be surplus to the needs of the United States of America and contingent on its issuance of a Finding of Suitability to Transfer (FOST) dated August 28, 2012 assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1.0 That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 102-75.680 and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated November 21, 2007, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2.0 The Grantee shall, within six months of the date of this Deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3.0 The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4.0 Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5.0 Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property and other properties conveyed to the Grantee by the Grantor for public park or public recreational purposes in accordance with 41 CFR 101-47.308-7(n). After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

6.0 The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at any time to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

7.0 The Grantee further covenants and agrees, for itself, its successors and assigns, to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), and Executive Order 11990 (May 24, 1977) for Protection of Wetlands, and Executive Order 11988 (May 24, 1977) for Floodplain Management, where and to the extent said Amendments and Orders are applicable to the property herein conveyed, and Grantee shall be subject to any use restrictions issued under said Amendments and Orders.

8.0 The Grantee further covenants and agrees for itself, its successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394), and Public Law 101-336, the Americans With Disabilities Act of 1990 (104 Stat. 337), that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

9.0 As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the non-discrimination regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee its successors and assigns, will: (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successors; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

10.0 ENVIRONMENTAL CONSIDERATIONS

10.1 Inclusion Of Provisions: The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, transfers, leases, or grant of any interest, privilege, or license.

10.2 No Liability For Non-U.S Navy Contamination

Neither the Grantor nor U.S. Navy shall incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the property is transferred, or other non-U.S. Navy entities, is identified as the party responsible for contamination of the property.

10.3 Notice of Environmental Condition: Information concerning the environmental condition of the Property is contained in documents known as the Finding of Suitability to Transfer (FOST) 2012-3 dated August 28, 2012, which is incorporated herein by reference, and the receipt of which is hereby acknowledged by the Grantee. An Environmental Condition of Property (ECP) report and other environmental documents are referenced in the FOST; the FOST, ECP and referenced environmental documents describe environmental conditions on the Property.

10.4 CERCLA Covenant: Pursuant to §120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i)), the United

States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this Deed shall be conducted by the United States.

10.5 Reservation of Access as Required by 42 U.S.C. §9620(h)(4)(D)(ii): The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successor and assigns, for the exercise of the easement and right of access hereby retained by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause; provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

10.6 Federal Facility Agreement: The former Naval Air Station Brunswick (Main Base) has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. This Deed, as it currently exists or may be amended, shall not affect the rights and obligations of parties under the Federal Facility Agreement ([FFA] DoN, USEPA, State of Maine, 1990). The FFA Section VIII requires that the Navy ensure that any transactions involving interest or right in real property do not impede or impair activities or response actions taken pursuant to the FFA. Therefore, the Navy has provided and the Grantee will acknowledge it has received a copy of the FFA through execution of the deed.

10.7 Access to Property by State of Maine: Pursuant to Maine law (Maine Revised Statutes Title 38 [38 M.R.S. Chapter 3, §548; 38 M.R.S. Chapter 13 §1318-B; and 38 M.R.S Chapter 13 §1361 et seq]), Grantee agrees on behalf of itself, its successors and assigns as a covenant running with the land, that the State of Maine, or its officers, agents, employees, contractors and subcontractors (the "State"), shall have the right to enter upon the Property to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment or containment facilities if corrective or remedial action is found by the State to be necessary or advisable after the date of transfer and that Grantee shall allow the State to enter upon the Property for such purposes following reasonable notice. The State agrees to use reasonable means to avoid or minimize interference with Grantee's or Grantee's successors' and assigns' quiet enjoyment of the Property so as not to unreasonably interfere with Grantee's and the Grantee's successors' and assigns' operations on the Property. Grantee and all successive owners of the Property or any portion thereof, and their assigns, are hereby bound by such covenants for the benefit of the State as the covenantees.

10.8 Groundwater Use Restriction: The Grantee, its successors, and assigns agree that no groundwater extraction/production supply wells shall be installed or permitted, and that no access to groundwater for dewatering or other purposes shall be permitted on the Property without the prior written approval of the Navy and the applicable federal and state regulatory agencies, as appropriate.

10.9 Discovery of Previously Unknown Contamination: The Grantee, its successors and assigns, or their subcontractors, shall stop all work and notify the Navy immediately if previously unknown contamination, such as, but without limitation, buried debris, stained soil, unusual odors, is discovered during soil disturbing activity such as soil excavation, drilling, digging or other ground-disturbing activities, including disturbance of building slabs, roads and other structures and paved areas.

10.10 Presence of Asbestos: The Grantee, its successors, and assigns, covenant and agree that they will comply with all federal, state and local laws relating to Asbestos Containing Materials (ACM) in their use of any buildings and structures included in this transfer (including demolition and disposal of underground utilities or fuel pipelines that may contain ACM wrapping). The Grantor assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands or expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with ACM from buildings, structures, and underground utilities and fuel pipelines included in this transfer. Due to the potential presence of undiscovered ACM associated with underground utilities and fuel pipelines, including the abandoned-in-place Casco Bay aviation fuel pipeline which has a fire-resistant asbestos wrapping, any subsurface work performed by the Grantee must be conducted in accordance with applicable regulations and conducted by trained, properly-equipped personnel. Buildings included in this transfer will be transferred "as is" and asbestos hazards in said buildings will become the responsibility of the Grantee. An Asbestos Hazard Disclosure

and Acknowledgment Form is attached hereto as Exhibit A and by reference made a part of this Deed.

10.11 Presence of Lead-Based Paint: The Grantee, its successors, and assigns agree that they will comply with all federal, state, and local laws relating to Lead-Based Paint (LBP) in their use of any buildings and structures on the Property (including demolition and disposal of existing improvements). The Grantor assumes no new or further liability as a result of this transfer than it would otherwise have for losses, judgments, claims, demands, expenses, or damages of whatever nature or kind from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP from buildings or structures on the Property. Buildings will be transferred "as is" and LBP hazards in said buildings will become the responsibility of the Grantee. A Lead-based Paint Hazard Disclosure and Acknowledgment Form is attached hereto as Exhibit B and by reference made a part of this Deed.

10.12 Presence of Polychlorinated Biphenyls in Building Materials: The Grantee acknowledges that buildings constructed or renovated between 1950 and 1978 have the potential to have PCBs contained within caulking, and the PCBs can migrate from the caulk into air, dust and surrounding material, such as wood, bricks and soil. Such materials must be handled, managed and disposed of properly during maintenance and/or renovations by the Grantee.

10.13 Groundwater Monitoring Wells: The Grantor, its successors and assigns reserves for itself an easement for all existing and future groundwater monitoring wells located within the Property for (a) the periodic sampling of existing groundwater monitoring wells to satisfy the requirements of the Navy Installation Restoration (IR) and Petroleum Programs and (b) the maintenance or abandonment of all existing or future monitoring wells. Existing groundwater monitoring wells are more fully described in the FOST, Figure B-4 and Table B-7, at Exhibit C, attached hereto and made a part hereof. The Grantor, its successors and assigns shall further have the right, in common with all others entitled thereto, to pass and repass on streets, roadways, and passageways as may exist and as reasonably necessary to install new wells and perform periodic sampling and required maintenance of the existing and any future groundwater monitoring wells on the Property. The Grantee, its successors, and assigns shall be able to use the Property in any manner that does not relocate or otherwise interfere with the integrity, maintenance or continued usefulness of the monitoring wells, or any part or portion thereof without the prior written consent of the Grantor. This restriction will be required for as long as the wells are needed to meet the requirements of the Navy IR and Petroleum Programs. If wells become damaged, they will be replaced by the Navy and the cost will be borne by the Grantee or its successors and assigns.

10.14 Other Land Use Controls: The Grantee, its successors, and assigns agree that they will comply with provisions for all existing or future Land Use Controls established for sites as part of CERCLA Records of Decision and Remedial Design documents, or Petroleum Program decision documents.

11.0 HISTORICAL RESOURCES

Programmatic Agreement (PA) Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine and Topsham Annex, Topsham, Maine, executed by both parties September, 2010, is attached as Exhibit D and is incorporated in its entirety.

11.1 Covenant re: Archeological Matters As more fully described in the Programmatic Agreement, Exhibit D, areas within NAS Brunswick ME have been identified and are referred to within, collectively, as Archeological Sites. GRANTEE, its successors, and its assigns hereby covenant at all times to the Maine State Historic Preservation Officer ("ME SHPO") to maintain and preserve the Archeological Site.

11.2. Covenant re: Historic Preservation: As more fully described in the Programmatic Agreement, Exhibit D, NAS Brunswick has been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). Grantee, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

12.0 NAVIGABLE AIRSPACE:

Covenant regarding FAA Construction: Grantee, its successors and assigns covenants that all construction, alterations, or improvements on the Property, of whatever type or nature, shall, to extent (if any) required by law, fulfill the requirements of the Federal Aviation Administration for compliance with the regulations set forth in 14 CFR Part 77, entitled "Objects Affecting Navigable Airspace", and issued under the authority of the Federal Aviation Act of 1958, as amended.

13.0 CONDITION OF THE PROPERTY:

13.1 Grantee by its acceptance hereof certifies that it has inspected, is aware of and accepts the condition and state of repair of the property. It is understood and agreed that the property is conveyed "as is" and "where is" without any representation, warranty or guarantee of any kind or nature, express or implied, including, without limitation, any representation, warranty or guarantee as to quantity, quality, character, condition, size or kind, or that the same is in any particular condition, or fit to be used for any particular purpose.

13.2 Grantee acknowledges that Grantor has made no representation or warranty of any kind concerning the condition or state or repair of the property which has not been fully set out in the deed, and no claim for allowance or deduction upon such grounds will be considered. There is no obligation on the part of the Grantor or the United States of America, to make any alterations, repairs, or additions.

13.3 The Grantor and the United States of America, shall not be liable for any latent or patent defects to or on the hereinabove described real estate (including all improvements located thereon).

13.4 The Grantee acknowledges that the Grantor has made no representation or warranty concerning the condition or state of repair of the tract of real estate described herein (including all improvements located thereon) nor any agreement or promise to alter, improve, adapt, or repair any portion of the referenced real estate.

13.5 The Grantee shall perform annual inspections of the property to ensure compliance with all established land use controls, and to submit to the U.S. Navy an annual written certification in accordance with Exhibit C.

14.0 COVENANT AGAINST DISCRIMINATION: The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

16.0 RIGHT OF REVERSION: In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

This deed is executed and delivered to the said Town of Brunswick, Maine, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 25 day of July, 2014.

UNITED STATES OF AMERICA

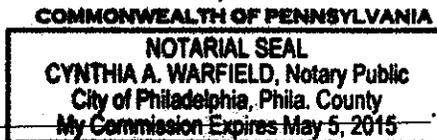
By: *Michael A. Caldwell*
Michael A. Caldwell
Regional Director
Northeast Region
National Park Service

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that Michael A. Caldwell, Regional Director of the National Park Service, Northeast Region, whose name is signed to the foregoing, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 25th day of July, 2014.

Cynthia A. Warfield
Notary Public



My commission expires: _____

This deed was prepared by the National Park Service, Northeast Region, 15 State Street, Boston, Massachusetts 02109.

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the Town of Brunswick shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

Town of Brunswick, Maine

By: _____
John Eldridge
Interim Town Manager

STATE OF MAINE)
)ss
County of CUMBERLAND)

On this _____ day of _____, 2014, before me, the subscriber, personally appeared John Eldridge, to me known, and known to me to be the individual described herein and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same on behalf of the Town of Brunswick.

NOTARY PUBLIC

My Commission expires:

INDEX OF EXHIBITS ATTACHED

- Exhibit A Asbestos-Containing Materials Hazard Disclosure and Acknowledgment Form
- Exhibit B Lead-Based Paint Hazard Disclosure and Acknowledgement Form
- Exhibit C Existing Groundwater Monitoring Wells (FOST Figure B-4 and Table B-7)
- Exhibit D Programmatic Agreement (PA) Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine and Topsham Annex, Topsham, Maine
- Exhibit E Annual Land Use Control (LUC) Compliance Certification Naval Air Station Brunswick, Maine Town of Brunswick – Parcel REC-7

Exhibit A

**ASBESTOS-CONTAINING MATERIALS
HAZARD DISCLOSURE AND ACKNOWLEDGMENT FORM**

**ASBESTOS-CONTAINING MATERIALS
HAZARD DISCLOSURE AND ACKNOWLEDGMENT FORM**

ASBESTOS WARNING STATEMENT

YOU ARE ADVISED THAT CERTAIN BUILDINGS AND UNDERGROUND UTILITIES AT THE FORMER NAVAL AIR STATION BRUNSWICK POTENTIALLY CONTAIN ASBESTOS-CONTAINING MATERIALS. INDIVIDUALS (WORKERS) MAY SUFFER ADVERSE HEALTH EFFECTS AS A RESULT OF INHALATION EXPOSURE TO ASBESTOS. THESE ADVERSE HEALTH EFFECTS INCLUDE ASBESTOSIS (PULMONARY FIBROSIS) AND MESOTHELIOMAS (BENIGN OR MALIGNANT TUMORS).

