

**BRUNSWICK TOWN COUNCIL**

**Agenda**

**September 8, 2015**

**7:00 P.M.**

**Council Chambers**

**Town Hall**

**85 Union Street**

Roll Call of Members

Acknowledgement of Meeting Notice

Pledge of Allegiance

Adjustments to Agenda

**CONSENT AGENDA:**

- a) Approval of the minutes of August 3, 2015
- b) Abatement of personal property taxes that were assessed in error
- c) Approval of an Utility Location Permit and Utility Easement for Maine Natural Gas on a section of Town Hall Place and its parking lot
- d) Permission to apply for, and if received, to expend, a MMA Safety Grant for two new office chairs
- e) Permission to apply for, and if received, to expend, a MMA Safety Grant for fire safety clothing
- f) Permission to apply for, and if received, to expend, the Emergency Management Planning Grant for 2015

**Public Comments**

**Correspondence**

- Letter from the School Superintendent regarding repair project for Coffin Elementary and Brunswick Junior High School
- Memo regarding a special permit issued by the Planning Board for the Grace Reformed Baptist Church

**Committee Reports**

**MANAGER'S REPORT:**

- a) Recognition of donation of a granite bench in honor of Numa and Jean McDuff
- b) Recognition of Brunswick's designation of a Bicycle Friendly Community by the League of American Bicyclists
- c) Update on Pine Street Gate access to Brunswick Landing
- d) Update on Downtown Brunswick being considered for a Commercial Historic District nomination by the Maine Historic Preservation Commission
- e) Update on Zoning Rewrite Process
- f) Report on the repeal of Thomas Point Closure
- g) Update on 3 Lincoln Street

h) Notice of property tax bills being mailed

**PUBLIC HEARING**

89. The Town Council will hear public comments on an application for Special Amusement License, and will take any appropriate action. (Manager)

**Special Amusement**

Bowdoin College

D/B/A: Bowdoin Dining Services – Magee’s Pub

David Saul Smith Union

S. Catherine Longley

**HEARING/ACTION**

**NEW BUSINESS**

90. The Town Council will consider setting a public hearing for September 21, 2015, for “An Ordinance Authorizing the Replacement and Upgrade of the Boiler and Domestic Hot Water System at Brunswick High School, With Total Project Costs Not to Exceed \$575,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$575,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder,” and will take any appropriate action. (Manager)

**ACTION**

91. The Town Council will consider setting a public hearing for September 21, 2015, for “An Ordinance Authorizing the Funding and Completion of the Reappraisal and Revaluation of All Taxable Real Property and All Tax-exempt Real Property Located Within the Town of Brunswick With Total Project Costs Not to Exceed \$400,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$400,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder,” and will take any appropriate action. (Manager)

**ACTION**

92. The Town Council will consider accepting a Department of Environmental Protection Stream Crossing Infrastructure Improvement Project conditional contract award in the amount of \$93,800 for culvert work on River Road, and will take any appropriate action. (Manager)

**ACTION**

93. The Town Council will consider appointments to the Brunswick/Topsham Water District, and will take any appropriate action. (Appointments Committee)

**ACTION**

**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 8, 2015**  
**Council Notes and Suggested Motions**

**CONSENT AGENDA:**

- a) Approval of the minutes of August 3, 2015: A copy of the minutes is included in your packet.
- b) Abatement of personal property taxes that were assessed in error: The Assessor has identified an account that was assessed in error and is requesting an abatement. A copy of her memo is included in your packet.
- c) Approval of an Utility Location Permit and Utility Easement for Maine Natural Gas on a section of Town Hall Place and its parking lot: These two items have been requested by MNG at Town Hall Place. First, there is a utility permit to allow installation of a gas main on sections of Town Hall Place. The second is an easement that would allow the main to cross the municipal parking lot between the Central Fire Station and “Cool as a Moose.” Copies of a memo from John Foster, the easement, and utility permit application are included in your packet.
- d) Permission to apply for, and if received, to expend, a MMA Safety Grant for two new office chairs: This grant is to assist with funding for two office chairs that need replacement. They are approximately \$500 each, and if the Town is successful in getting the grant the cost would be reduced to \$170 each. Staff will be available to answer any questions. Copies of a memo from Jessica Factor, along with supporting materials, are included in your packet.
- e) Permission to apply for, and if received, to expend, a MMA Safety Grant for fire safety clothing: This grant is to purchase twenty sets of wild land firefighting pants to be used in brush fire responses. If awarded, this could reduce the already budgeted cost by up to \$2,000. Staff will be available to answer any questions. A copy of a memo from the Fire Department is included in your packet.
- f) Permission to apply for, and if received, to expend, the Emergency Management Planning Grant for 2015: The Fire Department is requesting permission to apply for this grant in the amount of \$21,800 to help offset the cost of Emergency Management Planning, which the Town is required to do. This is an annual grant the Fire Department has received the last several years. Chief Brillant will be at the meeting to answer any questions. A copy of his memo is included in your packet.

*The Council has the option to remove any item from the Consent Agenda to be considered separately.*

Suggested Motion:

Motion to approve the Consent Agenda.

**CORRESPONDENCE**

- Letter from the School Superintendent regarding the repair project for Coffin Elementary and Brunswick Junior High School: A copy of the letter is included in your packet.
- Memo regarding a special permit issued by the Planning Board for the Grace Reformed Baptist Church: This is an acknowledgment of this action, and the Council has been previously informed. A copy of the memo is included in your packet.

## **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) Recognition of donation of a granite bench in honor of Numa and Jean McDuff: This item is to acknowledge the donation of this bench by Monique Ford and the McDuff family in honor of their family members. A copy of a memo from Peter Baecher is included in your packet.
- b) Recognition of Brunswick's designation of a Bicycle Friendly Community by the League of American Bicyclists: This item recognizes that Brunswick was selected as one of 350 communities throughout the country to receive this award. The Town had also been recognized in 2005 as Maine's first nationally recognized Bicycle Friendly Community. Much of the credit for this designation is given to the Bicycle & Pedestrian Advisory Committee's work. A copy of the newspaper article is included in your packet.
- c) Update on Pine Street access to Brunswick Landing: This item is to give the Council and the public more information on this new access.
- d) Update on Downtown Brunswick being considered for a Commercial Historic District nomination by the Maine Historic Preservation Commission: This item is to inform the Council and the public of a meeting on September 15, 2015, at 4:00 p.m. at the Curtis Memorial Library regarding this nomination. A copy of the BDA letter is included in your packet.
- e) Update on Zoning Rewrite Process: This item provides an update on this ordinance rewrite process. A copy of a memo from Charles Frizzle is included in your packet.
- f) Report on the repeal of Thomas Point Closure: This item is to inform the Council and the public of the issues surrounding the Marine Resource Committee's decision to rescind this conservation closure. The issue surrounds intertidal resource harvesting conflicts between the locally managed shellfishing industries and the state regulated bait worm industry. Copies of a memo from Dan Devereaux to the Council and letter to the Dept of Marine Resources are included in your packet.
- g) Update on 3 Lincoln Street: This item provides an update on this 6 unit apartment building and its tenants after the building had been posted as unsafe for occupancy or use due to ongoing fire and life safety code deficiencies.
- h) Notice of property tax bills being mailed: The Assessor has completed the tax commitment. The bills will be mailed out beginning Wednesday, September 9<sup>th</sup> and will continue through the end of the week. A copy of the tax rate information is included in your packet.

### **PUBLIC HEARING**

89. This item is the required public hearing for a Special Amusement license for Magee's Pub at Bowdoin College. They are requesting to have bands, music, comedy, and games. Copies of the public hearing notice and application are included in your packet.

#### Suggested motion:

Motion to approve the Special Amusement License for Bowdoin College Magee's Pub.

## NEW BUSINESS

90. This item is for the Council to consider setting a public hearing for September 21, 2015, for this draft ordinance. The Town's 2016-20 Capital Improvement Program (CIP), adopted on May 28, 2015, recommends funding the replacement of boilers and related equipment at Brunswick High School. The replacement was scheduled to take place in the 2016-17 fiscal year. The School Department is recommending that this project be moved to, and funded in, the current fiscal year. The estimated cost of the project is \$575,000. The Department had originally planned to reconstruct the High School track in this year; however this project is being moved to a future year. Copies of a memo from Manager Eldridge, relative pages from the CIP, a proposed bond ordinance, and a projected amortization schedule for the bonds are included in your packet.

*Suggested Motion:*

Motion to set a public hearing for September 21, 2015, on "An Ordinance Authorizing the Replacement and Upgrade of the Boiler and Domestic Hot Water System at Brunswick High School, With Total Project Costs Not to Exceed \$575,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$575,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder."

91. This item is for the Council to consider setting a public hearing for September 21, 2015, for this draft ordinance. The Town's 2016-20 Capital Improvement Program (CIP) recommends funding a complete revaluation of all taxable property at an estimated cost of \$400,000, and funding it through bonds. Copies of a memo from Manager Eldridge, relative pages from the CIP, a proposed bond ordinance, a projected amortization schedule for the bonds and a memo from the Assessor are included in your packet.

*Suggested Motion:*

Motion to set a public hearing for September 21, 2015, on "An Ordinance Authorizing the Funding and Completion of the Reappraisal and Revaluation of All Taxable Real Property and All Tax-exempt Real Property Located Within the Town of Brunswick With Total Project Costs Not to Exceed \$400,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$400,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder."

92. This item is for the Council to consider taking action on this DEP grant. The Town submitted a proposal to the Maine Department of Environmental Protection (DEP) for assistance with the replacement of a culvert on River Road that was destroyed by a flood in the fall of 2014. The Town is being required, through the permitting process, to upgrade to a pipe arch, a far more expensive option than a traditional culvert. On August 14<sup>th</sup> the Town was notified by DEP that we had been approved for assistance of \$93,800. To continue in this process, the Town Council needs to authorize staff to enter into a contract with the State of Maine in the amount of \$93,800. Work on the project cannot begin until we receive the Army Corps of Engineers (ACOE) permit that we applied for earlier this year. Copies of a memo from Manager Eldridge and the DEP notification are included in your packet.

Suggested Motion:

Motion to authorize the Town Manager to enter into a contract with the State of Maine in the amount of \$93,800 to be used to fund a culvert on River Road.

93. This item is for the Council to consider nominations to the Brunswick/Topsham Water District. In August, the Appointments Committee met and interviewed David Ivery and Richard Moll for two vacancies on this board with terms to expire on September 13, 2018. Copies of their applications are included in the packet.

Suggested motion:

Nominations will be made, with no seconds required, and the Council will then vote on the nominations.

Suggested motion:

Motion to adjourn the meeting.

# CONSENT AGENDA - A BACK UP MATERIALS

**Draft**  
**BRUNSWICK TOWN COUNCIL**  
**Minutes**  
**August 3, 2015**  
**7:00 P.M.**  
**Council Chambers**  
**Town Hall**  
**85 Union Street**

**Councilors Present:** W. David Watson, Stephen S. Walker, Suzan Wilson, John M. Perreault, Daniel E. Harris, Jane F. Millett, Sarah E. Brayman, Katherine E. Wilson, and John Richardson Jr.

**Councilors Absent:** None

**Town Staff Present:** John S. Eldridge, III, Town Manager; Elin M. Gould, Deputy Town Clerk; Steve Langsdorf, Town Attorney; Julie Henze, Finance Director; Anna Breinich, Director of Planning and Development; Dan Devereaux, Marine Warden; Terry Goan, Police Officer; and TV video crew

Chair Brayman called the meeting to order, asked the Clerk for roll call, acknowledged that the meeting was properly noticed, and led the Pledge of Allegiance.

**Adjustments to Agenda:** To take up Item #83 after Item #88

**CONSENT AGENDA** (*This item was discussed at 7:01 p.m.*)

- a) **Approval of the Minutes of July 20, 2015**
- b) **Approval of a Quitclaim Deed for property depicted at Map U15 Lot 124 Sub 000 Typ 000**

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

*(A copy of the Quitclaim Deed for Item CA-(b) will be attached to the official minutes.)*

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

There were no public comments.

**Correspondence** (*This item was discussed at 7:03 p.m.*)

Councilor K. Wilson received an email with concerns about bicyclists not obeying the rules of the road. She also received a concern about the condition of the pavement on Westminster Avenue; Manager Eldridge said the Public Works Director has responded to that person.

Councilor Walker has received concerns about the shabby condition of the split rail fence at the Town Commons and the playground on Longfellow Avenue. Manager Eldridge said they are waiting for an insurance payment from a fire that occurred at the playground.

**Committee Reports** (*This item was discussed at 7:07 p.m.*)

Councilor Perreault reported on the Social Services Policy Task Force.

Councilor Watson reported on the recent dedication of American Legion Post 20.

**MANAGER'S REPORT:**

**a) Nomination papers availability** (*This item was discussed at 7:12 p.m.*)

Manager Eldridge gave a reminder that nomination papers are due by September 4, 2015.

**b) Update on train idling and layover facility** (*This item was discussed at 7:13 p.m.*)

Manager Eldridge gave this update.

*(A copy of a memo from Manager Eldridge will be attached to the official minutes.)*

**c) Solarize Brunswick RFP online and webpage active** (*This item was discussed at 7:14 p.m.*)

Manager Eldridge announced the online presence of Solarize Brunswick.

**NEW BUSINESS**

Item 83 was taken up after Item 88.

**83. The Town Council will consider setting a public hearing for August 17, 2015, regarding "An Ordinance Authorizing the Planning, Design and Completion of Repairs to the Brunswick Junior High School and the Coffin Elementary School, the Acquisition of a 12 Classroom Modular Unit, and Site Work and Related Improvements, with Total Project Costs Not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs, and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs," and will take any appropriate action. (Manager)**  
*(This item was discussed at 7:40 p.m.)*

**Paul Perzanoski**, Superintendent of Schools, and **Paul Caron**, School Department Director of Facilities, gave a PowerPoint Presentation about the needs that led to the proposed Bond Ordinance.

**Lyndon Keck**, PDT Architects, talked about the age and state of the buildings.

*After a short recess, the meeting resumed at 8:18 p.m.*

A lengthy discussion followed the presentation. All nine Councilor asked questions and made comments. Responses were provided by Lyndon Keck, Architect, Paul Caron, Director of Facilities, School Board Chair William Thompson, and School Board member Rich Ellis.

Chair Brayman opened the floor to public comments.

**Richard Fisco**, 2 Lincoln Street, spoke against sending this bond ordinance to public hearing at this time.

**Councilor Perreault moved, Councilor Walker seconded, to set a public hearing for August 17, 2015, regarding “An Ordinance Authorizing the Planning, Design and Completion of Repairs to the Brunswick Junior High School and the Coffin Elementary School, the Acquisition of a 12 Classroom Modular Unit, and Site Work and Related Improvements, with Total Project Costs Not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs, and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs.”**

Councilor Perreault gave his reasons for supporting the School Board’s decision to move forward with this proposal.

Councilor Millett, Councilor Harris, Councilor K. Wilson, Councilor Richardson, Councilor Walker, Councilor Watson, Councilor S. Wilson, and Chair Brayman all gave their reasons against the proposal and setting a public hearing on it at this time.

**VOTE ON THE MOTION:**

**Councilor Perreault moved, Councilor Walker seconded, to set a public hearing for August 17, 2015, regarding “An Ordinance Authorizing the Planning, Design and Completion of Repairs to the Brunswick Junior High School and the Coffin Elementary School, the Acquisition of a 12 Classroom Modular Unit, and Site Work and Related Improvements, with Total Project Costs Not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs, and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed Twelve Million, Five Hundred and Fifty Thousand Dollars (\$12,550,000), Plus Other Authorized Costs.”**  
**The motion failed with one (1) yea. Opposed: Councilor Watson, Councilor Walker, Councilor S. Wilson, Councilor Brayman, Councilor Harris, Councilor Millett, Councilor K. Wilson, and Councilor Richardson.**

84. **The Town Council will consider accepting and expending a Safe Routes to School Crossings MDOT Grant in the amount of \$100,000, and will take any appropriate action. (Manager) (This item was discussed at 7:15 p.m.)**

Manager Eldridge explained this item.