ACKNOWLEDGMENT

I acknowledge that:

- (1) I have read and understand the above-stated Asbestos Warning Statement.
- (2) I have received from the Government the following document(s): *Finding of Suitability to Transfer, FOST 2012-3, Parcel REC-7 (Approximately 594 Acres), Former Naval Air Station Brunswick, Brunswick, Maine* (Department of Navy [DoN] Base Realignment and Closure [BRAC] Program Management Office [PMO] Northeast, 2012); *Final (Revision 2) Environmental Condition of Property Report for the Naval Air Station, Brunswick, Maine* (DoN BRAC PMO Northeast, 2006); and *Lead and Asbestos Containing Building Materials Summaries for the buildings in the parcel* (Sanders, 2011), representing the best information available to the Government as to the presence of and condition of asbestos-containing-materials hazards in the buildings and underground utilities and fuel pipelines covered by this transfer deed.
- (3) I understand that my failure to inspect or to become fully informed of the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender.
- (4) I understand that, upon execution of this deed transfer, I shall assume full responsibility for preventing future asbestos exposure by properly managing and maintaining or, as required by applicable federal, State, or local laws or regulations, for abating any asbestos hazard in buildings and structures, underground utilities, or fuel pipelines that may pose a risk to human health.

GRANTEE

TOWN OF BRUNSWICK

Date

Exhibit B

**LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT FORM**

**LEAD-BASED PAINT HAZARD
DISCLOSURE AND ACKNOWLEDGMENT FORM**

LEAD WARNING STATEMENT

YOU ARE ADVISED THAT STRUCTURES CONSTRUCTED PRIOR TO 1978 MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE. YOU ARE FURTHER ADVISED THAT LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. WORKERS MAY ALSO SUFFER ADVERSE HEALTH EFFECTS FROM LEAD DUST AND FUME EXPOSURE.

ACKNOWLEDGMENT

I acknowledge that:

- (1) I have read and understand the above stated Lead Warning Statement;
- (2) I have received from the Federal Government the following document(s): *Finding of Suitability to Transfer, FOST 2012-3, Parcel REC-7 (Approximately 594 Acres), Former Naval Air Station Brunswick, Brunswick, Maine* (Department of Navy [DoN] Base Realignment and Closure [BRAC] Program Management Office [PMO] Northeast, 2012), *Final (Revision 2) Environmental Condition of Property Report for the Naval Air Station, Brunswick, Maine* (DoN BRAC PMO Northeast, 2006), and *Lead and Asbestos Containing Building Materials Summaries* for the buildings in the parcel (Sanders, 2011), representing the best information available to the Government as to the presence of Lead-Based Paint and Lead-Based Paint hazards for the buildings covered by this transfer;
- (3) I understand that my failure to inspect, or to become fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of any bid or offer made after its opening or tender; and
- (4) I understand that upon execution of this deed transfer, I shall assume full responsibility for preventing future lead exposure by properly managing and maintaining or, as required by applicable Federal, state, or local laws or regulations, for abating any lead-based paint hazard in buildings and structures that may pose a risk to human health.

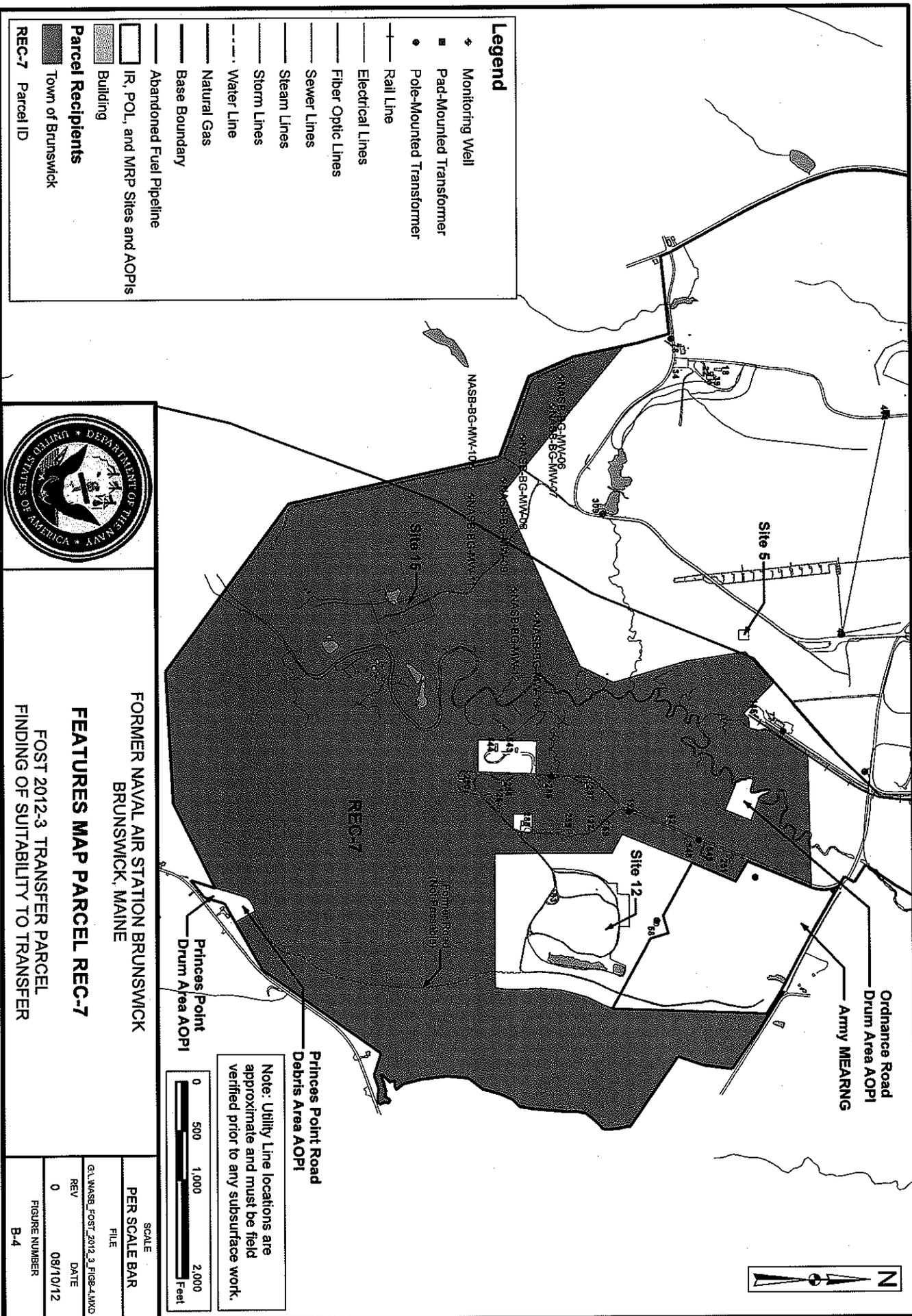
GRANTEE

Town of Brunswick

Date

Exhibit C

**Existing Groundwater Monitoring Wells
(FOST Figure B-4 and Table B-7)**



Legend

- ◆ Monitoring Well
 - Pad-Mounted Transformer
 - Pole-Mounted Transformer
 - Rail Line
 - Electrical Lines
 - Fiber Optic Lines
 - Sewer Lines
 - Steam Lines
 - Storm Lines
 - Water Line
 - Natural Gas
 - Base Boundary
 - Abandoned Fuel Pipeline
 - IR, POL, and MRP Sites and AOPIS
 - ▨ Building
- Parcel Recipients**
- Town of Brunswick
 - REC-7 Parcel ID



FORMER NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

FEATURES MAP PARCEL REC-7
FOST 2012-3 TRANSFER PARCEL
FINDING OF SUITABILITY TO TRANSFER

Note: Utility Line locations are approximate and must be field verified prior to any subsurface work.



SCALE
PER SCALE BAR

FILE	G:\NASB_FOST_2012_3_FIG4-MXD
DATE	08/10/12
REV	0
FIGURE NUMBER	B-4

**TABLE B-7
MONITORING WELL LOCATIONS
FOST 2012-3 TRANSFER PARCEL REC-7
FORMER NAVAL AIR STATION BRUNSWICK, MAINE**

Transfer Parcel	Well Identification (1)	Shown on FOST Figure	Easting (2)	Northing (2)	Location
REC-7	NASB-BG-MW-06	Figure B-4	3011723.664	378294.6495	Northwest side of parcel.
REC-7	NASB-BG-MW-07	Figure B-4	3012012.883	378201.0444	Northwest side of parcel.
REC-7	NASB-BG-MW-08	Figure B-4	3012332.536	377895.7509	Northwest side of parcel.
REC-7	NASB-BG-MW-09	Figure B-4	3012764.707	377694.9771	Northwest side of parcel.
REC-7	NASB-BG-MW-10	Figure B-4	3012629.923	377368.6378	Northwest side of parcel.
REC-7	NASB-BG-MW-11	Figure B-4	3012924.481	377356.2049	Northwest side of parcel.
REC-7	NASB-BG-MW-12	Figure B-4	3013882.153	377797.486	Northwest side of parcel.
REC-7	NASB-BG-MW-13	Figure B-4	3014135.132	378021.1621	Northwest side of parcel.

Notes:

- (1) Wells as identified in Tetra Tech's database. Presence and condition of wells has not been field verified.
- (2) Coordinate System is North American Datum, 1983, State Plane Coordinate System, Maine West (Feet)

Exhibit D

Programmatic Agreement (PA)

Between the United States Navy and the Maine State Historic Preservation Officer (SHPO) on
the Lease and Property Transfer of Properties Located at Naval Air Station Brunswick, Maine
and Topsham Annex, Topsham, Maine

PROGRAMMATIC AGREEMENT (PA)

BETWEEN THE UNITED STATES NAVY AND THE MAINE STATE HISTORIC PRESERVATION OFFICER (SHPO) ON THE LEASE AND PROPERTY TRANSFER OF PROPERTIES LOCATED AT NAVAL AIR STATION BRUNSWICK, MAINE AND TOPSHAM ANNEX, TOPSHAM, MAINE

WHEREAS, the United States Navy (Navy) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101-510), as amended in 2005, and the Navy is proceeding with the closure and disposal of excess and surplus property in a manner consistent with the "2005 Report to the President of Defense Base Closure and Realignment Commission," dated 8 September 2005; and

WHEREAS, the Navy has determined that the disposal of Naval Air Station (NAS) Brunswick and the McKeen Street Housing Annex, East Brunswick Radio Transmitter Site, and Topsham Annex in a manner consistent with the NAS Brunswick & Topsham Reuse Master Plans may have an effect upon historic properties, which may be eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the Navy has consulted with the Maine State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has consulted with the Passamaquoddy (Indian Township and Pleasant Point Reservations), the Aroostook Band of the Micmac, the Penobscot, and the Houlton Band of the Maliseet tribes, to identify if they have religious or cultural interest in the Area of Potential Effects (APE) and,

WHEREAS, the Navy has consulted with the Pejepscot Historical Society, and the towns of Brunswick and Topsham pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and invited comment from the ACHP and after consultation ACHP has elected not to be a signatory to this PA; and

WHEREAS, the Navy is providing the Federal Aviation Administration, the United States Coast Guard, the United States Army and other potential property recipients the opportunity to acquire properties at NAS Brunswick to support their reuse plans; and

WHEREAS, the Navy has prepared detailed evaluations of eligibility of the buildings and structures pursuant to the National Register of Historic Places (NRHP) at NAS Brunswick and

Topsham Annex in the documents titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010; and "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010; and

WHEREAS, the Navy has previously identified five Ammunition magazines as eligible for inclusion in the NRHP. Navy's current survey efforts documented an additional 76 architectural resources falling within the period of significance of NAS Brunswick and its associated five remote annexes (WW II and Cold War). 15 of the newly evaluated resources are eligible for listing in the NRHP under the Program Comment for WW II and Cold War Era (1939-1974) Ammunition Storage Facilities (2006) for a total of 20; and,

WHEREAS, the remaining 61 architectural resources within NAS Brunswick have been determined, in consultation with the SHPO to be not eligible for inclusion in the NRHP; and,

WHEREAS, The Navy has conducted comprehensive survey of the Military Triangle of Topsham Annex and has determined, in consultation with the SHPO, that Facility 333 is individually eligible for inclusion in the NRHP; and,

WHEREAS, the Navy has conducted a comprehensive archaeological identification survey on NAS Brunswick, the findings of which are contained in "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated February 2010, and "Modification 01: Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated June 30 2010; and

WHEREAS, the Navy's Archaeological survey efforts have been completed, the Navy has, in consultation with the SHPO determined that the 706 acres surveyed represent a completed survey; and

WHEREAS, the Navy's survey efforts resulted in the recordation of 35 archaeological sites, 27 of which are recommended for evaluative testing pursuant to Maine State Archaeological guidelines.