**Rich Cromwell**, Bike and Pedestrian Advisory Committee Co-Chair, spoke about the process.

**Councilor K. Wilson moved, Councilor S. Wilson seconded, to accept and expend a Safe Routes to School Crossings MDOT Grant in the amount of \$100,000, with an additional town match of \$25,000.**

Councilor Perreault listed the four intersections that will be addressed by the grant.

**VOTE ON THE MOTION:**

**Councilor K. Wilson moved, Councilor S. Wilson seconded, to accept and expend a Safe Routes to School Crossings MDOT Grant in the amount of \$100,000, with an additional town match of \$25,000. The motion carried with nine (9) yeas.**

*(A copy of a letter and map from the Bike and Pedestrian Advisory Committee will be attached to the official minutes.)*

85. **The Town Council will consider accepting and expending the 2016 Shore and Harbor Planning Grant Award in the amount of \$15,900.00 for the Brunswick Mooring Field Opportunities project, and will take any appropriate action. (Councilor S. Wilson and Councilor Walker) (This item was discussed at 7:18 p.m.)**

**Councilor S. Wilson moved, Councilor Walker seconded, to accept and expend the 2016 Shore and Harbor Planning Grant Award in the amount of \$15,900.00 for the Brunswick Mooring Field Opportunities project.**

Councilor S. Wilson explained the background of this project and grant.

Councilor Perreault asked about the cost of the project. Councilor Wilson responded that the cost will not exceed the amount received from the grant.

**VOTE ON THE MOTION:**

**Councilor S. Wilson moved, Councilor Walker seconded, to accept and expend the 2016 Shore and Harbor Planning Grant Award in the amount of \$15,900.00 for the Brunswick Mooring Field Opportunities project. The motion carried with nine (9) yeas.**

*(A copy of the Harbor Planning Grant Award letter and Agreement to Purchase Services will be attached to the official minutes.)*

86. **The Town Council will consider accepting and expending a Coastal Community Grant for the Mare Brook Watershed and Community Engagement Project in the amount of \$47,925.00, and will take any appropriate action. (Councilor Walker) (This item was discussed at 7:23 p.m.)**

Councilor Walker explained this grant and the in-kind only match by the Town.

**Councilor Walker moved, Councilor S. Wilson seconded, to accept and expend a Coastal Community Grant in the amount of \$47,925.00 for the Mare Brook Watershed and Community Engagement Project. The motion carried with nine (9) yeas.**

*(A copy of the Coastal Community Grant award letter and project proposal will be attached to the official minutes.)*

87. **The Town Council will consider accepting ownership of property at Bay Bridge Landing from the MDOT, and will take any appropriate action. (Councilor Watson)** *(This item was discussed at 7:27 p.m.)*

Councilor Watson gave the background and history of the property.

**Councilor Watson moved, Councilor K. Wilson seconded, to accept ownership of the property, as described in the attached Governor's Deed, at the Bay Bridge Landing, from the State of Maine.**

Councilor Millett, Councilor K. Wilson, Councilor Perreault, and Councilor Walker asked questions, to which Councilor Watson and Manager Eldridge responded.

**VOTE ON THE MOTION:**

**Councilor Watson moved, Councilor K. Wilson seconded, to accept ownership of the property, as described in the attached Governor's Deed, at the Bay Bridge Landing, from the State of Maine. The motion carried with eight (8) yeas. Opposed: Councilor Perreault.**

*(A copy of a memo from Manager Eldridge, the previously recorded Deed of Conservation Easement, and the Governor's Deed, will be attached to the official minutes.)*

88. **The Town Council will consider appointments to the Town's Boards and Committees, and will take any appropriate action. (Appointments Committee)** *(This item was discussed at 7:38 p.m.)*

Councilor Millett made the following nominations:

Cable TV Committee

David Carpenter – reappointment for a term to expire 9/6/2018

Marine Resource Committee

Scott Hawkes – appointment as Commercial Harvester representative for a term to expire 5/1/2018

**The Council supported the nominations with (9) yeas.**

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

Town Council Minutes

August 3, 2015

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The meeting adjourned at 10:03 p.m.

PLEASE NOTE: THESE MINUTES ARE ACTION MINUTES. THE ENTIRE MEETING  
CAN BE VIEWED AT [WWW.BRUNSWICKME.ORG](http://WWW.BRUNSWICKME.ORG).

Elin M. Gould  
Deputy Town Clerk  
August 4, 2015

September 8, 2015

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Date of Approval

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Council Chair

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# CONSENT AGENDA - B BACK UP MATERIALS

85 Union Street  
Brunswick, Maine 04011



Telephone 207 725-6650  
FAX 207 725-6663

## Town of Brunswick, Maine

Incorporated 1739

Assessing Department

[www.brunswickme.org](http://www.brunswickme.org)

### MEMO

TO: John Eldridge, Town Manager  
Town Council Members

FROM: Cathleen M. Jamison, Assessor

DATE: August 3, 2015

SUBJECT: Abatement

It has recently come to my attention that Brendon Augustine D/B/A Augustine Interiors was assessed for personal property for the 2012 & 2013 tax years in error. Recent notification states that Augustine Interiors moved to North Yarmouth in October 2011. Therefore, I am requesting that the Town Council grant abatements under Title 36 M.R.S.A § 841(1) for the 2012 & 2013 tax years as follows:

<u>Year</u>	<u>Assessment</u>	<u>Tax</u>
2012	8,100	\$201.69
2013	7,600	\$201.70

If approved, please complete and forward to the Tax Collector to process the abatement:

Presented to Town Council (date): \_\_\_\_\_

Approved by Town Council (date): \_\_\_\_\_

Town Clerk attestation: \_\_\_\_\_

# CONSENT AGENDA - C BACK UP MATERIALS

## MEMORANDUM

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TO: John Eldridge, Town Manager  
FROM: John A. Foster, Director, PWD  
DATE: August 21, 2015  
SUBJECT: Utility Location Permit & Utility Easement

Attached, for presentation to the Town Council is one application for a Utility Location Permit and a utility Easement received from Maine Natural Gas.

Easement, Town Hall Place Maine Natural Gas is seeking an easement to install a 2" natural gas main within the Municipal parking lot between the Central Fire Station and "Cool as a Moose". The easement will extend an existing easement about 50 feet to the right of way line of Town Hall Place.

In application ULP 2015-02, Town Hall Place Maine Natural Gas seeks authorization to install a 2" gas main from the northerly sideline of Town Hall Place across Town Hall Place, thence easterly about 40 feet to a point in front of #9 Town Hall Place. Approximately 70 feet of 2" gas main.

Brunswick Public Works Department has no objection to these underground utility lines as proposed, providing it is approved subject to the following conditions:

1. The final location governed by the utility location permit is subject to adjustment, as determined necessary by the Town Engineer, to provide adequate clearance from any underground facilities located by field verification by each utility.
2. All work is subject to compliance with the Town's Street Opening and road restoration requirements.

## EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS That the Town of Brunswick, a municipality in the State of Maine (the "GRANTOR"), in consideration of One Dollar, (\$1.00) and other valuable consideration, paid by Maine Natural Gas Corporation, a Maine corporation having a mailing address of 9 Industrial Parkway, PO Box 99, Brunswick, ME 04011 (the "GRANTEE"), the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey, unto the GRANTEE a permanent and perpetual easement (the "Easement") for the purpose of constructing, installing, maintaining, operating, replacing, reconstructing, abandoning or removing a pipeline, which pipeline shall be and remain the property of GRANTEE, for the transmission and distribution of natural gas over, under and across a portion of land of GRANTOR situated in the Town of Brunswick, County of Cumberland, State of Maine described in a deed to the Inhabitants of the Town of Brunswick dated June 17, 1869 and recorded in the Cumberland County Registry of Deeds in Book 368, Page 570 and in a deed to the Inhabitants of the Town of Brunswick dated October 16, 1869 and recorded in said Registry of Deeds in Book 372, Page 417. Said portion of land, hereinafter being referred to as "EASEMENT AREA A", is more particularly described as follows:

Being a strip of land six (6) feet in width as measured from the centerline of said pipeline to be located in lands of GRANTOR now used as a municipal parking lot which lands are generally bordered by Cumberland Street, Maine Street, Pleasant Street and Union Street, reference deeds recorded in the Cumberland County Registry of Deeds in Book 2173, Page 145, in Book 2838, Page 64, in Book 372, Page 417 and in Book 368, Page 570. Said "EASEMENT AREA A" is bounded to the north by the southerly terminus of a six-foot wide easement from GRANTOR to GRANTEE dated October 8, 2009 recorded in said Registry of Deeds in Book 27345, Page 248 and shown on a plan attached to said deed entitled "Exhibit A, Maine Natural Gas, Gas Main Inventory Mapping, Brunswick, Maine, Gas Main Easement, Town Hall Place" ("Prior Easement") and bounded to the south by a public way now known as Town Hall Place. Said "EASEMENT AREA A" being as depicted and extending the Prior Easement as shown on a plan entitled "Figure :1, Easement Exhibit, Maine Natural Gas Corporation & Town of Brunswick, Town Hall Place, Brunswick, Cumberland County, State of Maine", dated July 2015, a copy of which is attached hereto as "Exhibit A".

The Easement includes, and the GRANTEE shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted including, but not limited to, the right to remove any obstructions which might interfere with the use of the Easement.

Provided, however, that any damage to the property of the GRANTOR, caused by the GRANTEE in the exercise of the rights under the Easement shall be the responsibility of the GRANTEE and shall be repaired no later than thirty (30) days from the date of said damage.

GRANTOR shall not excavate, fill or place structures on the Easement Area without obtaining GRANTEE's prior written consent.

If the location of the Easement interferes with the GRANTOR's use and enjoyment of his property, then upon the request by the GRANTOR, GRANTEE shall remove the pipe and relocate the Easement so that it would not interfere with the GRANTOR's use of GRANTOR's property, in which case GRANTOR shall designate another replacement Easement Area on said property within which GRANTEE shall have all rights herein granted in order to allow for the extension of the Prior Easement.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of GRANTEE to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar GRANTEE from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

The GRANTOR understands and agrees that the person securing the grant is without authority from GRANTEE to make any agreement with respect to the subject matter not herein expressed.

IN WITNESS WHEREOF GRANTOR has signed this instrument this \_\_\_ day of \_\_\_\_\_, 2015.

GRANTOR:

TOWN OF BRUNSWICK

\_\_\_\_\_  
Witness

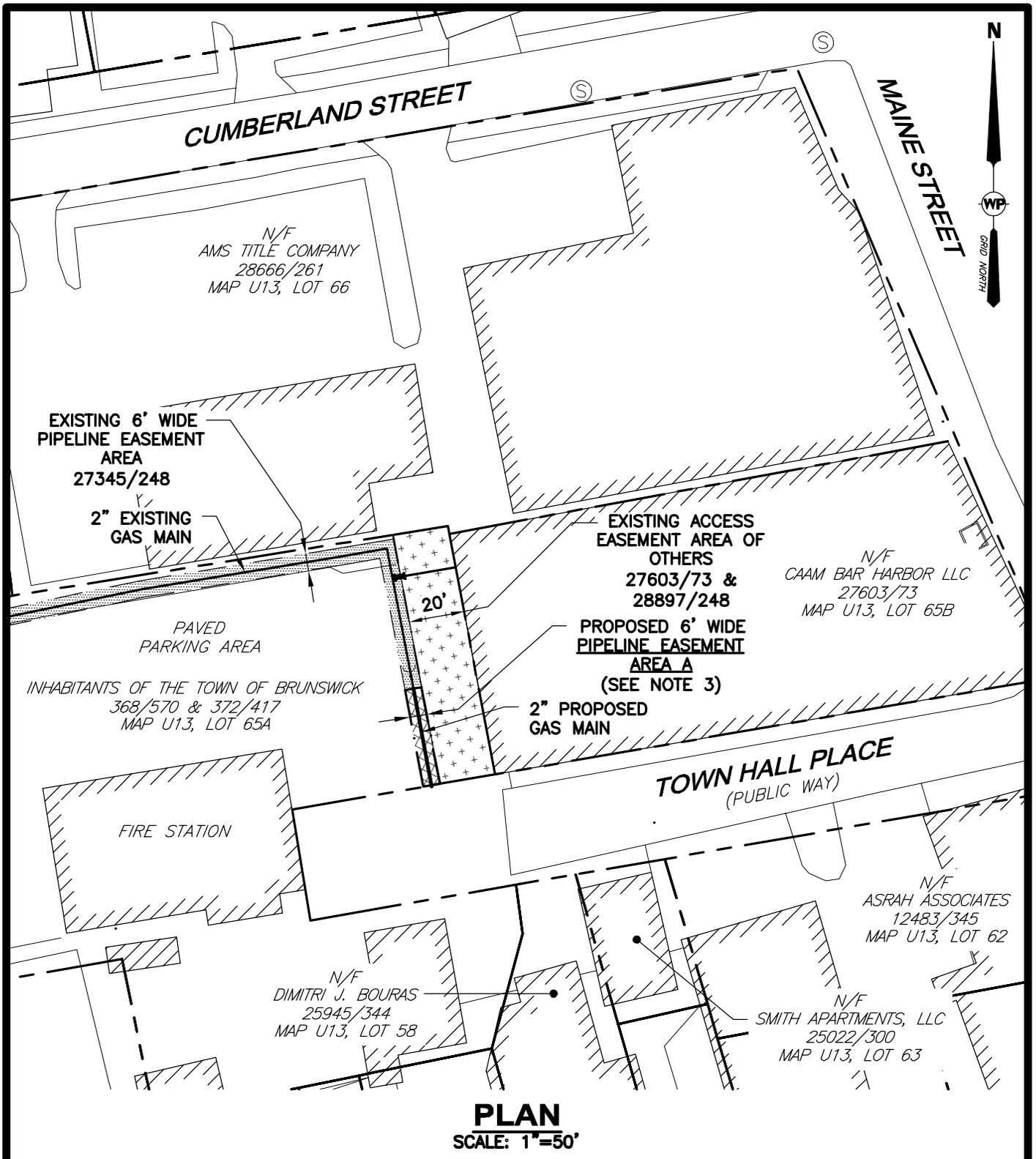
By: \_\_\_\_\_  
Name:  
Its:

STATE OF MAINE

County of Cumberland, ss. \_\_\_\_\_, 2015

Personally appeared the above-named \_\_\_\_\_, \_\_\_\_\_ for the Town of Brunswick, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



**NOTES:**

- BOUNDARIES SHOWN ARE APPROXIMATE, ARE BASED ON BRUNSWICK TAX MAP U13, PLANS AND DEEDS OF RECORD AND HAVE NOT BEEN VERIFIED BY WRIGHT-PIERCE. NO FIELD WORK HAS BEEN PERFORMED BY WRIGHT-PIERCE IN THE PREPARATION OF THIS EXHIBIT.
- PROPERTY OWNERS NAMES AND DEED BOOK AND PAGE REFERENCES ARE TAKEN FROM TOWN OF BRUNSWICK ASSESSORS RECORDS. DEED BOOK AND PAGE REFERENCES SHOWN ARE AS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS.
- THE LOCATION OF PIPELINE EASEMENT AREA A SHOWN IS PROPOSED - THE ACTUAL EASEMENT AREA IS TO BE SIX FEET WIDE CENTERED ON THE INSTALLED LOCATION OF THE GAS PIPELINE.

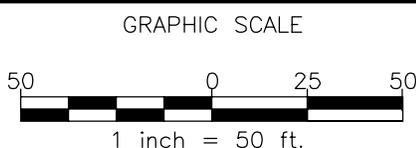
**PLAN REFERENCES:**

- "PROPERTY SURVEY OF W.F. SENTER CO, PROPERTY, MAINE, CUMBERLAND, PLEASANT STREETS & TOWN HALL PLACE, BRUNSWICK, MAINE FOR ALFRED M. SENTER BRUNSWICK, MAINE", DATED JUNE 29, 1979, RECORDED IN CCRD IN PLAN BOOK 124, PAGE 1.
- "PROPERTY PLAN OF MAINE STREET TOWN HALL LOT, BRUNSWICK, MAINE", DATED JANUARY 11, 1960, RECORDED IN CCRD IN PLAN BOOK 55, PAGE 57.

**LEGEND**

---	PROPERTY LINE
- . - . - .	PROPOSED EASEMENT LINE
N/F	NOW OR FORMERLY
Map U13, Lot 66	TOWN OF BRUNSWICK TAX MAP & LOT NUMBER
CCRD	CUMBERLAND COUNTY REGISTRY OF DEEDS
Book 368, Page 570	DEED BOOK & PAGE FILED AT CUMBERLAND COUNTY REGISTRY OF DEEDS
±	MORE OR LESS
[Hatched Box]	EXISTING PIPELINE EASEMENT AREA
[Cross-hatched Box]	PROPOSED PIPELINE EASEMENT AREA
[Dotted Box]	EXISTING ACCESS EASEMENT AREA OF OTHERS

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**EASEMENT EXHIBIT**

**MAINE NATURAL GAS CORPORATION & TOWN OF BRUNSWICK**

**TOWN HALL PLACE BRUNSWICK, CUMBERLAND COUNTY, MAINE**

PROJ NO: **70871**  
 DATE: **JULY 2015**

FIGURE:  
**1**

**Town of Brunswick  
Public Works Department**

***Application for Utility Location Permit***

DATE August 6, 2015

Permit Number: ULP2015-02  
(to be provided by Town)

Maine Natural Gas and \_\_\_\_\_  
(Name of Utility) Joint Utility Name (if applicable)

duly authorized under the laws of the State of Maine to construct, maintain and  
operate a natural gas distribution system  
(Type of Utility)

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

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

Name of Street: Town Hall Place  
Starting Point: Private Easement with Town of Brunswick End Point: #9 Town Hall Place

Maine Natural Gas proposes to install a 2-inch High Density Polyethylene (HDPE) gas main. The proposed gas main extension will be from a private easement with the Town of Brunswick located in front of the Fire Station and extend to in front of #9 Town Hall Place. The gas main will be located inside the roadway. Maine Natural Gas will work with utilities and relocate main as necessary.

Minimum Depth of Cover 36" (if applicable) Maximum PSI 60 (if applicable)

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

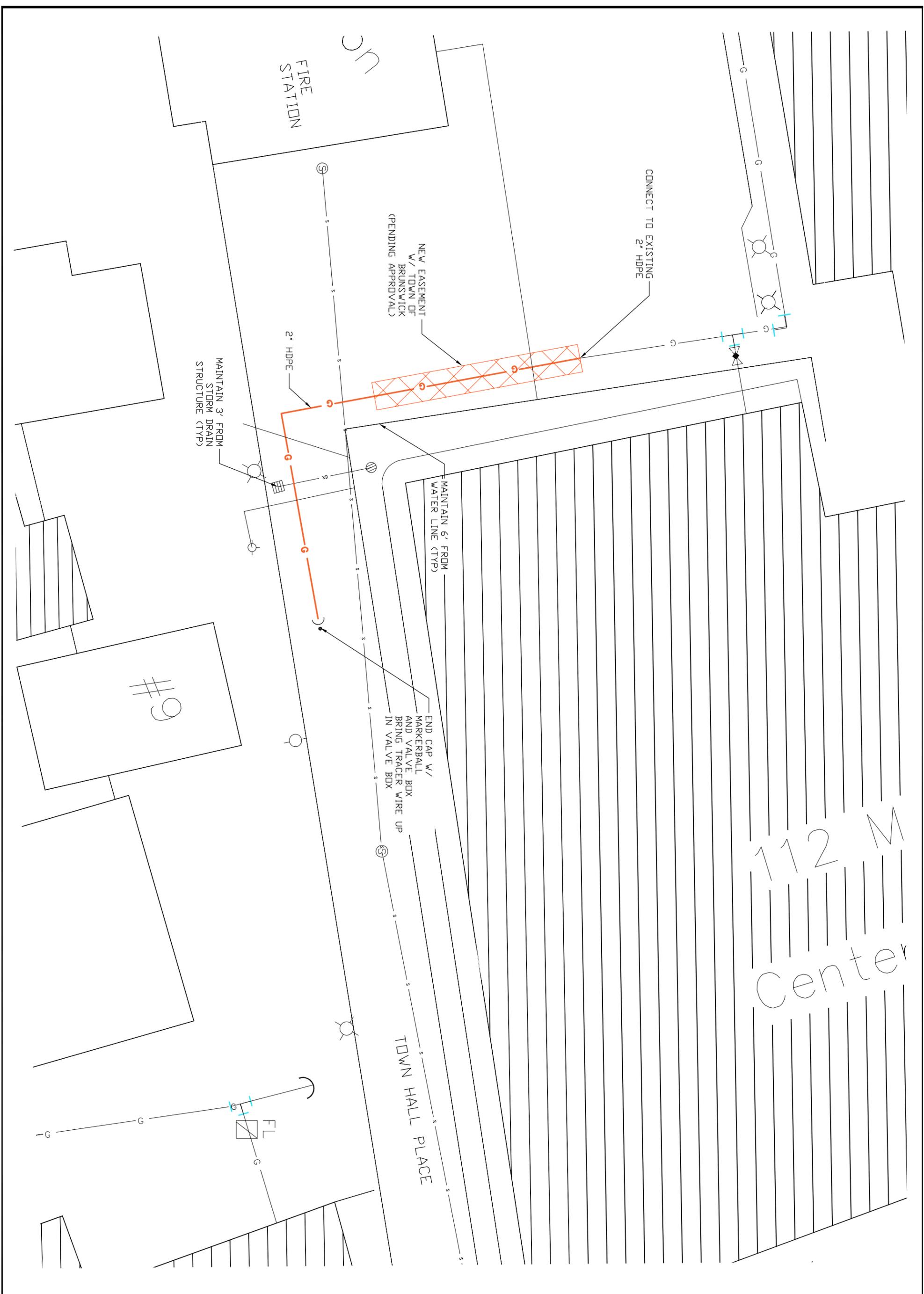
The text of this application  will  will not be published\*: Publish Date: \_\_\_\_\_

Name of Newspaper: \_\_\_\_\_

Signature of Utility: 

Print Name and Title: Sheena Bitetti – Gas Engineer

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



DRAWING  
 C-1  
 MAINE NATURAL GAS  
 GAS MAIN INVENTORY MAPPING  
 BRUNSWICK, MAINE  
 TOWN HALL PLACE MAIN LINE EXTENSION



DRAWN BY: SMB  
 CHECKED BY:  
 DATE: 08/03/2015  
 APPROVED BY:  
 DATE:  
 BOOK NO.:  
 PROJECT NO.: 15.1201  
 SCALE: NTS

NO	SUBMISSIONS/REVISIONS	APP'D	DATE
1	PERMITTING		8/3/15

PLOTTED 8/3/2015

# CONSENT AGENDA - D BACK UP MATERIALS



**Town of Brunswick, Maine**  
Incorporated 1739

HUMAN RESOURCES DEPARTMENT

JESSICA B. FACTOR, HUMAN RESOURCES MANAGER

85 UNION STREET  
BRUNSWICK, ME 04011  
TELEPHONE 207-725-6653  
FAX # 207-725-6663

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**MEMORANDUM**

**To:** Brunswick Town Council Members

**From:** Jessica Factor, Human Resources Manager *Jessica Factor*

**Date:** August 28, 2015

**RE:** **Maine Municipal Association Fall Safety Grant**

“The Maine Municipal Association Safety Enhancement Grant Program provides financial incentives to members of the MMA Workers Compensation Fund to purchase safety equipment or services that assist in reducing the frequency and severity of workplace injuries. The program will match an investment on a 2:1 ratio basis. Interested municipal members must submit an application form with the description and intended purpose of the safety equipment or service. The deadlines for the Safety Enhancement Grants are April 30 and September 30 of each year.”

The information above is derived from the Maine Municipal Association website and provides an overview of MMA's bi-annual safety grant process. This memo will provide information describing one of the two possible grants, of which the Town's Safety Committee wishes to submit with your approval. This request would be submitted prior to the established deadline of September 30<sup>th</sup>.

This grant application is towards the purchase of two new office chairs. One chair is for the Planning and Development department; the other for the Town Clerk's office. Both departments have reserved the remaining 1/3 of the respective cost, if the safety grant is awarded.

Both Town Hall departments, as noted, are in need of replacement chairs (one petite, one regular). The replacement of the existing chairs is due to ongoing wear and tear over time, which has greatly minimized the ergonomic benefit. This furthers the risk of injury if not replaced. To provide the most adjustable settings for the respective users; we wish to purchase

two Hon 7700 series high performance chairs. This model has provided a strong ergonomic benefit for employees, as noted in prior use by other Town employees.

Both the regular and petite models cost approximately \$500 each (including adjustable arms). With a potential safety grant match of 2:1; the eventual cost from each respective department would be approximately \$170.00 each.

Thank you for your consideration of this request.

Attachment: Catalog Photo/Cost

Shown with optional  
height & width adjustable arms



**7700 Series  
High Performance  
Multi-Task Chair**



- Swivel tilt
- Asynchronous control
- Seat glide
- Frame: Black
- Seat height: 16¼" to 21¼"



Item Number	Upholstery	Price
HON-7708AB10T	Black	439.95
HON-7708AB12T	Gray	439.95
HON-7708AB62T	Burgundy	439.95
HON-7708AB90T	Blue	439.95

Item Number	Color	Price
-------------	-------	-------

**OPTIONAL ADJUSTABLE HEIGHT ARMS – Pair**

HON-7795	Black	69.95
----------	-------	-------

**OPTIONAL HEIGHT & WIDTH ADJUSTABLE ARMS – Pair**

HON-HW103T	Black	72.95
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AB10-Black



AB12-Gray

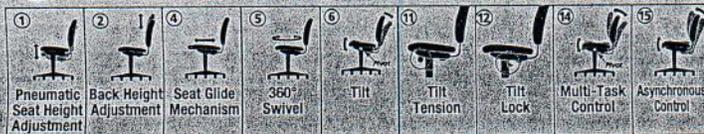


AB62-Burgundy



AB90-Blue

**1** This symbol represents chair features/functions.  
See page 708 for reference chart.



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UP-AND-RUNNING!

# CONSENT AGENDA - E BACK UP MATERIALS

# Town of Brunswick, Maine

Incorporated 1739

Brunswick Fire Department

"Working Today for a Safer Tomorrow"



KEN BRILLANT, CHIEF  
JEFF EMERSON, DEPUTY CHIEF  
DONALD KOSLOSKY, DEPUTY CHIEF



21 TOWN HALL PLACE  
BRUNSWICK, ME 04011  
TELEPHONE 207-725-5541  
FAX # 207-725-6638  
[WWW.BRUNSWICKME.ORG](http://WWW.BRUNSWICKME.ORG)

---

To: John Eldridge, Town Manager

From: Don Koslosky, Deputy Chief

Ref: MMA Grant request

Date: August 25, 2015

The Fire Department is looking for permission to apply for a grant through Maine Municipal Association Safety Enhancement Grant for the amount of \$3,500.00. This grant is 2/3 matching, with up to \$2,000.00 reimbursement through MMA.

Brunswick Fire Department is looking to purchase twenty sets of wild land firefighting pants for use during wild land response. The gear is used daily by our department on brush fire responses. Once awarded the grant, we have one year to expend the funds. The money for the gear is already budgeted, as we replace a yearly basis.

The goal is to help reduce injuries by providing the right gear that meets NFPA 1977 standard for protective clothing for wild land firefighting. The addition of these wild land pants will lessen the potential for injuries by providing the right protection when fighting forest fires. They are lighter, less cumbersome, which will give more agility to the firefighter when fighting these types of fires. Currently our Firefighters have to wear structural gear on Brush fires. This creates high heat issues and endangers the health of our Firefighters.

---

# CONSENT AGENDA -F BACK UP MATERIALS

To: John Eldridge, Manager

From: Ken Brilliant, Fire Chief

Ref: EMP Grant

Date: 8-20-15

I'm requesting permission to submit an application for this year's Emergency Management Planning Grant. We have been the recipient of this grant funding for the past eight years. The grant previously would roll over from year to year, but new requirements require us to re-submit annually. The focus of this program is to develop and enhance local emergency management capacity. This includes such functions as planning, training, exercises, public outreach and enhancement and upkeep of facilities and equipment.

The EMP grant requires a 50% match, which can be cash or in kind (donated time or resources, or related costs paid out). We have been using the ARES/ CERT team training as our in kind match.

The grant request would cover the following:

1. 15% of the Fire Chief's salary and benefits or approximately 6 hours per week
2. Related Communications expenses. (Phones and Wireless MIFI)
3. Miscellaneous emergency supplies

Our request is for approximately \$21,800 with an in kind match of approximately \$41,080.

Correspondence

**BACK UP MATERIALS**



## BRUNSWICK SCHOOL DEPARTMENT

PAUL K. PERZANOSKI  
*Superintendent of Schools*

GREGORY J. BARTLETT  
*Assistant Superintendent*

Office of the Superintendent  
46 Federal Street  
Brunswick, Maine 04011  
Telephone (207) 319-1900  
FAX (207) 725-1700

PAUL W. AUSTIN, JR.  
*Director of Student Services*

JAMES F. OIKLE  
*Business Manager*

August 19, 2015

Mr. John Eldridge  
Town Manager  
Brunswick Town Hall  
85 Union Street  
Brunswick, ME 04011

Dear Mr. Eldridge:

At the August 12, 2015 School Board meeting I was directed to compose written correspondence to you and the Town Council concerning moving forward with the greatly needed repair project of Coffin Elementary and Brunswick Junior High School. I believe that you were in attendance and heard the request.

Specifically the School Board requests from the Town Council consensus of the portions of our repair proposal deemed not necessary and why; the amount of capital available to the School Board for immediate repairs without going to referendum; the information the Town Council has collected that show support for a new school that is locally funded; the amount of capital available to the School Board to continue the services of Portland Design Team; the expectations of the Town Council as to the effect on our operational budget when the debt service of a new school comes due; and the names and profession of those professionals that you consulted before you took the vote not to send our proposal to the public on August 3, 2015. The School Board also requests the debt repayment schedule that you have been referring to in our discussions so that everyone is on the same page. It is my understanding that you have spreadsheets on our cost estimates in EXCEL which you can share with the Council.

We request a joint meeting of the School Board and the Town Council on site so that we can review firsthand the information that you will present us as well as rationale for our original request.

Since this effort needs special attention and adds to the work load of both boards may we suggest the first meeting be held at Coffin Elementary School at 9:00 a.m. on Saturday, September 12, 2015 with further meeting dates placed on that agenda for discussion and consensus. The School Board has requested a time limit for discussion and decision making and would expect this process to conclude by November 7, 2015.

Mr. John Eldridge  
August 19, 2015  
Page 2

In the interim we will be applying to the Maine Department of Education for School Revolving Renovation Funds for both schools. This fund provides loans up to one million dollars per school to finance project expenditures with a portion forgiven based on the district's free and reduced lunch prevalence.