NOW, THEREFORE, the Navy and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account effect of the undertaking on the historic properties, and evidences compliance with Section 106 of the NHPA in accordance with 36 CFR 800.6(c) and 36 CFR 800.14.

I. STIPULATIONS

NAS BRUNSWICK, BRUNSWICK, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010, and "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick Maine" dated August 2010.

1. The Maine SHPO has reviewed the "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" received on 14 June 2010 to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.
2. The Maine SHPO has reviewed the "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick, Maine" dated August 2010 (received on 14 June 2010) to continue consultation pursuant to Section 106 Of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for archaeological survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.

B. Due to the potential adverse effect to NAS Brunswick on identified archaeological sites or historic resources from the disposal and reuse of these properties, property recipients shall be required to contact the SHPO prior to any development that may affect these sites. In order to ensure the further protection of the historic properties, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/or deed of transfer by the Navy on which any archaeological sites or historic resources are located. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figures 1 and 2)

TOPSHAM ANNEX, TOPSHAM, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010.

1. The Maine SHPO has reviewed the "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine", May 2010, to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at Topsham Annex.

2. In consultation with SHPO, it has been determined that no additional archaeological investigations are warranted for Topsham Annex.

- B. Due to the potential adverse effects to the eligible historic property located at Topsham Annex, (Building 333), property recipients shall be required to contact the SHPO prior to any development that may affect this site. In order to ensure long-term preservation of the property's historic significance, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/ or deed of transfer by the Navy. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figure 3)

II. RESOLVING OBJECTIONS

A. Should any party object to any action or recommendation pertaining to the implementation of this PA the parties shall consult for no more than fifteen (15) calendar days to resolve the objection. If the Navy determines that the objection cannot be resolved, the Navy shall forward all documentation relevant to the objection to the SHPO including the Navy's proposed resolution of the objection. Within thirty (30) calendar days following receipt of all pertinent documentation, the SHPO shall exercise one of the following options:

- i. Advise the Navy the SHPO concurs in its proposed resolution of the objection, whereupon the Navy shall resolve the objection accordingly; or
- ii. Provide the Navy with recommendations, which the Navy shall take into account in reaching a final decision regarding its proposed resolution of the objection; or
- iii. Notify the Navy it will comment pursuant to 36 CFR § 800.6(b), and proceed to comment. The resulting comment shall be taken into account by the Navy in accordance with 36 CFR § 800.6(c)(2).

B. Should the SHPO not exercise one of the foregoing options within thirty (30) calendar days following receipt of all pertinent documentation, the Navy may assume the SHPO concurrence in its proposed resolution of the objection.

C. The Navy shall take into account any SHPO recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the Navy's responsibility to carry out all actions under this PA that are not the subject of the objection shall remain unchanged.

D. At any time during implementation of the measures stipulated in this PA should an objection to any measure within this PA or its manner of implementation be raised by a

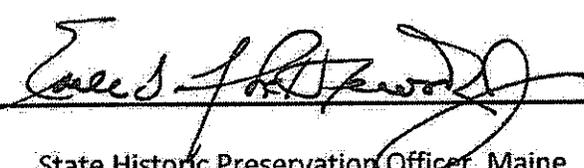
member of the public, the Navy shall consider the objection and consult as needed with the objecting party, the SHPO, and other parties to this PA.

III. AMENDMENTS AND NON-COMPLIANCE

- A. If either of the parties to this PA believes the terms of the PA cannot be carried out or the PA should be amended, that party shall immediately consult with the other party to develop amendments to the PA. The process of amending the PA shall be the same as that used in creating the original PA. If the parties cannot agree upon an amendment, the disagreement shall be addressed pursuant to Stipulation IV.
- B. If the terms of this PA are not carried out, the Navy shall immediately notify the SHPO and shall consult to determine if amendments are necessary. If the terms of this PA are not carried out, the Navy shall not take or sanction any action which would cause an adverse effect to the historic property or any action that would foreclose the SHPO consideration of modifications or alternatives to the Undertaking.
- C. Execution of this PA by the Navy and the SHPO, and implementation of its terms, evidence that the Navy has afforded the Maine SHPO an opportunity to comment on the effect of this Undertaking and its effects on the historic properties.

IV. SIGNATURES

 9-27-10
BRAC PMO NE DATE

 9/23/10
State Historic Preservation Officer, Maine DATE

Attachment A

TO BE INCLUDED IN ALL NAS BRUNSWICK LEASES IN FURTHERANCE OF CONVEYANCE AND DEEDS WHERE ARCHAEOLOGICAL SITES ARE LOCATED:

Covenant re: Archeological Matters: As more fully described in the document attached to this Quitclaim Deed and incorporated herein as Exhibit A, areas within NAS Brunswick ME have been identified and are referred to within, collectively, as Archeological Sites. GRANTEE, its successors, and its assigns hereby covenant at all times to the Maine State Historic Preservation Officer ("ME SHPO") to maintain and preserve the Archeological Site as follows:

1. No disturbance of the ground surface or any other thing shall be undertaken or permitted to be undertaken on the Archeological Sites that would affect the physical integrity of the Archeological Site without first obtaining the prior written permission of the ME SHPO (signed by a fully authorized representative thereof). Should the ME SHPO require, as a condition to granting of such permission, that GRANTEE conduct a Phase II survey, archeological data recovery operations or other activities designed to mitigate the adverse effect of the proposed activity on the Archeological Site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as ME SHPO may specify (including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains).
2. GRANTEE shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing the Archeological Site and shall promptly report any such disturbance to the ME SHPO.
3. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance notice to GRANTEE, an annual inspection of the Archeological Sites in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.
4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60

days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, return of any Archeological artifacts removed, require, if appropriate, the restoration of the Archeological Site or to seek any other remedy available at law or equity.

5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

TO BE INCLUDED IN ALL NAS BRUNSWICK AND TOPSHAM ANNEX LEASES IN FURTHERANCE OF CONVEYANCE AND DEEDS WHERE HISTORIC RESOURCES ARE LOCATED:

Covenant re: Historic Preservation: NAS Brunswick and Topsham Annex have been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

1. All parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as described below in the document attached

to this Quitclaim Deed and incorporated herein as Exhibit A, will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken within NAS Brunswick and Topsham Annex that would materially affect the integrity or the appearance of the attributes described above without prior approval by the ME SHPO and a record of such.

2. To ensure that the long-term preservation of the property's historic significance will be preserved, all parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as identified in Exhibit A, will be maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action that would materially affect the integrity or the appearance of the attributes described above of that property situated within NAS Brunswick ME and Topsham Annex ME shall take place without prior notice to and consultation with the ME SHPO in accordance with paragraphs 2.A through 2.C below. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the integrity or appearance of the property situated within NAS Brunswick ME and Topsham Annex ME.

- A. Within thirty (30) calendar days of the ME SHPO's receipt of notification provided by GRANTEE pursuant to the foregoing provisions of this paragraph 2, the ME SHPO will respond to GRANTEE in writing as follows:

- (i) that GRANTEE may proceed with the proposed undertaking without further consultation; or

- (ii) that GRANTEE must initiate and complete consultation with the ME SHPO before GRANTEE may proceed with the proposed undertaking.

- B. If the ME SHPO fails to respond to GRANTEE's written notice, as described in the above paragraph 2.A, within thirty (30) calendar days of the ME SHPO's receipt of the same, GRANTEE may proceed with the proposed undertaking without further consultation with the ME SHPO.

C. If the response provided to GRANTEE by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE.

3. Upon acquisition of NAS Brunswick ME and Topsham Annex ME, GRANTEE shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

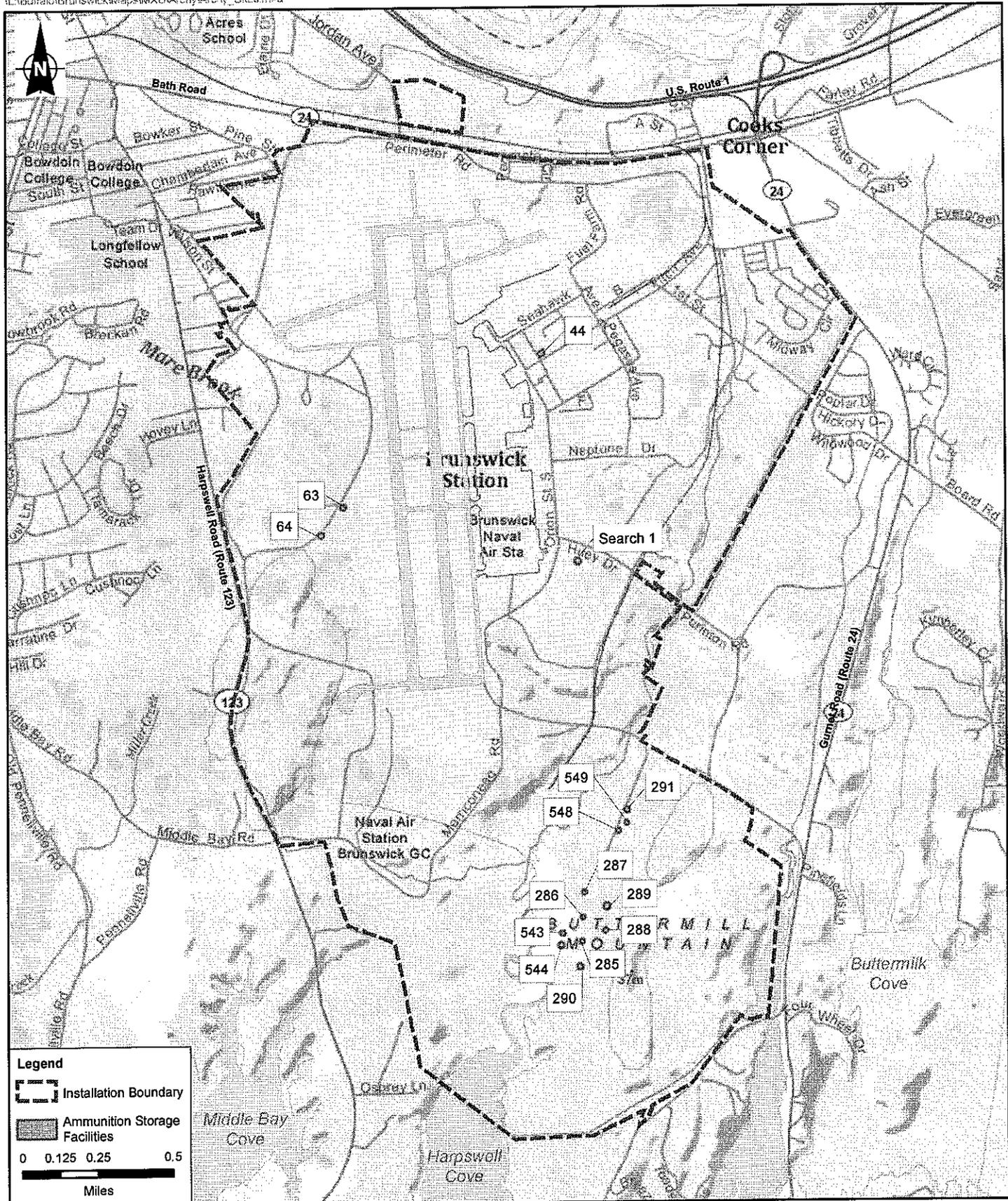
5. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.

6. GRANTEE will provide the ME SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of NAS Brunswick ME and Topsham Annex ME. Similar reports will be submitted to the ME SHPO biannually thereafter until the Navy has disposed the excess portions of the NAS Brunswick ME and Topsham Annex ME properties.

7. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, GOVERNMENT, or (upon 60 days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, require the restoration of the Archeological Site or to seek any other remedy available at law or equity.

8. The failure of GOVERNMENT or the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

9. This covenant is binding on GRANTEE, its heirs, successors and assigns in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by GRANTEE, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests himself/herself/itself of either the fee simple title or any lesser estate in NAS Brunswick ME and Topsham Annex ME or any part thereof.



Note: An additional five ammunition magazines (59, 60, 62, 71, and 626) (not shown) were not documented as part of the 2010 Historic Architecture Comprehensive Survey Update, but are eligible for listing in the NRHP under the 2006 Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities.

Figure 1
Historic Resources
NAS Brunswick, Maine

Source: Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, Maine SEARCH, May 2010.
 ESRI World Topographic Map: USGS, FAO, NPS, EPA, NRCAN, GeoBase, ESRI, DeLorme, TANA, AND, other suppliers.