Please contact me with any questions that you may have regarding the aforementioned requests. Thank you for your consideration in this matter.

Sincerely,



Paul K. Perzanoski  
Superintendent

c: School Board  
BSD Administration  
Press



# TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

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

ANNA M. BREINICH, FAICP  
DIRECTOR OF PLANNING & DEVELOPMENT

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

August 5, 2015

Memo to: Brunswick Town Council  
John Eldridge, CPFO, Town Manager

From: Anna Breinich, FAICP *AMB*

Subject: Planning Board Special Permit Approval: Grace Reformed Baptist Church

On August 4, 2015, the Planning Board voted unanimously of those present (5-0) to approve a Special Permit application submitted by Micah Renihan representing Grace Reformed Baptist Church, on behalf of the property owner, Northern New England District, Council of Assemblies of God, to reestablish a religious institution onsite as a use by Special Permit. The property is located at 34 Grover Lane, in the Country Residential 1 (CR1) Zoning District (Assessor's Map 41, Lot 23A). A Special Permit is required for this use. Prior to occupying the site, the applicant will ensure that the proposed facility complies with all applicable codes and ordinances. No additional changes to the site are proposed at this time.

Section 701.1.G of the Zoning Ordinance gives the Town Council 30 days from the day the Planning Board approves the Special Permit to exercise jurisdiction over the application. If the Council decides to exercise jurisdiction by a majority vote of the Council at a public meeting, it shall hold a public hearing and may ratify, reverse or modify the decision of the Planning Board. If the Council does not decide to exercise jurisdiction over the Special Permit application, the Planning Board's decision will take effect after 30 days from the date of approval.

Attached to this memo are the Special Permit Findings of Fact approved by the Planning Board on August 4, 2015.

cc: Charlie Frizzle, Chair, Planning Board  
Jeff Hutchinson, Codes Enforcement Officer  
Micah Renihan

**Approved Findings of Fact  
Special Permit (Section 701)  
Grace Reformed Baptist Church  
Planning Board Approval Date: August 4, 2015**

**Project Name:** Grace Reformed Baptist Church Special Permit  
**Case Number:** 15-034  
**Tax Map:** Map 41, Lot 23A  
**Zoning District:** Country Residential 1 (CR1)  
**Applicant:** Micah Renihan  
2 Store Road  
Bowdoin, ME 04287

*Staff has reviewed the Special Permit application and has determined it to be complete.*

**PROJECT SUMMARY**

**Public Hearing:** Case #15-034 - Grace Reformed Baptist Church Special Permit - The Board will hold a public hearing then review and take action regarding a **Special Permit** application submitted by Micah Renihan, on behalf of the Northern New England District, Council of Assemblies of God, requesting approval to reestablish a religious institution use onsite as a use by Special Permit. The property is located at 34 Grover Lane, in the **Country Residential 1 (CR1) Zoning District. (Assessor's Map 41, Lot 23A).**

The existing structures were originally used as a religious institution, a permitted use when established in 1986, and then later changed to an educational use in 2010. It is unknown when the current owner, Northern New England District, Council of Assemblies of God, reestablished a religious institution as no change of use/Special Permit was granted. A Special Permit is now required to lawfully reestablish a religious institution use in the Country Residential 1 Zoning District by the Grace Reformed Baptist Church. Prior to occupying the site, the applicant will ensure that the proposed facility complies with all applicable codes and ordinances. No additional changes to the site are proposed at this time.

The parcel is located within the town's designated rural area.

**APPROVED MOTION:**

**Motion 1:** That the Special Permit application is deemed complete by the Planning Board.

**Review Standards from Special Permits Section 701.2 of the Town of Brunswick Zoning Ordinance**

The following standards set forth herein shall be applied, where applicable, by the Planning Board when considering an application for Special Permit. The burden of proof of compliance with these standards rests solely with the applicant.

**A. The application shall further the planning goals of the Planning Area (Appendix I) in which the property is located, as follows:**

## **A2.1 Rural Residential Planning Areas**

1. The purpose of the Rural Residential Planning Area is to allow low-density residential and compatible nonresidential uses in rural areas where agriculture is not the predominant use. Small-scale commercial uses are encouraged where they will not adversely affect nearby residential uses. High-impact and large-scale commercial uses are discouraged.
2. Rural Residential Planning Areas include the following zoning districts: Country Residential (CR) and MU1 (Lower Old Bath Road) Districts.

*The proposed religious institution is within Country Residential 1 Zoning District and is a compatible nonresidential use for the location. The site has served as a religious institution from 1989-2010 at which time the use changed to a permitted use, an educational facility. It is bordered by the Androscoggin River Bike Path and Route 1 to the south and west, and residential uses to the east and north.*

*The Planning Board finds the proposed use furthers the planning goals of the Rural Residential Planning Area.*

- B. The application is compatible in scale to its surroundings. In making this finding, the Planning Board shall consider the size and mass of buildings where new structures are being proposed, the number of employees, residents or customers, and the size and number of vehicles servicing the use. Notwithstanding the foregoing, when the Special Permit is proposed for a pre-existing structure, the Planning Board may find that the proposed use is compatible with its surroundings, even though it is out of scale and design with such surrounding properties if the applicant can demonstrate that the proposal will achieve mutual benefits without compromising any of the standards found in this ordinance.**

*The proposed use will be housed in the existing structures onsite, totally 7,362 square feet, and are compatible in scale to its surroundings. Up to 3 employees will be onsite. Anticipated peak demand during Sunday services is estimated to be between 40-70 persons. No increase in parking is proposed.*

*The Planning Board finds that the use will remain compatible with the scale of its surroundings.*

- C. The application is harmonious in design to its surroundings. In making this finding, the Planning Board shall consider building and window proportions, roof-lines, spacing of doors and windows, as well as orientation to public streets.**

*No new buildings are proposed at this time and the existing structures are harmonious in design to its surroundings.*

*The Planning Board finds the application is harmonious in design and compatible to the surrounding area.*

- D. The application further maintains or enhances a pedestrian-oriented character in planning districts where such character is encouraged.**

*There are no sidewalks in the area. The Androscoggin River Bike Path abuts the site and provides pedestrian and bicycle connectivity to the religious institution and downtown neighborhoods. Prior congregations had a shared parking arrangement with the Town of*

*Brunswick for use by Bike Path users except during specified times for church services. The Town requests a similar parking arrangement be established with the new property owner.*

*Although not specifically encouraged in this planning area, the Planning Board finds that the application maintains a pedestrian-oriented character with access to the well-established Bike Path.*

**E. The application will not violate any standard of this Ordinance.**

*The Special Permit use does not violate any standard in the Zoning Ordinance. No site changes are proposed at this time.*

*The Board finds that the application will not violate any standard in the Zoning Ordinance.*

**Notwithstanding the foregoing, the Planning Board shall deny an application for a Special Permit if, in its determination, substantive, objective evidence from one or more persons entitled to notice is presented that reasonably demonstrates that:**

- 1. The proposal will adversely affect the enjoyment or use of that person's property**
- 2. The proposal will devalue such property**

*The Board finds that no person entitled to notice has presented substantive, objective evidence reasonably demonstrating that the proposed development will adversely affect the enjoyment of that person's property or that it will devalue such property.*

**APPROVED MOTION**

**Motion 2:**     That the Special Permit is approved with the following condition:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, their representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

**Planning Board Denial of Special Permits**

If the Planning Board denies an application for Special Permit, the Planning Board's decision is not subject to any appeal. However, the applicant may apply to the Town Council for a zoning amendment as provided for by Section 108 of the Town of Brunswick Zoning Ordinance.

# Brunswick Maine



34 GROVER LN



This map was generated by the Town of Brunswick's online GIS. This information has been compiled from various public and private sources. While every attempt has been made to provide accurate information, neither the municipality nor the service host guarantee the accuracy of information provided herein.

Map generated on: 8/5/2015

CC2-50

# MANAGER'S REPORT - A BACK UP MATERIALS

# BRUNSWICK PARKS & RECREATION DEPARTMENT

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## MEMORANDUM

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To: John Eldridge, Town Manager  
From: Peter Baecher, Parks and Facilities Manager/Town Arborist  
Date: August 28, 2015  
Subject: Donation of granite bench  
CC: Tom Farrell, Director of Parks and Recreation

---

John,

I would like to ask for Town Council permission to accept a donation from Monique Ford and her relatives for the purchase and installation of a granite bench at Mill Street Canoe Portage. The bench will be a grey granite kidney-shaped bench similar to many other benches we have accepted and placed in locations at the Bike Path and Mill Street canoe Portage.

I have attached a copy of the letter from Ms. Ford and the quote from Swenson Granite to this memo. I have received a check for \$1,105.65 to fund the purchase and delivery of the bench.

We would be pleased to accept this donation and ask for authorization to accept this gift.

Please contact me if you have any questions.

*Thanks,  
Peter*

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# MANAGER'S REPORT - B BACK UP MATERIALS

## Leg Work: Bath and Brunswick earn national designation of Bicycle Friendly Community

[pressherald.com/2015/08/16/legwork-bath-and-brunswick-the-only-towns-in-maine-to-earn-the-national-designation-bicycle-friendly-community/](http://pressherald.com/2015/08/16/legwork-bath-and-brunswick-the-only-towns-in-maine-to-earn-the-national-designation-bicycle-friendly-community/)

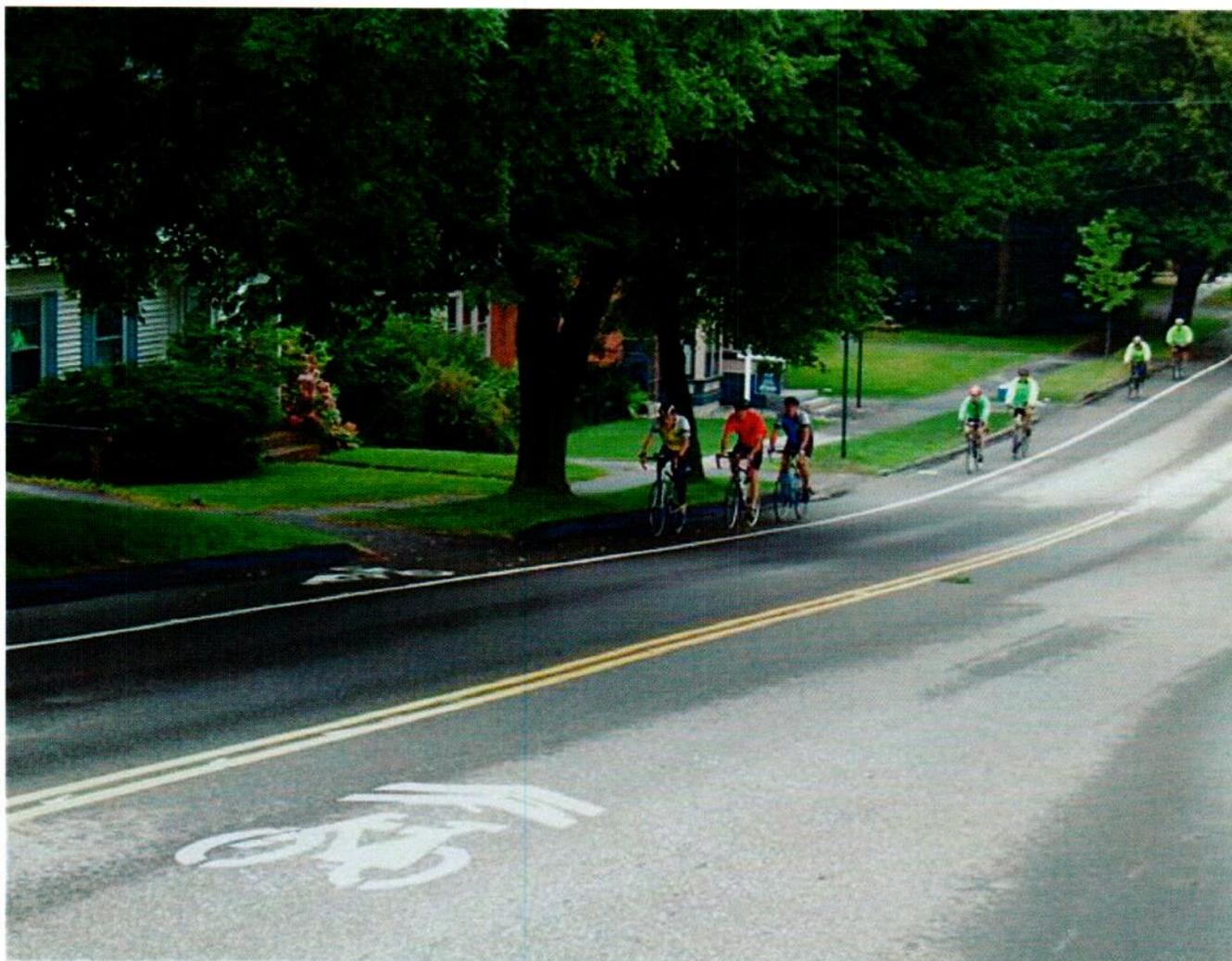
By SHOSHANA HOOSE

William Wilkoff marks the changing attitudes toward bicycling in Brunswick by looking at his own family. When his children were in elementary school a generation ago, they pooh-poohed the idea of commuting by bike. "Dad," they told him, "No one does that!"

Now, two of his grandchildren bike regularly to Harriet Beecher Stowe Elementary School, and they have lots of company. One day last June, nearly a quarter of the students arrived on bike.



Signs in Brunswick notify motorists to give at least 3 feet of clearance when passing bicyclists. Courtesy photo



Courtesy photo Bicyclists use a new bike lane on Federal Street in Brunswick.

### **BRINGING HOME THE BRONZE**

**THE LEAGUE OF AMERICAN BICYCLISTS** has identified 350 Bicycle Friendly Communities throughout the country. Communities apply by providing detailed descriptions of everything from the amount of bicycle parking in town to the miles of bike lanes, number of bicycle crashes and the percentage of bicycle commuters.

**COMMUNITIES MAY BE** awarded honorable mention status, or they may receive designation at five levels, from bronze (the lowest) to diamond (the highest). Both Brunswick and Bath qualified for the bronze level. The league suggested ways each community could improve bicycling conditions.

**TO KEEP THE DESIGNATION**, communities must reapply every four years. Learn more at [www.bikeleague.org](http://www.bikeleague.org).

Search photos available for purchase: [Photo Store](#) →

Wilkoff, who co-chairs the Brunswick Bicycle & Pedestrian Advisory Committee, describes the change as “dramatic and heartening.”

Brunswick’s efforts to encourage bicycling helped it become Maine’s first nationally recognized Bicycle Friendly Community in 2005. A decade later, Brunswick and neighboring Bath are the only communities in the state to achieve that designation from the League of American Bicyclists. Their efforts to improve bicycling also have created better conditions for pedestrians and people with disabilities.

There's nothing particularly flashy about the area that advertises it as a bicycling hot spot. But look closely, and you will see many small signs of progress.

Brunswick recently added a bike lane and sharrows on Federal Street, which runs parallel to the main business district. (Sharrows are pavement markings alerting motorists that bicyclists can ride in the full lane.) The Federal Street improvements are part of a larger effort to provide cyclists and pedestrians with safer access to downtown.

Several crashes involving cyclists led Brunswick police to step up enforcement of Maine's 3-foot law. Brunswick was the first community in Maine to post signs notifying motorists about the law, which requires them to give at least 3 feet of clearance when passing bicyclists.

One day each spring, Brunswick's Walmart parking lot is transformed into a bicycle safety course. Children hone their biking skills, get safety checks for their bicycles and get fitted for free bicycle helmets provided by the Rotary Club.

Bicycle-pedestrian committee members helped identify the safest routes for children to bike or walk to local schools. The town is installing flashing lights at four key crosswalks along those routes. Every student at Harriet Beecher Stowe Elementary School takes a bicycle safety class each year.

Bath's citywide effort to improve bicycling began about six years ago.

Among the ideas launched there was a Get Back on Your Bike class for adults who knew how to ride but had stopped doing so. Students from their 40s to 70s reviewed rules of the road, learned about bicycle maintenance and took practice rides together.

Perhaps Bath's most significant achievement was adoption of a Complete Streets policy earlier this year.

The policy ensures that the needs of cyclists, pedestrians and people with disabilities are considered whenever Bath undertakes a road project. The benefits of Complete Streets are taking shape on North Street, as the city narrows vehicle lanes, installs new sidewalks and paints sharrows.

I recently met with Kevin Shute, chair of Bath's Bicycle and Pedestrian Committee, and Rich Cromwell, co-chair of the Brunswick bicycle-pedestrian committee. Here is some advice, gleaned from their experiences that could help other communities improve cycling conditions.

- Gather a dedicated group of people to work on bicycle and pedestrian issues. Seek support from local businesses, land trusts, health organizations and other partners.

Bath and Brunswick are fortunate to have a local bicycle club, the Merrymeeting Wheelers, that pitches in on lots of projects. Club members conduct bikeability audits of Brunswick streets to identify maintenance needs. They helped rebuild Bowdoin College's old bicycle racks and install others throughout Brunswick. In Bath, the club paid for and installed signs about the three-foot law.

- Create a plan for bicycle and pedestrian improvements, and review it regularly. Tell the community what you've accomplished.

- Involve local officials. Bath's police chief and a city councilor both serve on the city's bicycle-pedestrian committee. The directors of public works, planning and development, and parks and recreation all attend meetings regularly. That helps keep them abreast of major issues involving cycling.

- Tap all available grants, technical help and other resources.

- Learn from your mistakes, and try a different approach.

Brunswick's bicycle-pedestrian committee "got slapped down pretty hard" when it tried to win approval for bicycling improvements on Maine Street, in the middle of downtown, Cromwell said. Business owners objected strongly to losing parking spaces, he said.

In retrospect, Cromwell believes that business owners should have been consulted earlier about the project. The committee decided to shift its efforts to two streets running parallel to Maine Street on either side of downtown.

- Keep trying to improve.

Brunswick's bicycle-pedestrian committee set a simple goal: They want children of middle-school age to feel safe riding anywhere in town. "It's a tough test to pass," admits Cromwell. But he sees "slow but sure" progress.

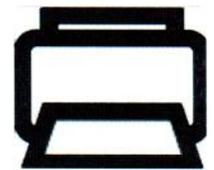
*Shoshana Hoose is a freelance writer who bicycles in Greater Portland and beyond. Contact her at [\[email protected\]](#)*

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[Send questions/comments to the editors.](#)



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

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# MANAGER'S REPORT - D BACK UP MATERIALS



Promoting Downtown Brunswick as a vibrant and attractive place to live, work, play and do business.  
July 20, 2015

Dear Property Owner,

As you probably know, BDA has sponsored an application to have our downtown designated as a National Historic District. Building owners in the proposed district were formally notified several years ago when we began this process and a few attended a public informational meeting then. With the application complete, owners were once again notified by the Maine Preservation Commission, and a few days ago, Claudia Knox, BDA Design Committee Chair and I met with downtown property owners who have some concerns and questions about what being in such a District might mean for them. It was clear that another informational public meeting is now needed so that all of the property owners in the affected area have an opportunity to ask questions and to learn more about this opportunity.

The Maine Historic Preservation Commission (MHPC) had been scheduled to meet in Brunswick on July 24, 2015, to consider our application, along with two other applications. BDA, with the full support of the MHPC, decided to postpone consideration of our application until the Commission's next meeting on October 23, 2015.

We have set a date of September 15, 2015, 4:00 p.m., in the Morrell Room at Curtis Memorial Library, for a public meeting. Owning a building in a National Historic District imposes no restrictions and no requirements on the owner. It does make federal and state tax credits (45%) available for work that meets certain standards to defray the costs of improving the performance of your buildings, including infrastructure updates. The credit is deducted in full off the taxes you owe. Officials from the National Register and the Tax Credit program will be present, as will Town officials to answer all your questions. Please mark your calendars and plan to attend.

BDA remains fully committed to this initiative because we believe that a beautiful historic downtown like ours and hard-working owners like each of you, deserve no less than every support we can make available to you.

In the meantime, we encourage you to learn more and hope that should you require any additional information on this subject, you will not hesitate to contact me, either by email [director@brunswickdowntown.org](mailto:director@brunswickdowntown.org) or at 729-4439.

Sincerely,





Promoting Downtown Brunswick as a vibrant and attractive place to live, work, play and do business.

Debora King, Executive Director  
Brunswick Downtown Association



85 Maine Street / PO Box 15, Brunswick, ME 04011 207-729-4439 [www.brunswickdowntown.org](http://www.brunswickdowntown.org)

Brunswick Downtown Association is a 501(c)3 non-profit organization

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# MANAGER'S REPORT - E BACK UP MATERIALS

## MEMO

DATE: September 2, 2015  
TO: John Eldridge, Town Manager  
FROM: Charlie Frizzle, Chair of ZORC  
RE: Update on status of the Zoning Ordinance rewrite

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As you are probably aware, the second draft of the new Zoning Ordinance was received in late July. After allowing a short time for the Planning Department staff to conduct a quick review, the new draft was placed on the Town's website, and the Zoning Ordinance Rewrite Committee (ZORC) scheduled a work session for August 26. Prior to this session, Anna Breinich produced a five page document, which provided a listing of the significant changes incorporated in the draft #2 ordinance. This listing was the primary focus of the Committee's discussion on August 26. The listing contained a few items that required further discussion by the ZORC for consistency with our previous decisions, but more importantly it identified a significant number of items that needed further staff work to finalize.

Of significant concern among the areas needing additional staff work is the area regarding stormwater management. The State, without any prior notice, has recently issued new amendments to Chapters 500 and 501 regarding stormwater management. Our new ordinance must now be reviewed for compliance with these new regulations. Given the volume and importance of this staff work, the ZORC decided not to meet again until late September so as to allow some time for the staff to catch up.

The next ZORC meeting is now being scheduled (currently looking at Wednesday, September 23, 1:00 p.m. to 4 p.m.). The most important agenda item for this meeting will be to discuss and schedule a series of formal public meetings regarding this second draft of the new Ordinance. Anna Breinich will provide the Council with an updated schedule after this meeting occurs and the schedule is set.

# MANAGER'S REPORT – F BACK UP MATERIALS



# Town of Brunswick, Maine

INCORPORATED 1739

MARINE RESOURCES COMMITTEE

85 PLEASANT STREET

BRUNSWICK, MAINE 04011

TELEPHONE 207-725-5521 FAX 207-725-6627

Email – [ddevereaux@brunswickpd.org](mailto:ddevereaux@brunswickpd.org)

Chairman

Mark Latti

Vice Chairman

Tony Youdsnukis

September 2, 2015

To: Brunswick Town Council  
From: Daniel R. Devereaux MRO/HM  
CC: John Eldridge, Town Manager, Mark Latti, Brunswick Marine Resources Chair  
RE: **Thomas Point Beach Shellfish Growing Area Conservation Efforts**

Dear Town Councilors,

I have enclosed a letter I sent to the Maine Department of Marine Resources on August 21<sup>st</sup> explaining a recent Brunswick Marine Resources Committee decision to rescind a conservation closure on the Thomas Point Beach shellfish growing area (attached).

Under current authority municipalities with approved shellfish management programs have jurisdiction to manage the intertidal shellfish populations, this has been a long standing authority granted under MRSA Title 12 Section 6671. Brunswick has been actively involved in shellfish conservation and management for nearly a half century. In doing so Brunswick has been one of the leading producers of softshell clams and quahogs in our region.

Over the years there has been several arguments pertaining to intertidal resource harvesting conflicts between the locally managed shellfishing industries and the state regulated bait worm industry. With this said there have been several unsuccessful attempts to establish regulation and law that provides a more equitable use between the two industries. I suspect that these efforts will continue as I'm currently attending meetings with other municipalities from the St. George River, that are also experiencing intense bait worm harvesting in and around their valuable shellfish seed bed areas.

It has been scientifically proven that both clam and worm harvesting techniques have a shellfish mortality rate of 33% (Dr. Brian Beal). With this said you can understand the most recent decision by the Brunswick Marine Resource Committee to rescind the conservation closure and allow shellfishing in this area. During public testimony it was blatantly clear that excessive worm harvesting was ongoing in the conservation area. Staff has witnessed as many as 30 bait worm harvesters in the area. The damage to the area was occurring regardless of shellfishing harvesting and therefore the decision was made to rescind any conservation efforts in this area.

If you have further questions please feel free to contact me.

Respectfully Submitted,



# 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](mailto:ddevereaux@brunswickpd.org)



Daniel R. Devereaux

Marine Resource Officer

Harbormaster

August 21, 2015

Maine Department of Marine Resources  
Attn: Pete Thayer, Biologist  
PO Box 8  
West Boothbay Harbor, Maine 04575

***RE: Repeal of Thomas Point Beach Closure***

Dear Mr. Thayer,

At the August 20<sup>th</sup> 2015 meeting of the Brunswick Marine Resources Committee a public hearing was held, after lengthy public comment it was decided unanimously by the BMRC to repeal the closure on Thomas Beach shellfish growing area that was enacted in the Spring of 2015.

The BMRC decision was based on the following.

The size distribution survey conducted by town staff on August 4<sup>th</sup> indicates that approximately 88% of all the clams in the area are undersized, 51% of those clams ranging in size of 35mm-45mm, typically the BMRC legal vs. sublegal ratio protocols to open an area are 60%-40%. Using BMRC standard protocols this area would remain closed until next summer at which time those undersized softshell clams will have reach market size, allowing harvesters nearly triple their harvest. Obviously, this is not the case under the current circumstances that exist at the Thomas Point Beach shellfish growing area.

Thomas Point Beach has received natural heavy sets of softshell clam seed over the last two years (since the green crab inundation). This not an uncommon occurrence in this area, as Thomas Point Beach has been defined as one of the most prolific softshell clam seed bed areas in our region and state. West Bath, Phippsburg, & Harpswell have all used Thomas Point Beach as a seed source over the years. Working cooperatively with area towns, Brunswick has been able to help other towns stabilize their local softshell clam resources using the seed collected from Thomas Point Beach.

Since the spring shellfish conservation closure it has been repeatedly harvested by bait worm harvesters, causing staggering disruption and mortality of seed clams. Knowing that this excessive bait worm harvesting is continually being allowed by DMR, it has forced the BMRC to abandoned any and all conservation efforts at Thomas Point and lift the closure to allow shellfishermen an opportunity to harvest those legal shellfish before they are displaced by the excessive harvesting. Town staff will continue bi weekly evaluations; however there is no intention to rotate this area into conservation closure based on size distribution any longer. It's pointless to do so, as it is only undermined by the continued intense bait worm harvesting.

The Department's failure to properly manage the existing bait worm industry has led and will lead to loss of several thousands of bushels of upcoming harvestable softshell clams, causing loss of income and hardship for local shellfishermen and forcing Brunswick to abandoned conservation efforts at Thomas

Point Beach and turn it back into a free for all. It is very likely that the continued harvesting intensity (worms & clams now) at Thomas Point Beach will likely lead to loss of local shellfishing jobs long term.

Please understand that the BMRC and local shellfishermen stated that if it was not for bait worm harvesting being allowed, Thomas Point Beach would remain closed and we would work to relocate seed to other areas in the region. If you have any questions or concerns please feel free to contact me.

Respectfully Submitted,

Daniel R. Devereaux MRO/HM

Cc Mark Latti, Chairman BMRC  
John Eldridge, Town Manger  
Brunswick Town Council  
Brunswick Marine Resources Committee  
Rivers and Coastal Waters Commission  
Pat Keliher, DMR Commissioner

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

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# MANAGER'S REPORT - H BACK UP MATERIALS

85 Union Street  
Brunswick, Maine 04011



Telephone 207 725-6650  
FAX 207 725-6663

## Town of Brunswick, Maine

Incorporated 1739

Assessing Department

[www.brunswickme.org](http://www.brunswickme.org)

TO: Brunswick Town Council  
John Eldridge, Town Manager

FROM: Cathleen M. Jamison, Assessor

DATE: September 2, 2015

SUBJECT: 2015 Tax Assessment

The tax rate will be \$28.36

	2014	2015
Tax Rate	\$27.40	\$28.36
Real Estate Taxable Valuation	\$1,331,001,800.00	\$1,347,864,900.00
Personal Property Taxable Valuation	\$48,776,700.00	\$46,385,100.00
Total Taxable Valuation	\$1,379,778,500.00	\$1,394,250,000.00
Homestead Exemption	\$15,492,550.00	\$15,400,250.00
BETE Exemption*	\$15,096,173.00	\$19,949,788.00
Total Valuation Base	\$1,410,367,223.00	\$1,429,600,038.00
Total Taxable Valuation	\$1,379,778,500.00	\$1,394,250,000.00
Captured TIF Valuation	-\$50,746,600.00	-\$54,602,800.00
Net Taxable Valuation	\$1,329,031,900.00	\$1,339,647,200.00
Total Amount Raised	\$37,805,930.90	\$39,540,930.00
Captured TIF Tax	-\$1,390,456.84	-\$1,548,535.41
Net Tax Amount	\$36,415,474.06	\$37,992,394.59
Overlay	\$751,026.06	\$445,089.67
Sales Ratio	70%	70%

\*Business Equipment Tax Exemption

\*\* Due to Rounding

TIF = Tax Increment Financing District

cc: Julie Henze, Finance Director

ITEM 89

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 9/8/2015 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

Mary Kennedy

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

Magee's Grill  
Bowdoin

**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

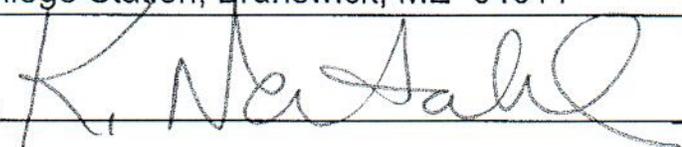
New License: Opening Date \_\_\_\_\_  Renewal License

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: 8/27/15

**Corporations Please Complete:**

Address of Incorporation: 5600 College Station 04011 Phone #: 207-725-3248

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

Bowdoin College, S. Catherine Longley, Sr. VP for Finance and Administration  
& Treasurer

% of Stock or Ownership not applicable

**Town Clerk Use Only**

License Fee \$100.00  Paid Advertising Fee \$ \_\_\_\_\_  Paid

Required Approvals:  Finance  Codes/Fire  Council PH Date: \_\_\_\_\_

Mailed or Issued Date: \_\_\_\_\_

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment:

D.J.s, Live music, trivia, games, comedy

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

Jack Magee's Pub - Diningroom, + Bar.  
Pub

During what hours will your live entertainment occur?

10pm - 1:00 am Thurs., Fri, Sat.