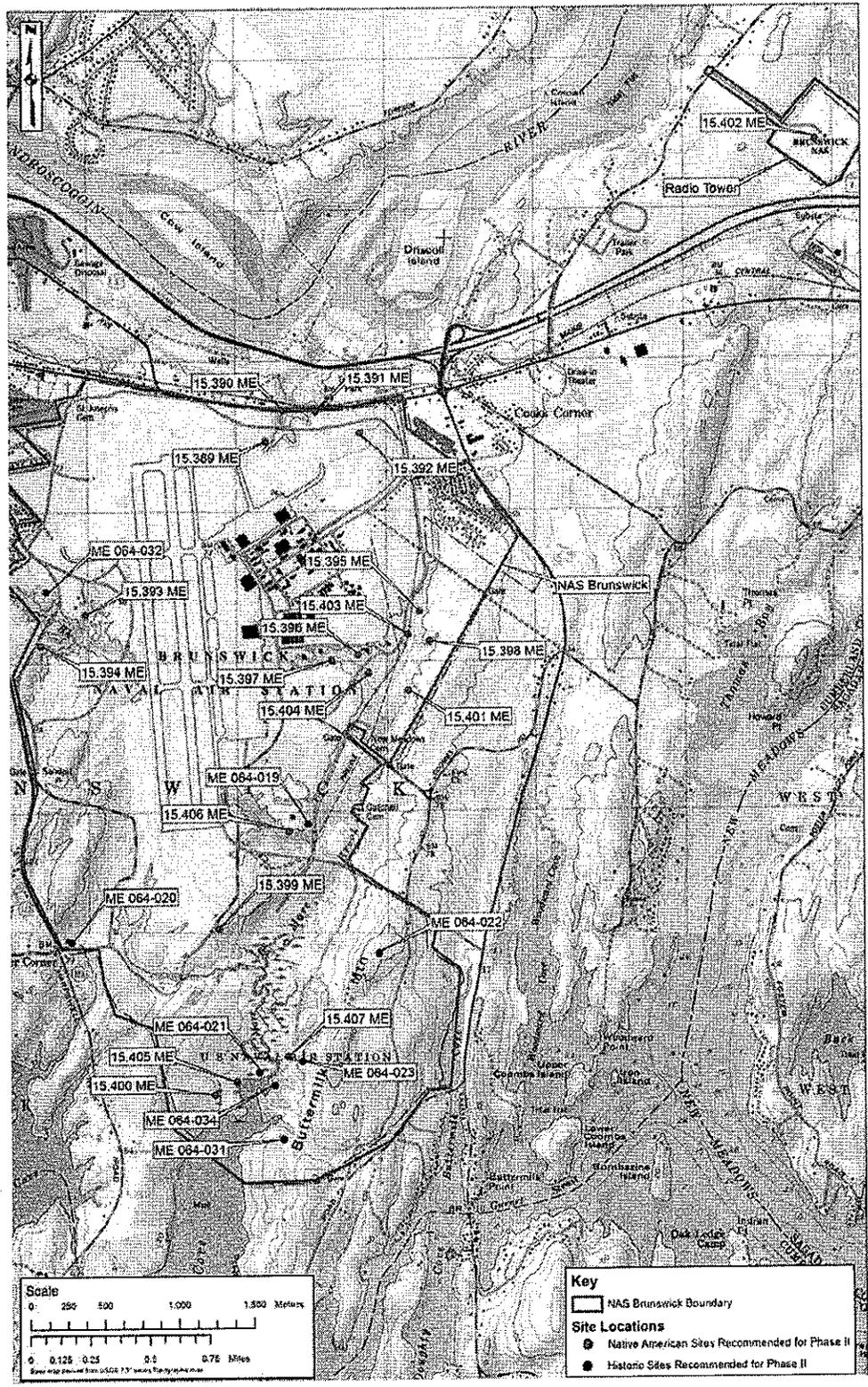


Figure 2
Sites Requiring Phase II
Testing & Analysis

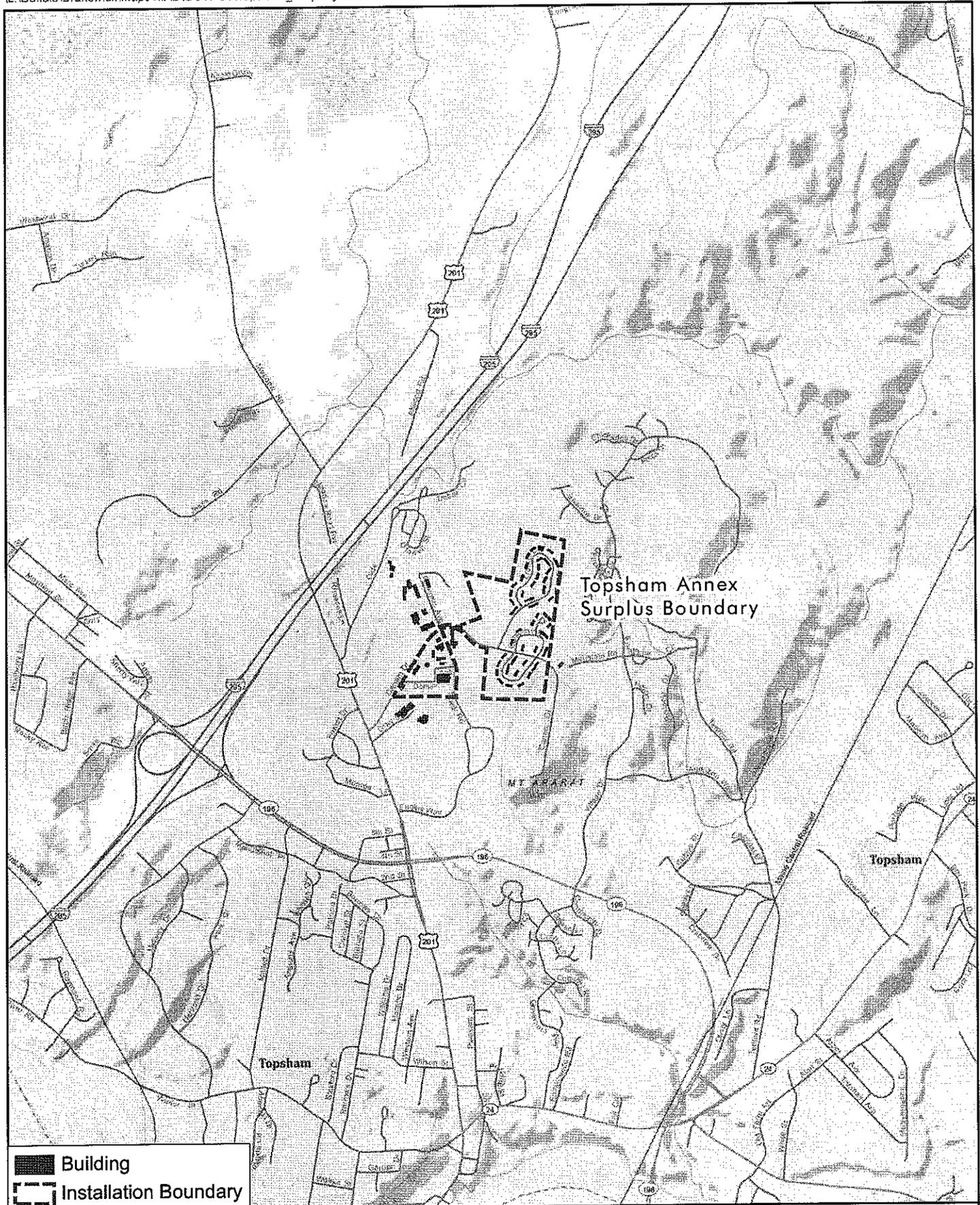


Figure 3
Topsham Annex Project Area
NAS Brunswick, Maine

Exhibit E

Annual Land Use Control (LUC) Compliance Certification
Naval Air Station Brunswick, Maine
Town of Brunswick – Parcels REC-7

Annual Land Use Control (LUC) Compliance Certification
Naval Air Station Brunswick, Maine
Town of Brunswick – Parcel REC-7

Property Owner: Town of Brunswick
20XX through May 31, 20XX

Evaluation Period: From June 1,

I, the undersigned, hereby certify that I am an authorized representative of the Town of Brunswick and that for the parcel identified as REC-7 the land use controls have been complied with for the period noted. Specific certifications shall be acknowledged below and any known deficiencies and completed or planned actions to address such deficiencies shall be described below.

Specific Certifications and Comments (Circle Y or N)

1. Y/N Used Groundwater for any purpose
2. Y/N Installed groundwater wells of any kind
3. Y/N Notified Navy, Maine DEP or USEPA of any environmental issue
4. Y/N Performed soil disturbance activity requiring MMP required actions
5. Y/N Received any Environmental Notice of violation or non-compliance
6. Y/N Notified Maine SHPO and US Navy of disturbance of archaeological or historical areas and buildings
in accordance with Programmatic Agreement

NOTE: If you answered yes to any of these certifications, please provide written discussion of the circumstances, persons/agencies contacted, and how impacted land use controls were addressed to insure compliance with the deed.

Signature: _____

Date: _____

Name: _____

Title: _____

Telephone Number: _____

Mail original form to the Department of the Navy at: Director, BRAC Program Management Office Northeast, Attn: Mr. Paul Burgio, BRAC Environmental Coordinator, 4911 South Broad Street, Philadelphia, PA 19112

ITEM 112

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 9/15/2014 on the following license applications:

Automobile Graveyard

Shawn Letourneau
D/B/A: Brunswick Auto Recycling, LLC
117 Bath Rd.

Shawn Letourneau

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

Junkyard

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

APPLICATION FOR LICENSE OR PERMIT

Please complete:

Type of Business: Sole Proprietor-Owner's Name: Shawn Letourneau

Partnership-Partner's Names: _____

Corporation-Corporation Name: _____

Incorporation Date: _____ Incorporation State: _____

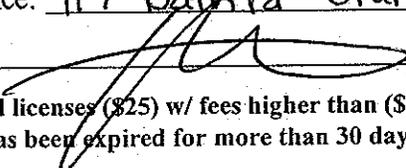
New License: Opening Date _____ Renewal License

Business Name: Brunswick Auto Recycling LLC E-Mail: brunswickautorecycling@yahoo.com

Business Address: 117 Bath rd Business Phone Number: 207-725-4199

Name of Contact Person: Paula Letourneau Contact's Phone Number: _____

Mailing Address for Correspondence: 117 Bath rd Brunswick, Me

Signature of Applicant:  Date: 8-25-14

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

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

Corporations Please Complete:

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

Town Clerk Use Only

Approvals: Finance Codes Health Officer Council Police

Codes Officer Signature _____

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

Waiting on: _____ Mailed or Issued Date: _____ PH Date: 9-15-2014

Type of License: Junkyard Paid Fee: \$ 150⁰⁰ Cash/Check Date: AUG 29 2014 # 7634

Advertising Fee: \$ _____ Paid

Bazaar or Flea Market-Exp. June 30th

_____ 1-3 Days (\$50) Date and Location of Event: _____
_____ Annually (\$225)

Bowling Alleys, Pool Halls and Billiards-Exp. June 30th

_____ Number of Lanes (\$20 each) _____ Number of Tables (\$20 each)

Carnival or Circus

_____ Number of Days (\$150/day) Date and Location of Event: _____

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

Food Service Establishment (Victualer)-Exp. May 31st

FSE with Malt, Vinous & Spirituous Liquor (\$250)

FSE with Malt and Vinous (\$200)

FSE with Malt or Vinous (\$175)

FSE with Sit Down, no Alcohol (\$100)

FSE Mobile Carts, Take Out, Coffee, Popcorn, Catering,
B&B's, Bakeries, or Prepared Seafood Vender, ETC (\$75)

FSE: Description of Food to be sold: _____

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

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

Pawnbroker (\$75) Exp. June 30th

Peddler:

_____ #Weeks/\$25/week _____ #Months (up to-3 months-\$50/ up to-6 months \$75) _____ 1 Year (up to 12 months \$100)

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

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

Sellers of Prepared Food on Public Way (\$1500 Mall vendor/\$3,000 Farmers Market/\$25 other)

Location: _____ Exp. 1st PH in March

As part of the application you must submit a letter of intent from insurance carrier, picture of food service device (not needed for renewals) and a victualer's license. I certify that, to the best of my knowledge, I have complied with all laws and ordinances of the State of Maine and the Town of Brunswick. _____

_____ (Signature of owner, officer, partner or agent)

(New applicants must talk to Recreation Dept/there is no proration on new licenses)

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

Theater (\$150 per screen)-Exp. June 30th _____ Number of Screens



Town of Brunswick, Maine

INCORPORATED 1739

MARINE RESOURCES & HARBOR MANAGEMENT

85 PLEASANT STREET

BRUNSWICK, MAINE 04011

TELEPHONE 207-725-5521 FAX 207-725-6663

Email – ddevereaux@brunswickpd.org



Daniel R. Devereaux

Marine Resource Officer

Harbormaster

September 8, 2014

Fran Smith, Town Clerk
Brunswick Town Office
85 Union Street
Brunswick, Maine 04011

RE: Brunswick Auto Recycling 2014-2015

Fran,

On 9/8/14 I conducted an onsite inspection of the Brunswick Auto Recycling Center. I did not note any environmental violations during my visit. Please see the attached inspection sheet. If you have any questions or concerns please feel free to contact me.