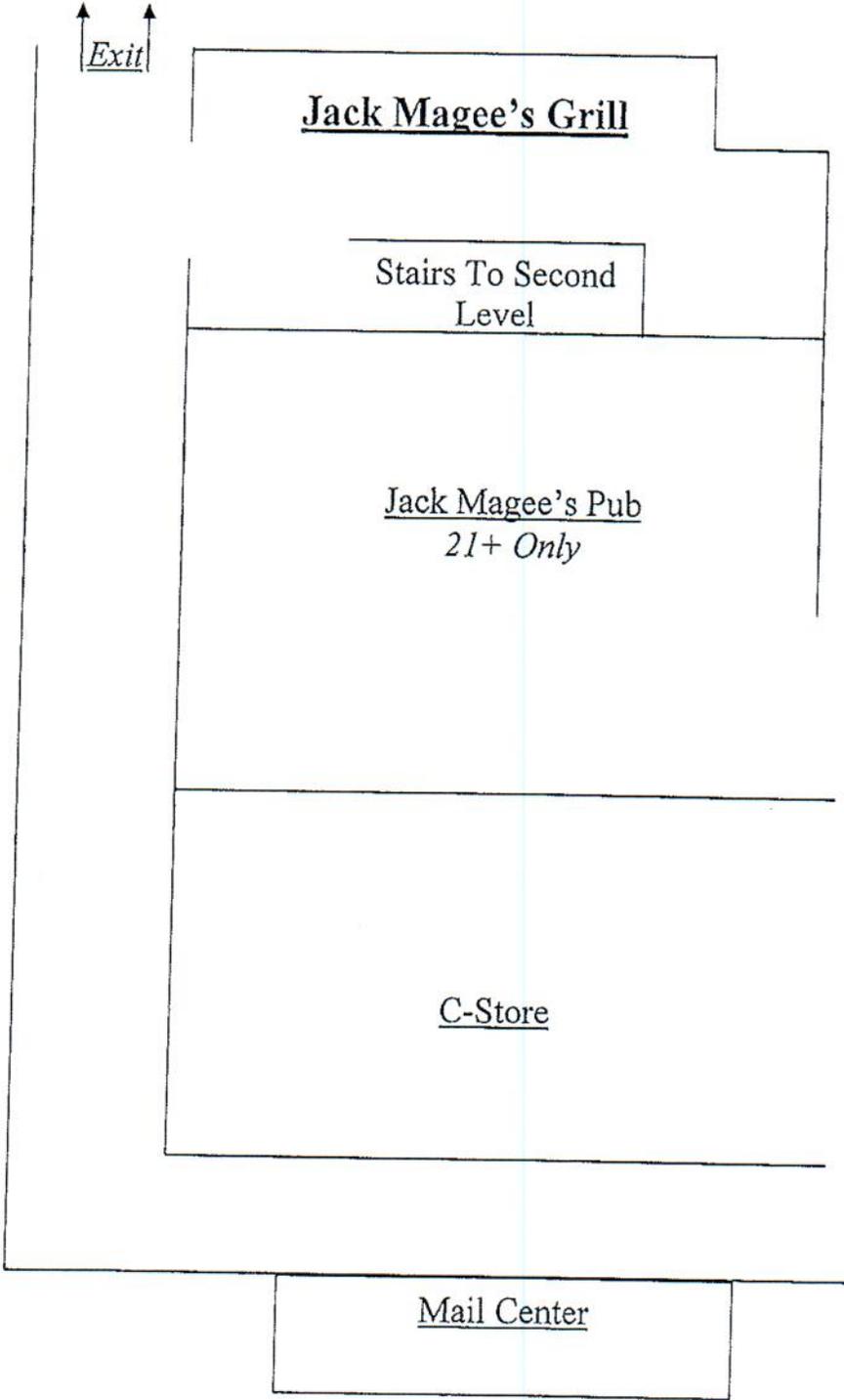
Did the Town Council place any specific restrictions on your license over the past three years? If so, what was that restriction?

No.

#### DIAGRAM

(ATTACH SEPARATE SHEET, IF NECESSARY)

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Morrell Lounge  
(Concert Area)

ITEM 90

BACK UP MATERIALS

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## MEMORANDUM

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TO: Town Council

FROM: John Eldridge  
Town Manager

DATE: September 2, 2015

SUBJECT: Brunswick High School Boiler Project

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The Town's 2016-20 Capital Improvement Program (CIP), adopted on May 28, 2015, recommends funding the replacement of boilers and related equipment at Brunswick High School. The replacement was scheduled to take place in the 2016-17 fiscal year. The School Department is recommending that this project be moved to, and funded in, the current fiscal year. The estimated cost of the project is \$575,000. The department had originally planned to reconstruct the High School track in this year, however it is not prepared to move forward on that project at this time.

Attached please find the following:

- Relevant pages from the CIP
- Memorandum and attachments prepared by the School Department explaining the project
- A bond ordinance authorizing the project and the issuance of bonds to fund it.
- An estimated debt service schedule that assumes that the bonds will be amortized over ten years.

Paul Perzanoski will be in attendance at the September 8<sup>th</sup> Council meeting to explain the project and answer questions. Should the Council agree to authorize the project, it needs to set a public hearing on the bond ordinance.

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## MEMORANDUM

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TO: John Eldridge  
Town Manager

FROM: Paul Perzanoski  
Superintendent of Schools  
Brunswick School Department

Paul A. J. Caron  
Director of Facilities & Transportation  
Brunswick School Department

DATE: August 28, 2015

SUBJECT: Brunswick High School Boiler Replacement

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The Brunswick High School Boiler Replacement project has been in the Capital Improvement Program for several years. This project is to replace the original boiler plant equipment with three modern energy-efficient boilers designed to run in the 90% efficiency range. The current system is a dual fuel boiler which, because of its design for multiple fuels, cannot operate at the potential efficiency of today's systems. Because of its inability to operate efficiently, one of the boilers is kept off for most of the year and this causes condensation to the point that it has been cited for several years by the boiler inspector. He fears that the corrosion will ultimately lead to failure of the boiler.

The project also includes the replacement of the domestic hot water system to a more efficient system. Currently, due to the configuration of the heaters and the large size of the tank, far too much hot water is being heated during school hours and especially overnight and during non-school days.

The BHS Boiler Replacement project was originally planned for the 2016-17 fiscal year, and the Track project was expected to be completed in the 2015-16 fiscal year. As the Track project has been delayed for further study, the School Board has decided to switch the projects and pursue the BHS Boiler project in fiscal year 2015-16.

Attached is a proposal from Siemens to complete the project for a cost of \$575,000.

In the CIP the BHS Boiler project was anticipated to be funded through bonds. We request that the Town Council allow this project to go forward in 2015-16, and approve the necessary funding.

# SIEMENS

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## PROPOSAL

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Mr. Paul Caron  
Director of Facilities & Transportation  
Brunswick School Department  
35 Union Street  
Brunswick, ME 04011

Date: July 30, 2015  
Limiting Date: 60 Days

**Project:** Brunswick HS New Boiler Plant

**Proposal:** Siemens Industry, Inc. agrees to provide labor and materials per attached scope of work for the replacement and upgrade to the Boiler room located at the Brunswick High School. See pages 4 & 5 for details.

**Project Cost: \$ 575,000.00**  
**(Five Hundred and Seventy Five Thousand dollars)**

Wiring by Siemens Industry, Inc.       Wiring by others       No wiring required

*The Terms and Conditions of Sale shown on the attached are a part hereof*

**Terms of Payment:**

Monthly Progress Payments       % upon completion  
 No Retainage       Invoices due Net 30 Days

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*Proposal Accepted:  
Siemens Industry, Inc.  
Is authorized to proceed with the work as proposed*

*Proposal Submitted:  
Siemens Industry, Inc.*

**Purchaser** \_\_\_\_\_

**Seller** Siemens Industry, Inc

**By** \_\_\_\_\_

**By** Michael O'Brien

**Title** \_\_\_\_\_

**Title** Account Development Manager

**Date** \_\_\_\_\_

**Date** July 30, 2015

# SIEMENS

## INSTALLATION TERMS AND CONDITIONS (REV. 10/09)

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc., Building Technologies Division, ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

### Article 1: General

1.1 (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work. (b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

1.2 This Agreement shall be governed by and enforced in accordance with the laws of the State of Maine. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

### Article 2: Work by SIEMENS

2.1 SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

2.2 SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

2.3 SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

2.4 All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

2.5 Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

2.6 SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer

agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

### Article 3: Responsibilities of Customer

3.1 Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Furnish SIEMENS with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those SIEMENS has expressly agreed in writing to obtain;

(f) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(h) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(i) Furnish to SIEMENS any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

3.2 Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

3.3 Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

3.4 Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

3.5 Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

### Article 4: Changes; Delays; Excused Performance

4.1 As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

4.2 SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

### Article 5: Compensation

5.1 SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis:

(a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 SIEMENS may invoice Customer on a monthly or other progress billing basis.

# SIEMENS

Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

**5.3** Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

## **Article 6: Warranty, Insurance and Allocation of Risk**

**6.1** (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

**6.2** (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS' nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

**6.3** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

**6.4** SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

**6.5** Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**6.6** ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY,

LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMER UNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

**6.7** It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

## **Article 7: Hazardous Materials Provisions**

**7.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

**7.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.1 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**7.3** Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**7.4** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2 or 7.3.

## **Article 8: Import / Export Indemnity**

**8.1** Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

## **SCOPE OF WORK:**

The replacement of the boilers has been approached as a phased project, to minimize downtime, so that the project could be undertaken during the school year if necessary.

**Phase I** : Demo the existing Kewaunee boiler and install in it's current location three (3) 2,000 mbh Aerco condensing boilers. This work will include:

- Demo of the Kewaunee boiler.
- New 3 phase sub panel from emergency generator transformer in adjacent rooms.
- Installing primary/secondary piping including dedicated pumps for each boiler.
- Stainless steel, AL29C venting.
- Ducted combustion air,
- DDC controls to include new Aerco BMS panel, with Siemens PXC 16 for Bacnet integration. The new PXC will be dedicated for the new boilers.
- Condensate piping
- New concrete pad
- Modify existing gas piping.

**Phase II:** Demo the existing Smith boilers.

- Demo the Smith 28A
- Demo the Smith 19 (domestic hot water boilers)  
(this phase would leave the existing Storage tank in place)

**Phase III:** Install new DHW Volume Water heater.

- Furnish and install two (2) 250 mbh volume water heaters.
- Furnish and install one (1) Leonard two stage tempering valve
- Furnish and install one (1) ASME storage tank
- Modify existing gas piping,
- Modify existing water piping including new circulator pump dedicated to VWH.
- New power wiring from new electrical panel.
- Pipe insulation and labels for all work.
- Cap existing Chimney
- Modify space ventilation to include smaller fan to operate with lights, utilizing existing combustion air openings.

**Our budget for this scope of work is \$575,000.00**

## EXCEPTIONS:

This proposal does not include:

- Re-painting of boiler room
- Demo of existing chimney, chimney to remain, and be capped in place, existing breeching in the boiler room to be removed.
- This proposal does not include overtime, but assumes all work completed during the hrs of 7am-4 pm, Monday-Friday.
- This proposal does not include permitting fees, but assumes the School will submit plans prepared by Siemens to the Town, for their review.

## PROJECTED SAVINGS AND INCENTIVES:

Our projected savings for this project are derived from the following: Efficiency increases in the boilers, additional stages of control, and reduced standby losses.

**We project a savings of \$22,000.00 +/-** from the increased efficiency of the proposed Aerco, modular boiler plant vs the existing combination of the Kewaunee & Smith boilers. Note: this includes the domestic hot water conversion to a Modcon VWH.

The removal of the existing boilers, to be replaced by sealed combustion equipment will allow us to claim the following savings by reducing standby losses:

- \$443/yr in reduced standby losses for the removal of the Kewaunee boiler,
- A savings of \$422/yr for the removal of the Smith 28A,
- A savings of \$386.00 for the removal of the Smith 19

*At this time there are not any incentives available for upgrading your equipment to higher efficiency equipment.*

## DOMESTIC HOT WATER SYSTEM OPTIONS:

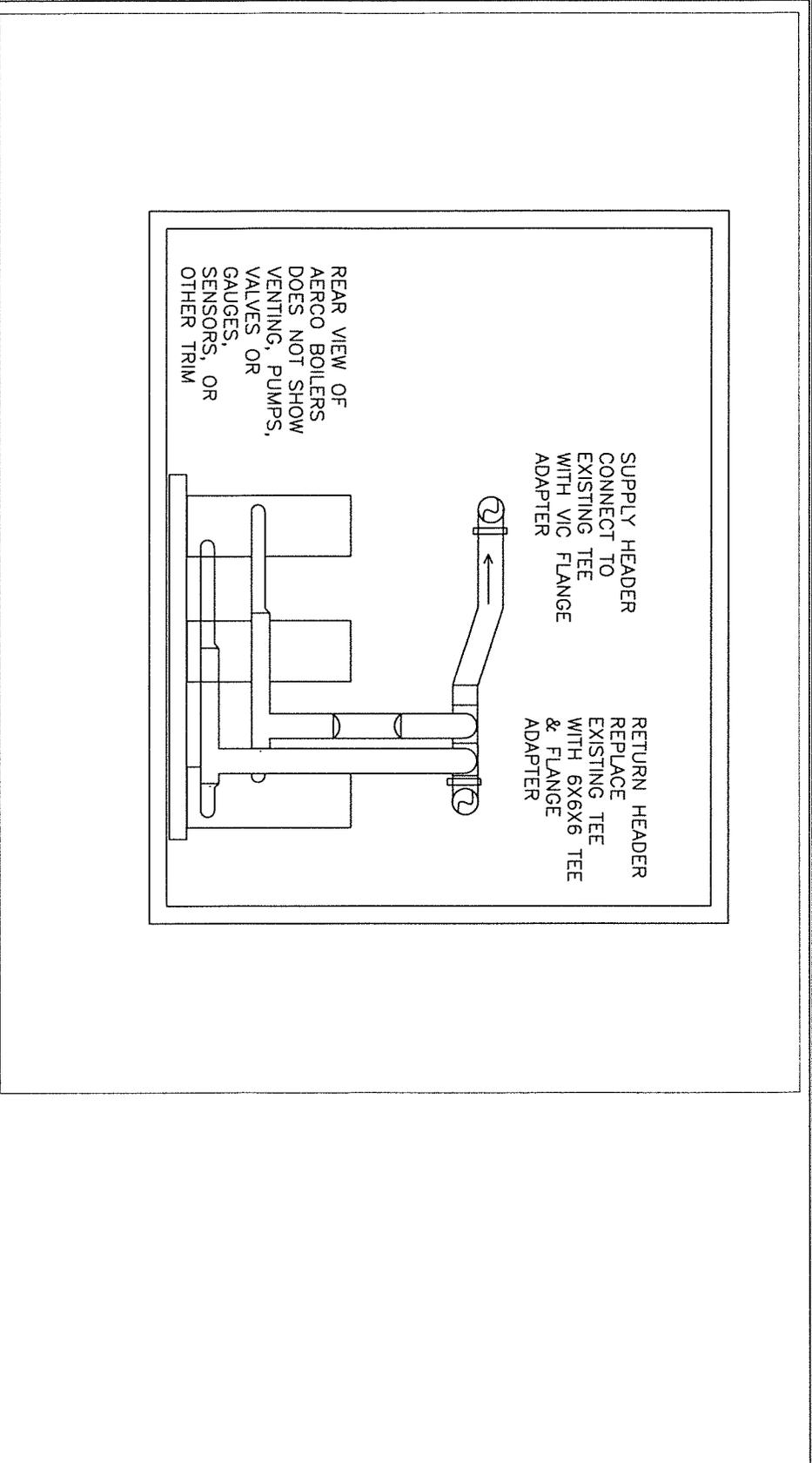
Our current proposal for the domestic hot water is to utilize multiple (2) volume water heaters and a single new ASME storage tank.

There are several options available for domestic hot water systems for a school of this size. A system that we frequently use is a single boiler and one or more indirect hot water heaters.

Alternately, we have investigated the feasibility of splitting this building into two (2) separate systems, one for the Locker area, and one larger system in the boiler room. After investigating the potential savings for this we discovered the following:

1. Based upon a percentage based rule of thumb for the fuel consumption of a domestic hot water plant, we estimate the School spends approximately \$7,000/yr on domestic hot water.
2. The standby losses associated with the piping for this system is approximately \$1,600/yr.
3. Splitting the system into two separate plants would not eliminate the standby losses, but would only reduce them, by eliminating feet of piping in the building. We would estimate that a second system would only offer a net savings of \$800/yr +/-.