Regards,

Daniel R. Devereaux MRO/HM

Brunswick Auto Recycling

Business/Company

Map 41 Lot 2A

Map / Lot Number

117 Bath Rd.
Brunswick, ME 04011

Address

207-725-4199

Telephone Number

Daniel R. Devereaux
Brunswick Police MRO/HM

Name of inspector

September 8, 2014

Date of inspection

Standards

	Yes	No
1. Was the automobile junkyard/recycling business enclosed by a visual screen at least six feet high and built according to MDOT rules pursuant to Title 30A, Section 3759?	✓	
2. Were any vehicles, machines or equipment w/ an intact engine or motor stored within 100 feet of any body of water or freshwater or coastal wetland?		✓
3. Were any vehicles, machines or equipment being dismantled or stored within 500 feet of a school, church, cemetery, or public playground or park?		✓
4. Were any vehicles, machines or equipment being dismantled or stored over any sand or gravel aquifers or aquifer recharge areas?		✓
5. Were any vehicles, machines or equipment containing fluids being dismantled or stored within the 100-year flood plain?		✓
6. Were any vehicles, machines or equipment being dismantled or stored within 100 feet of a well that serves as a public or private water supply?		✘
7. Was the area used for the business owned by fee title without any encumbrances?	✓	
8. Were any vehicles, machines, equipment or junk located, stored or being dismantled any closer than 20 feet from any lot line?		✓

Standards

- 9. *Were batteries removed from dismantled vehicles?*
- 10. *Were engine lubricants, transmission fluids, brake fluids and engine coolants drained from vehicles into a watertight, covered container and either are being recycled or disposed of in accordance with Federal or State laws, rules or regulations?*
- 11. *Were fluids from any vehicle being permitted to flow or be discharged into or onto the ground in any way?*

Yes	No
✓	
✓	
	✓

Notes: BAR has done an excellent job removing fluids from vehicles, some vehicles may contain fluids, those are always kept on the cement pad as they await dismantling. NO vehicles were found with fluids or batteries that were stored in the gravel yard area.

I Daniel R. Devereaux MRO/HM have inspected the premises of Brunswick Auto Recycling and found the business to be in compliance with all Brunswick Municipal Regulations

September 8, 2014

Date

Daniel Devereaux

Brunswick Police Department Marine Division

Intentionally left blank

Brunswick Auto Recycling Inspection 2014/15



Intentionally left blank

ITEM 113

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 9/15/2014 on the following Special Amusement license applications:

Special Amusement

Bowdoin College

D/B/A: Bowdoin College Dining Service- Magee's Grill

David Saul Smith Union

Allen W. Delong

Frontier Group

D/B/A: Frontier

14 Maine Street Box 10

Mr. Michael Gilroy

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

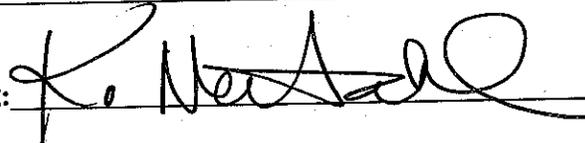
APPLICATION FOR SPECIAL AMUSEMENT LICENSE

Please complete:

Type of Business: Sole Proprietor-Owner's Name: _____
 Partnership-Partner's Names: _____
 Corporation-Corporation Name: President and Trustees of Bowdoin College
Incorporation Date: 1995 Incorporation State: Maine

New License: Opening Date _____ Renewal License

Business Name: Magee's Grill, Bowdoin College E-Mail: knerdahl@bowdoin.edu
Business Address: 6200 College Station Business Phone Number: 725-3201
Name of Contact Person: Karla Nerdahl Contact's Phone Number: 798-4262
Mailing Address for Correspondence: 6200 College Station, Brunswick, ME 04011

Signature of Owner, Officer, Partner or Agent: 
Date: 8-20-14

Corporations Please Complete:

Address of Incorporation: _____			Phone #: _____
Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership

Town Clerk Use Only

License Fee \$100.00 Paid 8-26-14 Advertising Fee \$ _____ Paid

Required Approvals: Finance Codes/Fire Council PH Date: 9-15-14

Mailed or Issued Date: _____

Clerk Notes: Sent to codes for inspection 8-26-14

OVER

Describe in detail the kind and nature of entertainment:

Used for and, music, comedy and dancers

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

Pub is approximately 40'x60' with balconies

Morrell Lounge is central lounge space 40'x100'

DIAGRAM (Please see 3rd page)

Exit

Jack Magee's Grill

Morrell Lounge
(Concert Area)

Stairs To Second
Level

Jack Magee's Pub
21+ Only

C-Store

Mail Center

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: Frontier Group

Incorporation Date: Nov 2004 Incorporation State: ME

New License: Opening Date _____ Renewal License

Business Name: Frontier E-Mail: GIL@explorefrontier.com

Business Address: 14 Maine St Box 10 Brunswick ME 04011 Business Phone Number: 207-725-5222

Name of Contact Person: Michael Gilroy Contact's Phone Number: 207-725-8252

Mailing Address for Correspondence: same as above

Signature of Owner, Officer, Partner or Agent: 

Date: 8-22-14

Corporations Please Complete:

Address of Incorporation: 14 Maine St Box 10 Brunswick ME 04011 Phone #: 207 725-5222

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

Name of Corp. Officer, Owner, or Partners	Title	Address	% of Stock or ownership
<u>Michael Gilroy</u>	<u>President</u>	<u>527 Hedge Rd Yarmouth ME 04096</u>	<u>100%</u>

Town Clerk Use Only

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

Required Approvals: Finance Codes/Fire Council PH Date: 9-15-14

Mailed or Issued Date: _____

Clerk Notes: Sent to Codes on 8-26-14.

OVER

Describe in detail the kind and nature of entertainment:

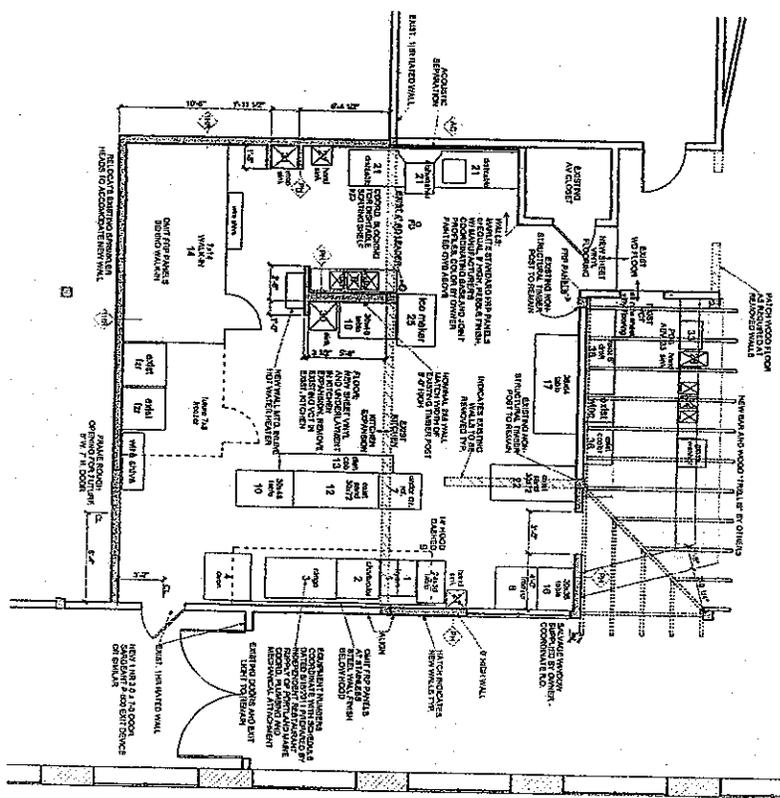
Film Screening

Live Music

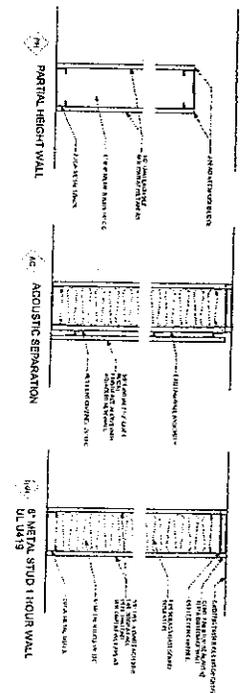
Describe in detail the room or rooms to be used under this license:

Theater Space

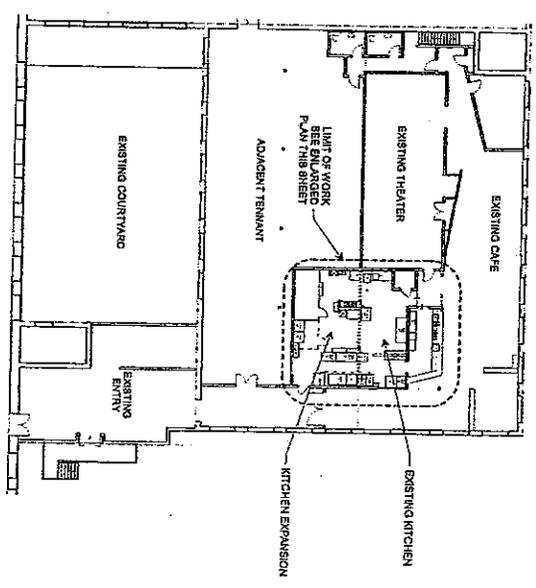
DIAGRAM Attached



Kitchen Floor Plan 1
1/4" = 1'-0"



Wall Type Detail 2
1/2" = 1'-0"



Overall Floor Plan 3
1/4" = 1'-0"

PROJECT INFO
 PROJECT NAME
 14 Main Street - NH3
 Brunswick, ME 04011
 Existing Cafe - No Change
 Existing Theater - No Change
 Existing Parking - No Change
 Kitchen Expansion - 1,270 square feet
 Total Proposed Kitchen - 1,270 square feet

PREPARED BY
 ARCHITECT
 DATE
 SHEET NO. A-2

ITEM 114

BACK UP MATERIALS

MEMORANDUM

TO: Town Council
Town of Brunswick, Maine

FROM: John Eldridge
Finance Director

DATE: September 11, 2014

RE: Tax-acquired Property

On August 21st, the newly-created Finance Committee met and discussed the list of tax-acquired properties that was presented at the August 4th Town Council meeting. The Committee is recommending that the acquired properties be offered for sale, and that those from whom they were acquired be given until December 15th to recover the properties by paying all outstanding obligations. Further the Committee recommends that the Town Council authorize the Town Manager to extend the deadlines on an individual basis should the Manager determine that an extension is warranted.

An updated list of the properties is attached.

attachments

**Town of Brunswick
Tax Acquired Properties**

Parcel	Location	Mobile Home	Total Due 9/16/14	Date Acquired	Comments
051001000446	53 Theodore Dr	2002 Astro	\$3,167.47	February 22, 2013	Signed cert Mail, no contact
01101200A000	Old Portland Rd		\$585.62	February 24, 2014	No contact
011013000000	Old Portland Rd		\$3,309.00	February 24, 2014	No contact
011012000000	720 Old Portland Rd		\$18,887.33	February 24, 2014	No contact
051001000311	6 Tufton St	1989 Skyline	\$1,090.25	February 24, 2014	No contact
051001000035	38 Tufton St	1990 Commodore	\$4,055.84	September 13, 2008	No contact
022054000050	64 Linnell Circle	94 Skyline	\$2,258.09	February 18, 2011	Signed cert Mail, no contact
			\$33,353.60		
046012000000	403 Bath Rd		\$6,985.46	February 22, 2013	Discussions in progress
051001000025	18 Tufton St	2004 Fleetwood	\$2,905.10	February 22, 2013	Discussion on pmt.
U40012000000	53 Mere Pt Rd		\$13,407.21	February 24, 2014	Desires Pmt. Arrangement
051001000449	58 Theodore Dr	98 Clarion	\$788.03	February 23, 2012	Making pmts.
U40336000000	Parkview Circle		\$2,575.35	February 24, 2014	Bari Campobasso is PR
U08063000000	16 Jordan Ave		\$14,778.86	February 22, 2013	Discussion on pmt.
02701600F000	195 Casco Rd	68 Americana	\$8,837.47	February 18, 2011	Discussion on pmt.
MP4008000000	946 Mere Pt Rd		\$46,449.23	February 18, 2011	Discussion in progress
02900300A000	77 Bunganuc Rd		\$13,870.30	February 22, 2013	Discussion in progress
045003000131	22 Shea St	1995 Pinegrove	\$1,088.57	February 24, 2014	Making pmts.
045003000034	35 Karen Ln	1989 Skyline	\$842.74	February 22, 2013	No contact, small sporadic payments
			\$112,528.32		
022054000096	21 Lynch St	1988 Skyline	\$2,200.84	February 15, 2008	Pmt. Arrangement
051001000467	76 Theodore Drive	1987 Skyline	\$3,028.86	February 23, 2007	Pmt. Arrangement
045003000169	30 Long St	2003 Pinegrove	\$2,332.66	February 18, 2011	Pmt. Arrangement
051001000417	70 Franklin Pkwy	91 Commodore	\$1,291.47	February 18, 2011	Pmt. Arrangement
051001000288	45 Primrose Ln	2001 Marlette	\$2,764.36	February 22, 2013	Intends to sell
			\$11,618.19		

ITEM 115

BACK UP MATERIALS

Brunswick, Maine

John A. Foster, PE
Town Engineer/Director PWD
jfoster@brunswickme.org

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

September 10, 2014

John Eldridge, Acting Town Manager
Town of Brunswick
85 Union Street
Brunswick, Maine 04011

PROJECT: Botany Place Drive
Developer: Botany Place, LLC
Section B-1 and B-2

SUBJECT: Completion & Town Acceptance of Extended Section of Botany Place Dr

Dear Mr. Eldridge:

I have inspected all road work in the Botany Place subdivision, Sections B-1 and B-2, and find all work has been satisfactorily completed in conformance with the approved subdivision plan.