ELEVATION VIEW OF BOILERS SHOWING PRIMARY SECONDARY ORIENTATION

REVISION HISTORY

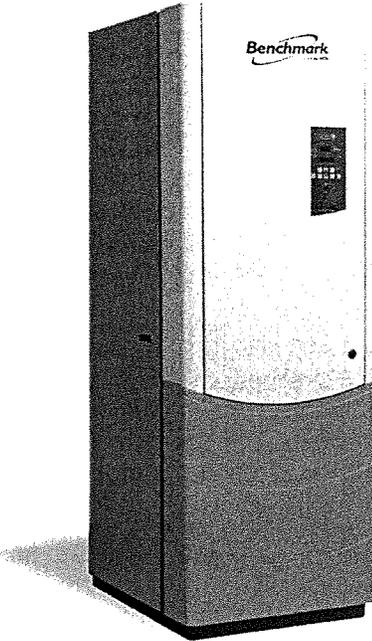
<b>SIEMENS</b>		BRUNSWICK HS		P-S-3								
Northern New England Building Automation		BRUNSWICK ME										
66 Mussey Road Scarborough, ME 04074 USA Phone: 207-885-4100 Fax: 207-885-4170		<table border="1"> <tr> <td>DESIGNED BY</td> <td>DATE</td> <td>DESIGNED BY</td> <td>DATE</td> </tr> <tr> <td>PCC</td> <td>10/17/12</td> <td>PCC</td> <td>10/17/12</td> </tr> </table>		DESIGNED BY	DATE	DESIGNED BY	DATE	PCC	10/17/12	PCC	10/17/12	
DESIGNED BY	DATE	DESIGNED BY	DATE									
PCC	10/17/12	PCC	10/17/12									



# BMK2.0LN GWB

TECHNICAL DATA SHEET

## Low NOx Benchmark Gas Fired Hot Water Boiler System



The AERCO Benchmark 2.0 Low NOx (BMK2.0LN) Water Boiler is designed for condensing application in any closed loop hydronic system. It delivers 20:1 burner turndown to match energy input directly to fluctuating system loads to yield the highest possible seasonal efficiencies. As illustrated below, the unit's operating efficiency actually increases as the load decreases. It can achieve 99+% efficiency when supplied with 60°F return water while firing at minimum input.

To minimize emissions, the BMK2.0LN is fitted with a low NOx burner whose emissions will consistently measure <20 ppm of NOx corrected to 3% excess oxygen at all firing rates. Certified by the SCAQMD and TCEQ in its class, the fully modulating burner also maintains AERCO standards for energy efficiency, longevity, reliability and construction quality.

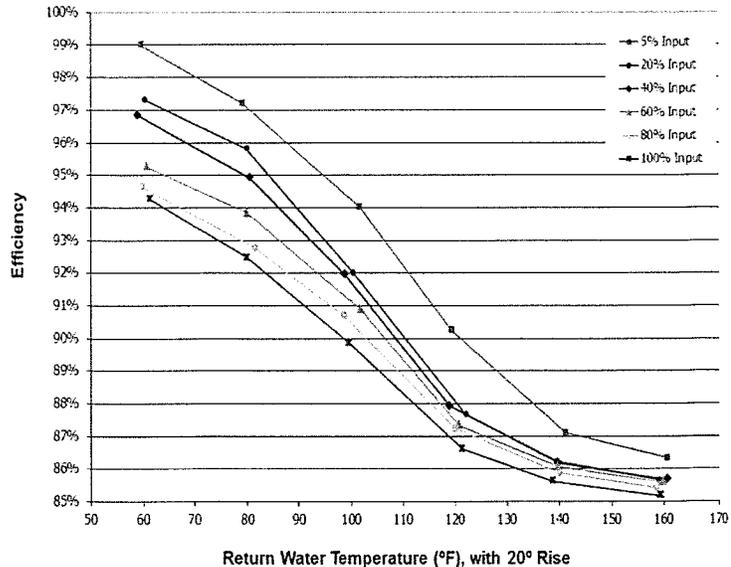
The BMK2.0LN can be used singly or in modular arrangements and offers selectable modes of operation. In addition to controlling the boiler according to a constant set point, indoor/outdoor reset schedule or 4-20mA signal, one or more can be integrated via Modbus communications protocol to AERCO's multiple boiler management system (BMS II) or a facility-wide Energy Management or Building Automation System.



### THERMAL EFFICIENCY

Comprehensive tests are being conducted to confirm the unit's efficiency over its entire 100,000 to 2,000,000 BTU/hr. operating range for a variety of operating conditions. The initial boundary tests indicate that efficiency up to 99.3% can be achieved when the unit operates at its lowest firing rate (5% input) with 60°F inlet water temperature. Even at full fire (100% input) with 160°F inlet water temperature, the BMK2.0LN delivers 85.3% efficiency.

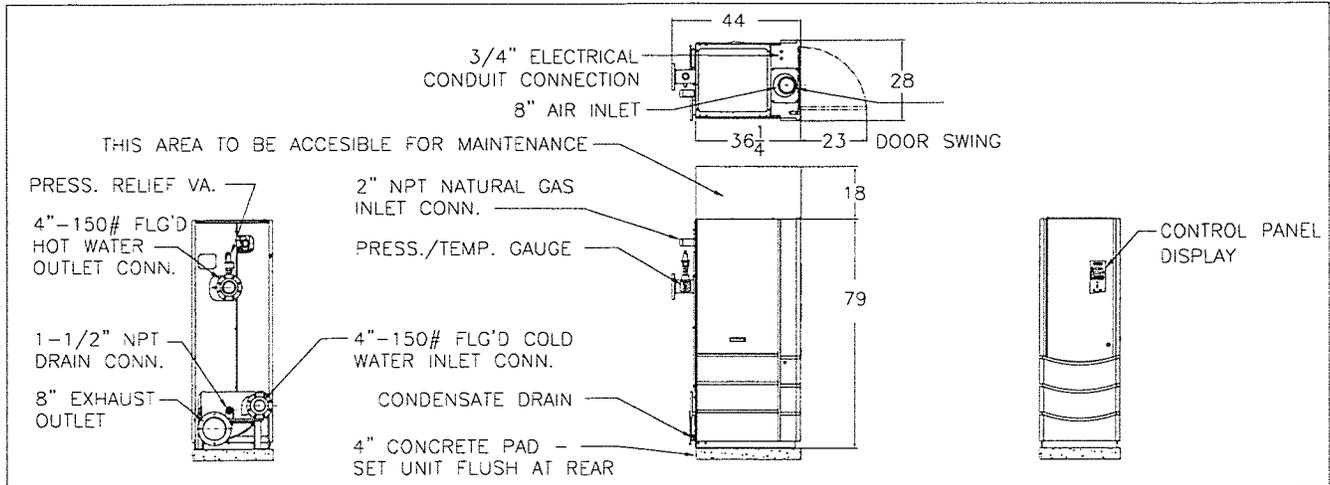
Thermal Efficiency of BMK2.0LN



### FEATURES:

- Natural Gas
- (Optional) Dual-Fuel – Natural Gas with Propane Back-Up
- Separate Fuel Connections Provided with Dual Fuel Option
- 20:1 Turndown Ratio
- Nox Emissions <20 ppm at All Firing Rates (when fired with natural gas)
- Direct or Conventional Vent Capabilities
- AL29-4C Vent Materials Required per UL1738
- Quiet Operation Throughout Firing Range
- Internal Low Water Cutoff (Manual Reset)
- Compact Footprint (79"H x 28"W x 36"D)
- Precise Temperature Control
- Sealed Combustion Capable
- Ventless Supply Gas Regulator
- UL, CUL, for Alcove Installation on Combustible Flooring

## DIMENSIONS:



## RATINGS AND DIMENSIONS:

Modules	Model (a)	Mbh Input (b)	Mbh Output (b) (c)	Width (1)	Depth	Height	Weight (wet)
One (1)	BMK-2.0LN	2,000mbh	1,706mbh - 1,860mbh	2'4"	3'10"	6'7"	1,650lbs.
Two (2)	BMK-2.0LN-2	4,000mbh	3,412mbh - 3,720mbh	6'8"	3'10"	6'7"	3,330lbs.
Three (3)	BMK-2.0LN-3	6,000mbh	5,118mbh - 5,580mbh	11'0"	3'10"	6'7"	4,950lbs.
Four (4)	BMK-2.0LN-4	8,000mbh	6,824mbh - 7,440mbh	15'4"	3'10"	6'7"	6,600lbs.
Five (5)	BMK-2.0LN-5	10,000mbh	8,530mbh - 9,300mbh	19'8"	3'10"	6'7"	8,250lbs.
Six (6)	BMK-2.0LN-6	12,000mbh	10,236mbh - 11,160mbh	24'0"	3'10"	6'7"	9,900lbs.
Seven (7)	BMK-2.0LN-7	14,000mbh	11,942mbh - 13,020mbh	28'4"	3'10"	6'7"	11,550lbs.
Eight (8)	BMK-2.0LN-8	16,000mbh	13,648mbh - 14,880mbh	32'8"	3'10"	6'7"	20,640lbs.

(1) Assume 24" between units. Zero side wall clearance is not provided. Consult local sales representative.

(a) Style to be determined by individual application requirement.

(b) Altitude below 2000'. Apply altitude correction factor above 2000'.

(c) Output dependent upon application - see efficiency curves

## SPECIFICATIONS:

BTU Input.....2,000,000 BTU/H\*  
Min. Output @ Full Input.....1,706,000-1,860,000 BTU/H\*\*  
ASME Working Pressure.....160 PSIG  
Electrical Options.....120/1/60 20 Amo (15.0 Amp FLA)  
Gas Requirements.....14" W.C Maximum  
Standard Unit-FM Gas Train.....4.0" W.C. Min. @ Full Load  
Standard Unit-IRI Gas Train.....5.0" W.C. Min. @ Full Load  
Dual Fuel-FM Gas Train-Nat. Gas.....8.5" W.C. Min. @ Full Load  
Dual Fuel-FM Gas Train-Propane.....8.5 W.C. Min. @ Full Load  
Dual Fuel-IRI Gas Train-Nat. Gas.....9.5" W.C. Min. @ Full Load  
Dual Fuel-IRI Gas Train-Propane.....9.5" W.C. Min. @ Full Load  
Vent Size.....8" Diameter

Water Connections.....4" Flanged 150lb. ANSI  
Gas Connection.....2" NPT  
Min./Max. Water Flow.....25 GPM / 350 GPM\*\*\*  
Water Pressure Drop.....1.7 PSIG @ 170 GPM  
Water Volume.....24 gallons  
Control Range.....50°F to 190°F  
Ambient Temperature.....0°F to 130°F  
NOx Emissions Certification.....SCAQMD, TCEQ  
Standard Listings & Approvals.....UL, CUL, CSD-1, ASME  
Gas Train Options.....FM Compliant or Factory Installed IRI  
Weight, Installed.....1,450 lbs. (dry), 1650 lbs. (wet)

\*Up to 2000' Altitude

\*\*Output is dependent upon return water temp. and firing rate.

Represented By:

# AERCO

WATER HEATERS • BOILERS • PARTS & ACCESSORIES

AERCO INTERNATIONAL, INC.

100 ORITANI DR. • BLAUVELT, NY 10913

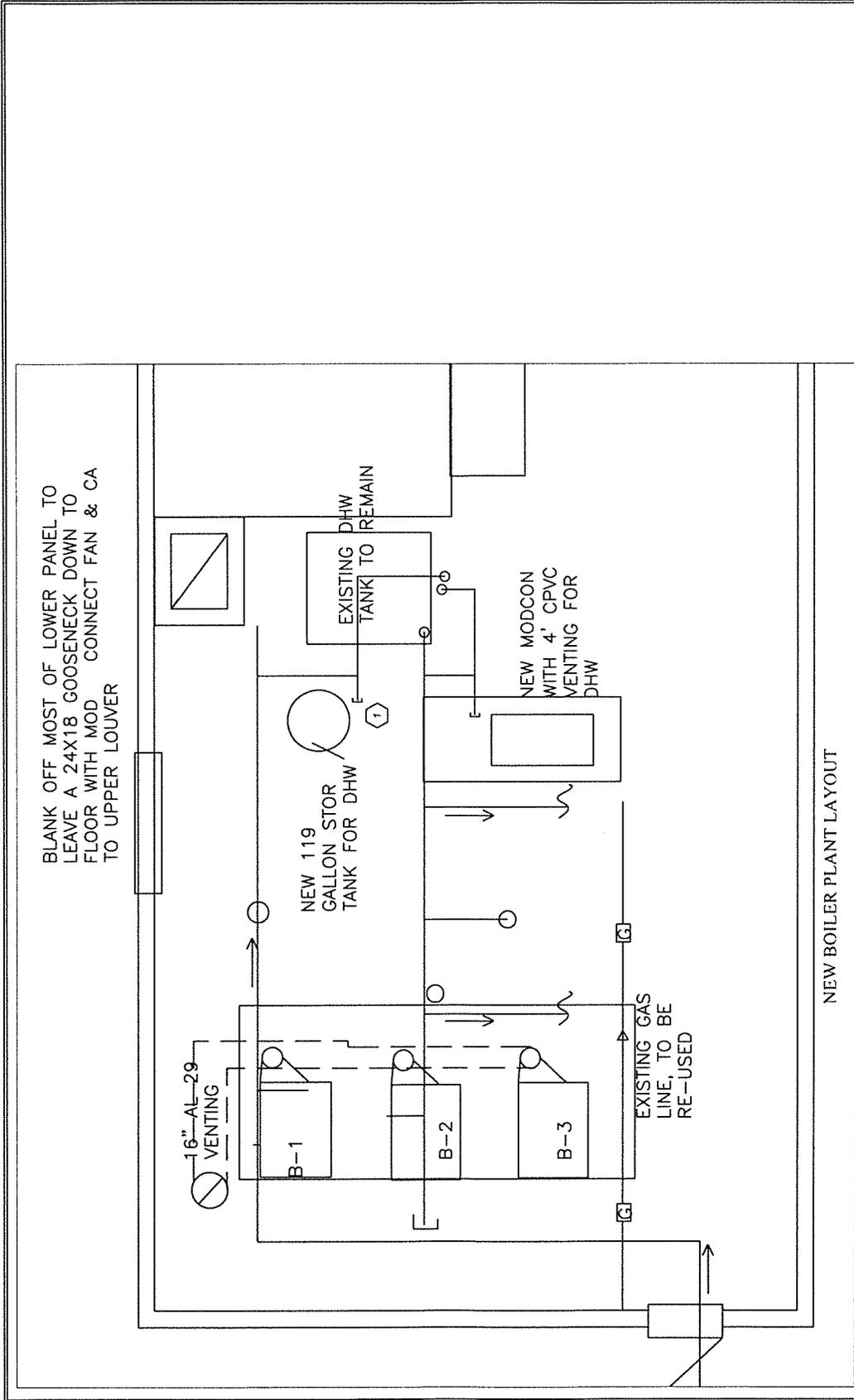
(845) 580-8000 • FAX (845) 580-8090

www.aerco.com

Specifications subject to change without prior notice.

Consult website or contact AERCO.