We have also reviewed the attached original street deed submitted by the developer for Town Council acceptance of the approximate 363 foot additional section of Botany Place Drive as depicted on the attached map we prepared showing this area. The deed description is accurate and appropriate. We have no objection to the Town's acceptance of this 363 foot extension of Botany Place Drive along with a temporary turnaround to allow our curbside collection and plow vehicles a temporary location at the end of the road to turnaround.

If you require any further information on the above please let me know.

Sincerely,

TOWN OF BRUNSWICK



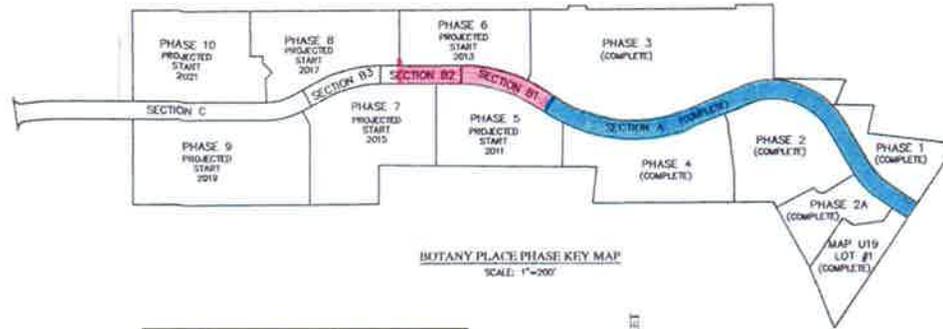
John A. Foster,
Town Engineer/Director PWD

Enclosure

Intentionally left blank

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N57°07'37"E
L2	38.72	N88°37'40"W
L3	27.87	N88°04'30"W
L4	28.28	N88°04'30"W
L5	10.67	S89°07'53"E
L6	73.33	N32°48'21"E
L7	10.00	S00°00'00"E
L8	10.00	S00°00'00"E
L9	10.00	S00°00'00"E
L10	10.00	S00°00'00"E
L11	50.47	N89°21'50"E
L12	10.00	S00°00'00"E
L13	16.74	S00°11'31"E
L14	35.34	N56°20'43"W
L15	83.05	N81°30'45"E
L16	17.58	N52°20'11"E
L17	24.77	N53°31'49"E
L18	86.26	N04°30'28"W
L19	88.48	N56°06'28"W
L20	134.24	N52°22'28"W
L21	171.18	N67°32'28"E
L22	371.18	N67°32'28"E
L23	82.47	N08°28'28"W
L24	224.22	S89°02'00"E
L25	224.22	S89°02'00"E
L26	20.83	N61°46'30"E
L27	20.83	N61°46'30"E
L28	9.65	N88°21'50"E
L29	48.00	N88°21'50"E
L30	63.07	N88°21'50"E
L31	13.00	S89°02'00"E
L32	149.47	S00°00'00"E
L33	3.83	S89°02'00"E
L34	46.07	S00°00'00"E
L35	20.48	N22°28'28"E
L45	178.00	N50°00'10"W

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	78.75	175.00
C2	101.25	225.00
C3	322.47	225.00
C4	250.81	175.00
C5	382.37	375.00
C6	396.23	425.00
C7	333.44	425.00
C8	208.10	375.00
C9	194.73	375.00
C10	183.10	335.00
C11	88.78	175.00
C12	111.27	225.00
C13	92.37	625.00
C14	84.70	575.00
C15	31.67	20.00
C16	31.86	30.00
C17	80.84	283.78
C18	31.52	100.00
C19	10.40	18.00
C20	42.04	375.00
C21	15.97	14.00

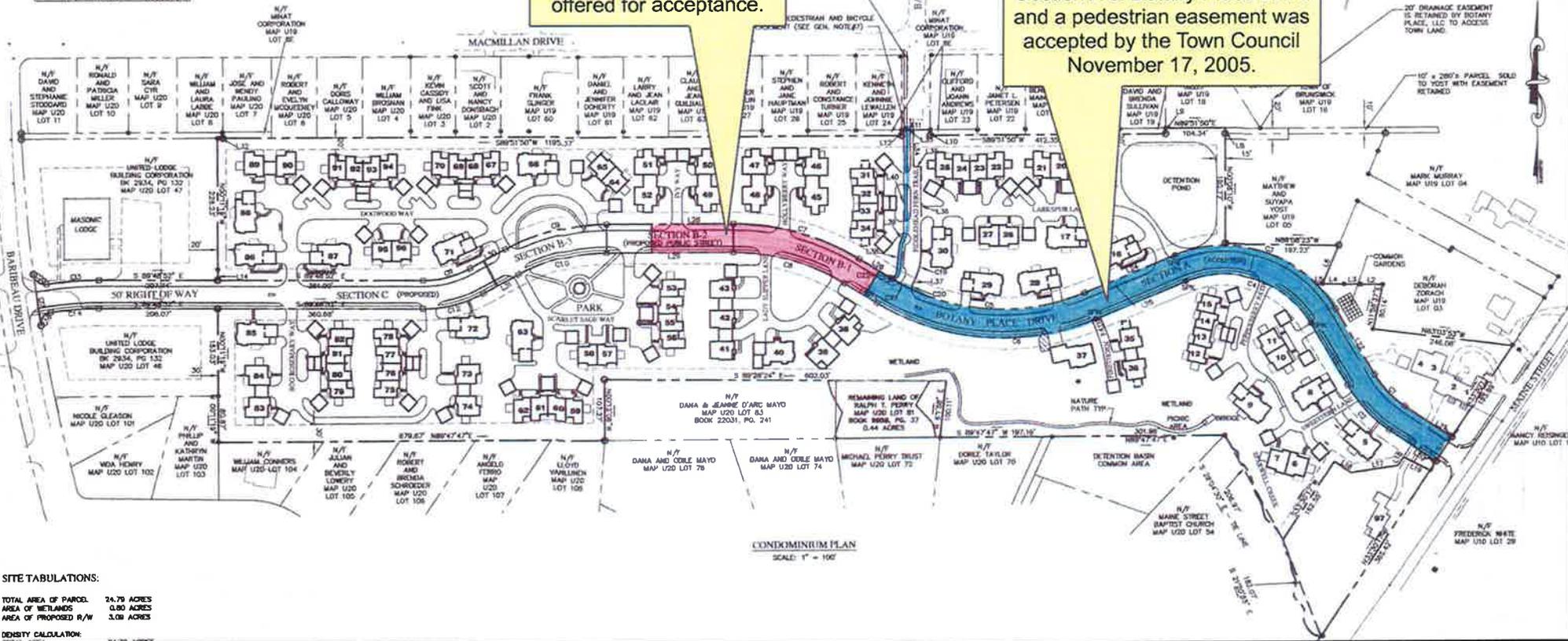


BOTANY PLACE PHASE ACREAGE:

MAP U19 LOT 2	
PHASE 1 (COMPLETE)	0.82 ACRES
PHASE 2 (COMPLETE)	1.71 ACRES
PHASE 2A (COMPLETE)	0.83 ACRES
PHASE 3 (COMPLETE)	4.15 ACRES
PHASE 4 (COMPLETE)	1.91 ACRES
PHASE 5	1.57 ACRES
PHASE 6	1.32 ACRES
PHASE 7	2.18 ACRES
PHASE 8	1.87 ACRES
PHASE 9	2.82 ACRES
PHASE 10	2.02 ACRES
TOTAL PHASES	23.80 ACRES
BOTANY PLACE DRIVE ROW	3.08 ACRES
MAP U19 LOT 1	0.92 ACRES
TOTAL ACREAGE	24.78 ACRES

Section B-1 and a portion of Section B-2 is being offered for acceptance.

Section A of Botany Place Drive and a pedestrian easement was accepted by the Town Council November 17, 2005.



SITE TABULATIONS:

TOTAL AREA OF PARCEL	24.78 ACRES
AREA OF WETLANDS	0.80 ACRES
AREA OF PROPOSED R/W	3.08 ACRES
DENSITY CALCULATION:	
TOTAL AREA	24.78 ACRES

Botany Place Drive
Section B-1 and a portion of Section B-2
are being offered to the Town of Brunswick
as a Public Way, by
Botany Place, LLC.

Intentionally left blank

WARRANTY DEED

BOTANY PLACE, LLC, a Maine Limited Liability Corporation, with its principal place of business at 336 High Head Road, Harpswell, Maine, 04079, for one dollar and other valuable consideration paid by the **TOWN OF BRUNSWICK**, a municipal corporation organized and existing under the laws of the State of Maine, the receipt of which is hereby acknowledged, does hereby grant, with **WARRANTY COVENANTS**, unto the said Town of Brunswick all its right, title and interest in the parcels of land described below.

PARCEL I: BOTANY PLACE DRIVE SECTION B-1 & PORTION OF SECTION B-2

A certain lot or parcel of land, located northwesterly of Maine Street, in the Town of Brunswick, County of Cumberland, State of Maine, being a portion of the proposed roadway named Botany Place Drive, as shown on a plan entitled "Condominium Plan, Botany Place Residential Condominiums", prepared for Botany Place, LLC, dated November 16, 2004, prepared by Sitelines, PA, recorded at said registry in Plan Book 205, Page 20. Said parcel being more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of the accepted portion of Botany Place Drive (Section A), as described in a deed recorded at the Cumberland County Registry in Book 23455, Page 293 and shown on a plan entitled "Condominium Plan, Phase 6 Amendment, Botany Place Residential Condominiums", prepared for Botany Place, LLC, dated April 9, 2013, prepared by Sitelines, PA, recorded at said registry in Plan Book 213, Page 106;

THENCE, N 58° 39' 50" W, along the northeasterly sideline of said Botany Place Drive, a distance of 41.45 feet to a monument set at a point of curvature;

THENCE, in a general westerly direction along the northerly sideline of said Botany Place Drive, being a 425.00 foot radius curve that is concave to the south, a distance of 232.44 feet to a monument set at a point of tangency;

THENCE, N 90° 00' 00" W, along the northerly sideline of said Botany Place Drive, a distance of 144.78 feet to a point;

THENCE, S 00° 00' 00" W, along the westerly sideline of said Botany Place Drive, a distance of 50.00 feet to a point;

THENCE, S 90° 00' 00" E, along the southerly sideline of said Botany Place Drive, a distance of 144.78 feet to a monument set at a point of curvature;

THENCE, in a general easterly direction along the southerly sideline of said Botany Place Drive, being a 375.00' radius curve that is concave to the south, a distance of 205.10 feet to a monument set at a point of tangency;

THENCE, S 58° 39' 50" E, along the southwesterly sideline of said Botany Place Drive, a distance of 41.45 feet to a point;

THENCE, N 31° 20' 10" E, along the northwesterly sideline of said Botany Place Drive, a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 20,250 sq. ft. or 0.46 acres, more or less.

**PARCEL II: BOTANY PLACE DRIVE
SECTION B-2 TEMPORARY TURNAROUND**

A certain lot or parcel of land, being a portion of Iris Way, located on the northerly side of Botany Place Drive, in the Town of Brunswick, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

Beginning at a point on the northerly sideline of Botany Place Drive, being located S 90° 00' 00" E, a distance of 20.00 feet from the northwesterly most corner of the parcel described above;

THENCE, N 00° 00' 00" E, a distance of 50.00 feet to a point;

THENCE, N 90° 00' 00" E, a distance of 20.00 feet to a point;

THENCE, S 00° 00' 00" W, a distance of 50.00 feet to a point on the northerly sideline of said Botany Place Drive;

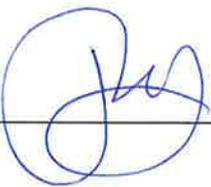
THENCE, N 90° 00' 00" W, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 1,000 sq. ft. or 0.02 acres, more or less.

ALSO CONVEYING HERewith Grantor's right, title and interest in the drainage infrastructure located over, under and in said roads; subject however, to the rights of all public utilities with respect thereto, and any easements or rights of way of record, including, but not limited to easements and rights of way granted to Central Maine Power Company dated October 28, 2011 and recorded in Book 29185, Page 182 and dated November 9, 2011 and recorded at Book 29391, Page 347.

WITNESS my hand and seal in my duly authorized capacity as a member of Botany Place, LLC on this 18th day of July, 2014

BOTANY PLACE, LLC



By: 

Scott D. Howard, Member

STATE OF MAINE

July 18, 2014

Cumberland, ss.

Personally appeared the above-named Scott D. Howard in his duly authorized capacity as a Member of Botany Place, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

LORETTA H. PATRICK
NOTARY PUBLIC
State of Maine
My Commission Expires
June 8, 2016

Before me,


Notary Public/Attorney at Law

ACCEPTED THIS _____ DAY OF _____, 2014

BY THE MUNICIPAL OFFICERS OF THE TOWN OF BRUNSWICK, MAINE.
TOWN OF BRUNSWICK

W. David Watson

Stephen Walker

Suzan Wilson

John Perreault

Gerald Favreau

Jane Millett

Sarah Brayman

Benet Pols

John Richardson, Jr.

ITEM 116

BACK UP MATERIALS



TOWN OF BRUNSWICK, MAINE
Bike & Pedestrian Advisory Committee

85 UNION STREET
BRUNSWICK, ME 04011

William Wilkoff, Co-Chair
Richard Cromwell, Co-Chair

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

MEMORANDUM

TO: Chairman Pols and the Town Council
FROM: Rich Cromwell & Will Wilkoff, Co-Chairs
DATE: September 10, 2014
RE: Proposed Federal Street Sharrows and Bike Lane

For years, there has been a discussion about improving bicycle infrastructure on Maine Street and other downtown streets. Federal Street presents us with a unique opportunity.

- It is the backdoor to Maine Street and with improved bicycle infrastructure, will offer safe access to Maine Street businesses.
- Federal Street is the only place in the country where four National bike routes converge on one street (US Bike Route 1, Adventure Cycling Association (ACA) Northern Tier Route, East Coast Greenway, ACA- Key West to Bar Harbor).
- It is the gateway to the Bike Path for touring cyclists, local recreational riders, commuters and kids.
- Federal Street is part of our Safe Routes to School system and needs to be safe for children going to and from school and visiting Edwards Field and Lishness Park.
- It meets Sharrow guidelines. A Sharrow or Shared Lane is a well-marked section of road marked to indicate that bicyclists can use the full lane.
- Federal Street offers the opportunity to demonstrate the benefits of Sharrows and bike lanes to the community and will reinforce the legitimacy and acceptance of bicycle infrastructure on other streets in the future.

There have been a number of iterations of this plan, and based on review and comments from the BDA, MPIC, Town Planning staff, Public Works, the Police Department, business owners, and bicycle clubs, this final proposal has been developed and is being presented this evening.

The plan includes a Sharrow (Shared Lane) from State Road north the entire length of Federal Street to Mason Street. Heading back south on Federal Street from Mason Street, there will be a Sharrow until you reach School Street. From School Street south to State Road there will be a 5' bike lane next to the curb.

This plan takes into consideration concerns about parked cars, narrow travel lanes, and disruption of vehicular traffic - and does so with minimal impact to on-street parking.

In order to accommodate the south-bound bike lane, 'on-street' parking from Green Street to the railroad bridge will be eliminated, resulting in the loss of 13 parking spaces.

Recent parking utilization studies have shown that this area is the least used parking in the downtown zone. In addition, if vehicles actually parked on both sides of the road as is currently allowed, the travel lanes in both directions would be reduced to eight and one-half feet. This is well below minimum standards for an arterial road.

The Sharrows heading north will allow cyclists to position themselves safely in the lane, and the bike lanes heading south will allow cyclists to get safely up the hill to the railroad bridge without slowing vehicular traffic.

BBPAC endorses this plan as a significant improvement in bicycle safety and feels it will increase bicycle traffic to the downtown area and requests that Council approve the amendment to the traffic ordinances necessary to move forward.

Respectfully Submitted,

Rich Cromwell & Will Wilkoff, on behalf of the BBPAC Committee

BBPAC Comments on "Option A"

The Brunswick Downtown Master Plan envisions a bike and pedestrian friendly downtown.

Feedback from public forums on 7/30/2012 and 9/20/2012 and the results of the Moving Brunswick Forward Survey on 10/24/2012 show strong support for Option 4, the most bicycle and pedestrian friendly option.

In addition, the survey respondents supported bike lanes on Maine Street and Pleasant Street as standalone options for Maine Street Improvement.

BBPAC and other cycling interests felt Brunswick's Downtown Master Plan was a balanced 'complete streets' process until the advent of Option A in recent months.

At that point, the emphasis returned to motorized vehicle movement and parking issues.

The Option A plan presented to us for consideration shows a bike lane in the area directly behind the diagonally parked automobiles, an area commonly referred to by cyclists as 'the death zone'.

Option A is clearly a big step backward from the vision of the Downtown Master Plan.

Obviously, parking issues, traffic movement, overall safety and the reality of budgetary restrictions must be considered and will always temper our visions of what Maine Street could be.

BBPAC recommends that the Master Plan Implementation Committee in considering the merits of Option A, include the following bicycle friendly amendments:

1. Maine Street from the Androscoggin to Bowdoin College be designated a "Sharrows";
2. That a bicycle safety zone be established within the downtown area created by and including Mason Street, Mill Street, Union Street, Noble Street, Cleveland Street and Federal Street, and all streets within that area be designated Sharrows;
3. That improvements undertaken on Maine Street and Pleasant Street support and do not preclude the eventual implementation of bike lanes such as those recommended in Option 4.

The Brunswick Bicycle and Pedestrian Improvement Plan states as a significant long term goal "that a middle school aged child can walk or bicycle safely anywhere in Town".

BBPAC feels that although Sharrows are a significant improvement in bicycle safety, they do not rise to the level of meeting that goal. Only dedicated bike lanes, education of the cyclists and motorists and enforcement of our traffic safety laws will bring us to that level of safety.

BBPAC looks forward to working with MPIC in creating a downtown friendly and safe for all our pedestrians and bicyclists Town.

BBPAC Letterhead

(Attachment #4)

RE: Proposed Parking Changes on Federal Street – September ..., 2014

Dear Federal Street Property Owner,

A request has been made to the Town Council by the Brunswick Bicycle and Pedestrian Advisory Committee to eliminate approximately thirteen parking spaces on the west side of Federal Street between Green Street and the railroad bridge to facilitate the installation of a five foot bicycle lane.

Attached you will find a draft proposal outlining the details of the bicycle infrastructure recommended by BBPAC for Federal Street.

If you have comments on the proposed plan, we would like to invite you to the Council meeting to be held on,, 2014.

Please do not hesitate to contact me if you have questions.

Cordially,

Rich Cromwell, Co-Chair BBPAC

Tel.: 207-798-0474

CC:

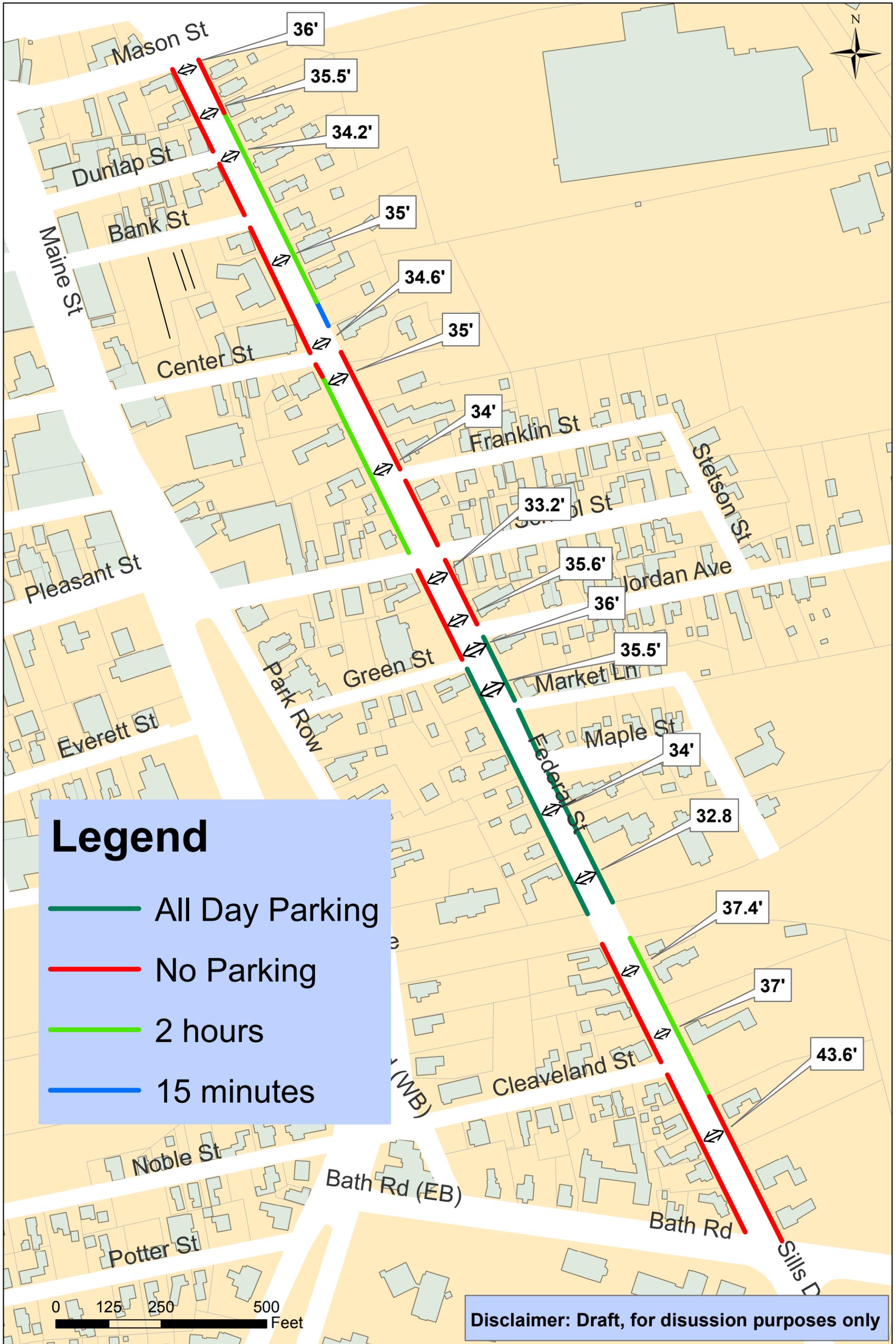
Brunswick Town Council

Capt. Mark W. Waltz, Brunswick PD

Attached: Draft Proposal to Town Council

Intentionally left blank

Federal Parking and Street Sharrow Analysis



The Town of Brunswick Bicycle and Pedestrian Advisory Committee

Proposed Federal Street Parking Realignment and Bike Lanes / Shared Lanes

0 500 1,000 Feet



Bike Lane



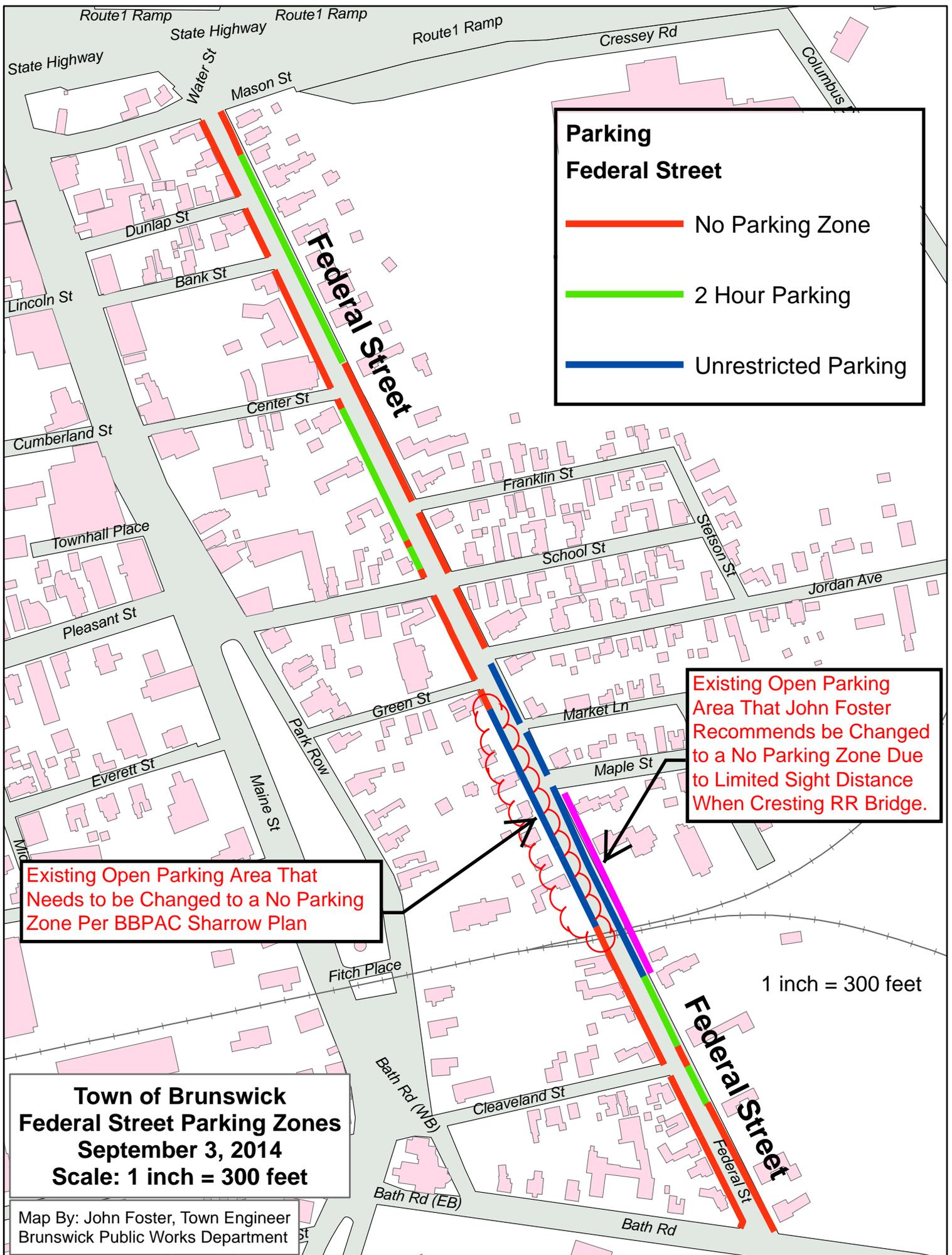
On-Street Parking



Sharrow



Train Tracks



Route 1 Ramp

State Highway

Route 1 Ramp

Cressey Rd

Columbus St

State Highway

Water St

Mason St

Dunlap St

Bank St

Federal Street

Lincoln St

Center St

Cumberland St

Franklin St

School St

Stetson St

Jordan Ave

Townhall Place

Pleasant St

Green St

Market Ln

Maple St

Everett St

Maine St

Park Row

Fitch Place

Bath Rd (WB)

Cleveland St

Federal Street

Bath Rd (EB)

Bath Rd

Federal St

Intentionally left blank

Town of Brunswick
Part II, Municipal Code of Ordinances, Chapter 15, Traff
September 4, 2014

**Federal Street
Current Parking Regulations
in Traffic Ordinance**

Sec. 15-74. No-parking areas.

The following areas are designated as no-parking areas:

Federal Street, west side, commencing at Bath Road and extending northerly one thousand fifty (1,050) feet.

Federal Street, west side, commencing at Mason Street and extending southerly to Center Street.

Federal Street, west side, commencing at Center Street to a point three hundred eighty (380) feet extending southerly sixteen (16) feet.

Federal Street, west side, commencing at Center Street extending southerly thirty (30) feet.

Federal Street, west side, commencing at School Street extending southerly three hundred seventeen (317) feet.

Federal Street, east side, commencing at Bath Road and extending northerly three hundred sixty-five (365) feet.

Federal Street, east side, commencing at Jordan Avenue extending northerly to a point four hundred (400) feet north of Franklin Street.

Federal Street, east side, commencing at Mason Street and extending southerly one hundred thirteen (113) feet.

Sec. 15-76. Restricted on-street parking areas.

(a) A person shall not park a vehicle for more than two (2) consecutive hours in any parking space adjacent to a curb between the hours of 8:00 a.m. and 6:00 p.m. on any day except Friday, Sunday, and a public holiday and between the hours of 8:00 a.m. and 9:00 p.m. on Friday in the following areas:

Federal Street, east side, commencing three hundred sixty-five (365) feet north of Bath Road and extending northerly three hundred seventy (370) feet.

Federal Street, east side, commencing at Mason Street and extending southerly to a point opposite Center Street.

Federal Street, west side, commencing at School Street and extending northerly to Center Street.

CONSENT AGENDA - A BACK UP MATERIALS

Draft
BRUNSWICK TOWN COUNCIL
Minutes
September 2, 2014
7:00 P.M.
Council Chambers
Town Hall
85 Union Street

Councilors Present: Chair Benet Pols, W. David Watson, Stephen S. Walker, Suzan Wilson, John M. Perreault, Gerald E. Favreau, Jane F. Millett, Sarah E. Brayman, and John Richardson, Jr.

Councilors Absent: None

Town Staff Present: John Eldridge, Finance Director/Interim Town Manager; Fran Smith, Town Clerk/Assistant to the Town Manager; Ken Brilliant, Fire Chief; John Foster, Public Works Director; Steve Langsdorf, Town Attorney; and TV video crew

Chair Pols called the meeting to order, led the Pledge of Allegiance, and asked the Clerk for Roll Call.

Public Comment: *(This item was discussed at 7:02 p.m.)*

Richard Fisco, 2 Lincoln Street, spoke regarding the Zoning Ordinance Rewrite and areas that are incomplete in draft form, which need to be complete when requesting public input. He did not see the reason for rushing this process.

Mr. Eldridge responded to some of the comments from Mr. Fisco.

Councilor Millett said there will be a downtown meeting on the draft on September 11. Councilor Brayman and Councilor Wilson also spoke regarding this process.

Correspondence *(This item was discussed at 7:20 p.m.)*

Councilor Walker spoke regarding a Meadowbrook resident who requested his street light be shut off, and Councilor Wilson suggested a process be developed to handle this type of request.

Chair Pols reminded everyone that school is open and asked drivers to be careful of students and buses. He also spoke of the success of the Brunswick Youth Soccer League program and how it highlights a community effort among the Recreation Department, volunteers and parents. Councilor Richardson and Councilor Perreault also spoke on the strength of this program.

Council Committee Updates *(This item was discussed at 7:23 p.m.)*

A report was provided on behalf of the Downtown Master Plan and Bicycle and Pedestrian Advisory Committees regarding creating a shared road on Federal Street.

Chair Pols spoke regarding the upcoming Town manager public input meetings.

Adjustments to the Agenda: None

MANAGER'S REPORT:

a) Nomination papers deadline *(This item was discussed at 7:26 p.m.)*

Fran Smith, Town Clerk, spoke on this item.

b) Permission to apply for and to expend an Emergency Management Planning Grant for the Fire Department *(Action required) (This item was discussed at 7:28 p.m.)*

Mr. Eldridge spoke regarding this item.

Chief Brillant responded to questions from Councilor Favreau, Chair Pols, Councilor Millett, Councilor Richardson, Councilor Walker, and Councilor Perreault.

Councilor Watson moved, Councilor Favreau seconded, to allow the Town to apply for, and, if received, to expend an Emergency Management Planning Grant for the Fire Department, in the amount of \$23,400. The motion carried with nine (9) yeas.

(A copy of the Chief's memo and the letter of request, with supporting materials, will be attached to the official minutes.)

c) Zoning Ordinance Rewrite Committee schedule update *(This item was discussed at 7:38 p.m.)*

Charles Frizzle, Planning Board Chair, spoke regarding this item and the meeting schedule. He responded to questions from Councilor Millett, Councilor Brayman, Councilor Richardson, Councilor Walker, Councilor Watson, and Councilor Perreault.

Councilor Wilson, Councilor Millett, Councilor Watson, and Councilor Favreau spoke regarding this item.

d) Report on guaranteed school contract with RSU 5 *(This item was discussed at 8:07 p.m.)*

Mr. Eldridge spoke regarding this item, and responded to questions from Councilor Millett and Councilor Wilson.

Chair Pols spoke regarding this item.

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

- e) **Acknowledgment of Spurwink School Pilot (payment in lieu of taxes)** (*This item was discussed at 8:13 p.m.*)

Mr. Eldridge spoke regarding this item.

(*A copy of a thank you letter to Spurwink will be attached to the official minutes.*)

- f) **Update on train idling situation** (*This item was discussed at 8:14 p.m.*)

Mr. Eldridge spoke regarding this item.

PUBLIC HEARING

- 108. The Town Council will hear public comments for “An Ordinance Authorizing Storm Drain Improvements and Reconstruction of Nancy Drive, Patricia Road and Pierce Lane, with Total Project Costs Not to Exceed \$580,000 (plus any other authorized costs), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$580,000 (plus the cost of issuance),” and will take any appropriate action. (Manager)** (*This item was discussed at 8:15 p.m.*)

Chair Pols opened the public hearing.

Tom Maines, 2 Nancy Drive, spoke regarding this item.

Chair Pols closed the public hearing.

Councilor Walker, Councilor Favreau, and Councilor Millett asked questions, to which John Foster, Public Works Director, responded.

Councilor Perreault spoke regarding this item.

Councilor Perreault moved, Councilor Watson seconded, to adopt “An Ordinance Authorizing Storm Drain Improvements and Reconstruction of Nancy Drive, Patricia Road and Pierce Lane, with Total Project Costs Not to Exceed \$580,000 (plus any other authorized costs), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$580,000 (plus the cost of issuance).” The motion carried with nine (9) yeas.

(*A copy of the adopted ordinance will be attached to the official minutes.*)

- 109. The Town Council will hear public comments for “An Ordinance Authorizing the Acquisition of a Trackless Sidewalk Tractor and Associated Attachments, with Total Project Costs Not to Exceed \$146,000 (plus any other authorized costs), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$146,000 (plus cost of issuance),” and will take any appropriate action (Manager)** (*This item was discussed at 8:29 p.m.*)

Mr. Eldridge spoke regarding this item.

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

Councilor Perreault, Councilor Millett, and Councilor Wilson asked questions, to which Mr. Eldridge responded.

Councilor Favreau moved, Councilor Watson seconded, to adopt “An Ordinance Authorizing the Acquisition of a Sidewalk Tractor and Associated Attachments, with Total Project Costs Not to Exceed \$146,000 (plus any other authorized costs), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$146,000 (plus cost of issuance).” The motion carried with nine (9) yeas.

(A copy of the adopted ordinance will be attached to the official minutes.)

NEW BUSINESS

110. The Town Council will consider adopting the “Proclamation to Recognize the 13th Anniversary of September 11, 2001,” and will take any appropriate action. (Councilor Watson) (This item was discussed at 8:37 p.m.)

Councilor Watson spoke regarding this item and responded to questions from Councilor Millett.

Councilor Watson moved, Councilor Favreau seconded, to adopt the “Proclamation to Recognize the 13th Anniversary of September 11, 2001.” The motion carried with nine (9) yeas.

(A copy of the adopted Proclamation will be attached to the official minutes.)

111. The Town Council will consider adopting a “Resolution for an Emergency Appropriation of \$200,000 from Unappropriated Available General Fund Revenues to Fund Unanticipated Expenditures to Repair Roads and Infrastructure that were Damaged by Heavy Rains and Flooding that Occurred in August of 2014,” and will take any appropriate action. (Manager) (This item was discussed at 8:39 p.m.)

Mr. Eldridge spoke regarding this item.

Councilor Perreault and Councilor Walker spoke regarding this item.

Chair Pols asked questions, to which Councilor Walker responded.

Councilor Favreau asked a question, to which Mr. Eldridge responded.

Councilor Brayman spoke regarding this item.

Chair Pols moved, Councilor Perreault seconded, to adopt a “Resolution for an Emergency Appropriation of \$200,000 from Unappropriated Available General Fund Revenues to Fund Unanticipated Expenditures to Repair Roads and Infrastructure that were Damaged by Heavy Rains and Flooding that Occurred in August of 2014.” The motion carried with nine (9) yeas.

(A copy of a memo from Mr. Eldridge and the adopted resolution will be attached to the official minutes.)

CONSENT AGENDA *(This item was discussed at 8:51 p.m.)*

a) Approval of the Minutes of August 4, 2014

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

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

The meeting adjourned at 8:51 p.m.

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

*Frances Smith
Town Clerk/Assistant to the Town Manager
September 5, 2014*

September 15, 2014
Date of Approval

Council Chair