BMK2.0LN 01/2012 NY



BLANK OFF MOST OF LOWER PANEL TO LEAVE A 24X18 GOOSENECK DOWN TO FLOOR WITH MOD CONNECT FAN & CA TO UPPER LOUVER

NEW BOILER PLANT LAYOUT

REVISION HISTORY

**SIEMENS**  
Northern New England  
Building Automation

66 Mussey Road  
Scarborough, ME 04074  
USA  
Phone: 207-885-4100  
Fax: 207-885-4170

BRUNSWICK HS  
BRUNSWICK ME

EXCEEDS QUARTER	CHECKED BY	INITIAL RELEASE	LAST DATE
PCC	PCC	10/17/12	10/17/12

PS-2

Project Summary

2014-15      2015-16      2016-17      2017-18      2018-19      2019-20      TOTAL      FUNDING

**I. PROJECTS RECOMMENDED FOR FUNDING**

*Capital Improvements*

**Facilities - Improvements**

McLellan Building Improvements	1,100,000	-	-	-	-	-	Gen. Fund Bal.
17 Library Building Upgrades	-	132,500	-	-	-	132,500	Gen. Fund Bal.
Emerson Fire Station Improvements	150,000	-	-	-	-	-	G.O. Bonds
Recreation Boiler Building Roof	50,000	-	-	-	-	-	Reserves
Recreation Building Roof (partial)	16,000	-	-	-	-	-	Reserves
BJHS Air Quality	454,080	-	-	-	-	-	G.O. Bonds
19 BHS Boiler Plant Replacement	-	553,030	-	-	-	553,030	G.O. Bonds
<b>Total Facilities - Improvements</b>	<b>1,770,080</b>	<b>685,530</b>	-	-	-	<b>685,530</b>	

**Infrastructure**

21 Crosswalk lights	25,000	-	-	-	-	-	Reserves
Crosswalk lights	-	100,000	-	-	-	100,000	M.D.O.T
Nancy/Patricia/Pierce Reconstr	580,000	-	-	-	-	-	G.O. Bonds
Androscoggin Bike Path Design	20,000	-	-	-	-	-	Reserves
23 Pine Street access	-	60,000	-	-	-	60,000	Impact Fees
25 Riverwalk	-	800,000	-	-	-	800,000	M.D.O.T
Riverwalk	-	200,000	-	-	-	200,000	Other
<b>Total Infrastructure</b>	<b>625,000</b>	<b>1,000,000</b>	-	-	-	<b>1,160,000</b>	

**Capital Acquisitions**

27 Telecommunications	50,000	-	-	-	-	-	Reserves
Telecommunications	-	50,000	-	-	-	50,000	Gen. Fund Bal.
29 P&R Sidewalk tractor/snowblower	-	125,500	-	-	-	125,500	G.O. Bonds
31 Engine 2 Replacement	-	-	-	-	-	525,000	G.O. Bonds
<b>Total Capital Acquisitions</b>	<b>50,000</b>	<b>175,500</b>	-	-	-	<b>700,500</b>	

**Other Projects**

33 Property Revaluation	-	400,000	-	-	-	400,000	G.O. Bonds
<b>Total Other Projects</b>	<b>-</b>	<b>400,000</b>	-	-	-	<b>400,000</b>	
<b>Total Capital Improvements</b>	<b>\$ 2,445,080</b>	<b>\$ 735,500</b>	<b>\$ 1,685,530</b>	<b>\$ -</b>	<b>\$ 525,000</b>	<b>\$ -</b>	<b>\$ 2,946,030</b>

**TOWN OF BRUNSWICK, MAINE**  
**CAPITAL OUTLAY PROJECT SUMMARY**  
 FY 2016-2020

<b>PROJECT TITLE</b>			<b>PROJECT NO.</b>	
<b>BHS Boiler plant replacement and upgrade</b>				
<b>DEPARTMENT</b>		<b>PROJECT MANAGER</b>		<b>DEPT. PRIORITY</b>
<b>School Department</b>		<b>School Facilities Manager</b>		
<b>PROJECT LOCATION</b>		<b>TIF (Y or N)</b>	<b>DISTRICT</b>	<b>USEFUL LIFE (years)</b>
<b>Brunswick High School</b>				<b>25</b>

**PROJECT DESCRIPTION** Describe the project and summarize why the project is necessary. Address evaluation criteria.

This project goal is to replace the original boiler plant equipment with modern energy efficient designed to run in the 90% efficiency range. The current system is a dual fuel boiler which, because of it's design for multiple fuels, cannot operate at the potential efficiency of today's systems. I plan to install 3 boilers that will stage at minimal operating temperature (125 degree) for a single unit to all three boilers operating at maximum output.

I also plan to replace the domestic hot water system so that we can operate that system more efficiently. Currently we heat far too much hot water during school hours and even more during non-school days and times. These days with the use of low flow aerators and fixtures, we tend to pull hot water from the boiler, but with the minimal flow, we don't actually get the water. This is wasted energy being pulled but never actually used.

Because of its inability to operate efficiently one of the boilers is kept off for most of the year and in doing so causes it to condensate to the point that it has been sited for several years by the boiler inspector. He fears that the corrosion will ultimately lead it to failure because of the corrosion. I do not want to get caught with insufficient heating during the winter thereby needing to respond by emergency mode and ending up with a system that will be less than this efficiency.

PROJECT SOURCES AND USES OF FUNDS (estimates should cover entire cost of project)							
SOURCES OF FUNDS	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
G.O. Bonds		-	553,030				553,030
							-
							-
							-
							-
<b>TOTALS</b>	-	-	553,030	-	-	-	553,030
USES OF FUNDS	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
Turnkey installation, etc.		-	553,030				553,030
							-
							-
							-
							-
							-
							-
							-
<b>TOTALS</b>	-	-	553,030	-	-	-	553,030

**What is the source and date of your cost estimate? (e.g. preliminary estimate - 6/30/13, design - 12/31/12, etc....)**

Siemens Technology 8/13/2013, revised from 2012 for \$527,000. (Added 3% for 2015-16)

**CONSISTENCY WITH PLANS AND STUDIES**

Describe how this project is consistent with the Comprehensive Plan and/or other plans or studies.

Meets the needs of the Brunswick School Department as it grows to meet future educational demands

**INTERDEPARTMENTAL OR INTERAGENCY IMPACT**

Explain how this project will impact other departments or agencies. Do you know of any other project with which this project could or should be combined in order to maximize the benefits from each?

Minimal extra departmental interaction. Should or could be combined with other Major Capital Improvement Projects

**IMPACT ON OPERATING BUDGETS**

Provide an estimate of the annual costs or savings that will result from this project over the next five (5) years. Show savings as negative.

Type of Cost/(Savings)	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
Direct energy savings	22,000	22,000	22,000	22,000	22,000	110,000
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
<b>TOTALS (net)</b>	22,000	22,000	22,000	22,000	22,000	110,000

Explain the changes in the operating budgets (i.e. additional personnel or equipment, increased revenues, etc.)

**ALTERNATIVES CONSIDERED** Describe what was considered as an alternative to this project.

**EFFECT OF DELAYING THIS PROJECT** What is the effect if this project is not funded or funding is delayed?

**OTHER CONSIDERATIONS** Discuss any other information that should be considered for this project.

## TOWN OF BRUNSWICK, MAINE

### **An Ordinance Authorizing the Replacement and Upgrade of the Boiler and Domestic Hot Water System at Brunswick High School, With Total Project Costs Not to Exceed \$575,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$575,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder**

**WHEREAS**, the Town Council (the “Council”) of the Town of Brunswick (the “Town”) has adopted a Capital Improvement Program for the fiscal years ending June 30, 2016 - 2020 (the “CIP”); and

**WHEREAS**, the CIP recommends replacement of the Brunswick High School boiler, along with other improvements in the boiler room as identified in the project developed by the School Department, (the “Brunswick High School Boiler Project”) to be funded with general obligation debt; and,

**WHEREAS**, the School Department, with its HVAC service contractor, has established a project budget of \$575,000, all of which is expected to be financed with the issue of general obligation bonds; and

**WHEREAS**, the Charter of the Town of Brunswick, Maine (the “Charter”) requires that any capital acquisition to be financed solely or partly by the issuance of bonds or notes to be authorized by ordinance;

#### **NOW THEREFORE THE FOLLOWING ORDINANCE IS ADOPTED.**

##### **Section 1. Funding Sources and Appropriations.**

- a. A total of five hundred and seventy-five thousand (\$575,000), plus any additional amounts authorized under this ordinance, are appropriated to finance the cost of boiler replacement and upgrades, including acquisition and installation of boilers for heating and domestic hot water at Brunswick High School (the “Project”).
- b. The issue and sale of the Town’s general obligation bonds or notes (and notes in anticipation thereof) is authorized in an aggregate principal amount not to exceed five hundred and seventy-five thousand (\$575,000), plus the cost of issuance. The proceeds of the bonds and notes are appropriated to finance the costs of the Project. The bonds and notes may also be used to reimburse the Town for any prior expenditures on the Project, or to refinance notes or advances as authorized herein.

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

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

- a. the cost of planning, and engineering, and other professional services associated with the Project;
- b. the costs related to applying for and obtaining all permits and licenses,
- c. the cost of constructing the Project, and all costs determined by the Town Manager to be necessary to place the Project in service and ready for its intended use;
- d. the cost of insuring the Project while under construction and for a reasonable period upon substantial completion of the project, including builders risk, general liability, product liability, workers compensation and any other insurance costs the Town Manager determines is related to the Project;
- e. the costs of financing the Project including but not limited to financing charges and issuance costs, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses related to financing the Project;
- f. interest costs prior to and during construction and for a period not to exceed three years from the issue date of the bonds, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses related to the financing transaction;
- g. any other costs identified in the Project budget provided with the proposal, and the cost of any other items or services deemed to be cost under generally accepted accounting principles ("GAAP") as determined by the Town's Finance Director.

#### **Section 4. Details of the Bonds or Notes.**

- a. Execution and Delivery of Bonds and Notes. The bonds and notes issued hereunder, and any issued as the result of exchanges or transfers, shall be signed by the Treasurer and be countersigned by the Chair of the Town Council. The bonds and notes shall have the seal of the Town affixed thereon, and be attested by the Town Clerk. The Treasurer and Chair of the Town Council, from time to time, shall execute such bonds and notes as may be required to provide for exchanges or transfers of bonds and notes hereinbefore authorized.
- b. Book Entry Certificates In lieu of physical certificates of the bonds and notes, the Treasurer be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such bonds and notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System. As an alternative to the provisions herein regarding physical transfer of bonds, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the bonds for and participate in the Depository Trust Company Book-Entry Only System.
- c. Tax Exempt Bonds Option. The Treasurer and Chair of the Town Council are individually authorized to determine whether to issue the bonds and notes authorized herein as taxable bonds and notes or tax-exempt bonds and notes. To the extent such bonds and notes are issued as tax-exempt bonds, the Treasurer and Chair of the Town Council are individually authorized to covenant and agree, on behalf of the Town and for the benefit of the holders of such bonds and notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the bonds and notes will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the bonds and notes to be subject to federal income taxation.

- d. No Arbitrage Certification. The Treasurer and Chair of the Town Council are individually authorized to covenant and certify on behalf of the Town that no part of the proceeds of the bonds and notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds or notes to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.
- e. Qualified Tax Exempt Obligations. The Treasurer is hereby authorized and empowered to take all such action as may be necessary to designate such bonds and/or notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; it being the Town’s intention that the Treasurer, with advice of bond counsel, to make the required Section 265(b) election with respect to such bonds and notes, but only to the extent the election may be available and advisable as determined by the Treasurer.
- f. Principal Denominations. The principal amount of the bonds of the same maturity shall be such minimum denomination as the Treasurer, in the Treasurer’s discretion, may approve.
- g. Maturities and Interest Rates. The maturity(ies), interest rate(s) and sale price of the bonds or notes issued hereunder shall be either sent out to bid or negotiated by the Treasurer in such manner as the Treasurer deems appropriate and in the best interest of the Town and the financing of the above-referenced Project. The Treasurer be and hereby is authorized to provide that any of the bonds or notes hereinbefore authorized may be made callable, with or without premium, prior to their stated dates of maturity. The bonds or notes hereby authorized shall be in such form and to otherwise contain such other terms and provisions as the Treasurer may approve, his or her approval to be conclusively evidenced by his/her execution thereof.
- h. Consolidation of Bond or Notes. Any or all of the bonds or notes issued hereunder may be consolidated with and become a part of any other issue of bonds or notes authorized to be issued by any previous or subsequent ordinance of the Town Council of the Town of Brunswick.
- i. Other Authorized Officials. If the Treasurer, Chair of the Town Council or Town Clerk are for any reason unavailable to approve and execute the bonds hereinbefore authorized or any other documents necessary or convenient to the issuance, execution and delivery of the bonds, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.
- j. Absence of Officials Prior to Delivery. If any of the officials of the Town who have signed or sealed the bonds or notes shall cease to be such officials before the bonds or notes signed and sealed shall have been actually authenticated or delivered by the Town, such bonds and notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds or notes had not ceased to be such officer or official; and also any such bonds and notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such bonds and notes, shall be the proper officials of the Town, although

at the nominal date of such bonds and notes any such person shall not have been such officer or official.

**Section 5. Sale of Bonds or Notes and Registrar, Paying Agent and Transfer Agent**

- a. **Official Statement.** The Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the bonds or notes. The Preliminary Official Statement and Official Statement shall be in such form and contain such information as may be approved by the Treasurer, with the advice of the underwriter for the bonds or notes and bond counsel for the Town. The distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the bonds or notes is approved.
- b. **Counsel.** The Treasurer is authorized to select Issuer Counsel, Bond Counsel and any other counsel the Treasurer deems necessary in connection with the planning, sale and issuance of the notes or bonds, and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.
- c. **Underwriter.** The Treasurer is authorized to select the underwriter for the bonds and notes, and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.
- d. **Registrar, Paying Agent and Transfer Agent.** The Treasurer is authorized to select the registrar, paying agent, and transfer agent for the bonds or notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services. The bonds and notes shall be transferable only on the registration books of the Town kept by the transfer agent. Upon surrender of the bonds or notes with an accompanying written instrument of exchange or transfer, executed by the registered owner or the owner's attorney, duly authorized in writing and satisfactory to the transfer agent, the Town and the transfer agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer. Subsequent to the first exchange or transfer, the cost of preparing new bonds or notes upon exchanges or transfer thereof shall be paid by the person requesting the same.

**Section 6. Refunding.** The Treasurer and Chair of the Town Council be and hereby are authorized to execute a refunding of general obligation bonds and notes herein authorized when the Treasurer and the Chair of the Town Council determine that such refunding is in the best interest of the Town. All delegated authority provided pursuant to this ordinance shall also apply to a refunding bond and note issue relating to the general obligation bonds and notes herein authorized.

**Section 7. Continuing Disclosure.** The Treasurer and Chair of the Town Council be and hereby are individually authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such bonds and notes, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c12-12 of the Securities and Exchange Commission are met.

**Section 8. Investment Earnings and Other Bond Proceeds.** Any investment earnings on the proceeds of the bonds and notes and any other unexpended proceeds thereof are appropriated for the following purposes:

- a. To any costs of the Project in excess of the amounts authorized herein;
- b. In accordance with the applicable terms and conditions of the Town's Arbitrage and Use of Proceeds Certificate delivered in connection with the sale of the bonds or notes including, to the extent permitted thereunder, to interest on the bonds or notes, or to the Town's general fund;
- c. To any other qualified costs approved by the Town Council and not prohibited by the Town Charter or Ordinances, Maine law or the Internal Revenue Code.

**Section 9. Authority to Levy Tax for Debt Service.** In each of the years during which any of the bonds or notes are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said bonds or notes, payable in such year, and the principal of such bonds maturing in such year.

**Section 10. Authority to Accept Grants and Contributions.** The Town Manager is authorized to accept contributions and make applications for federal and state grant funds, said contributions and grants to be used in lieu of or in addition to bond proceeds authorized hereunder. The Town Manager is authorized to accept contributions and grants on behalf of the Town and said amounts are hereby appropriated to fund any portion of the Project. The total amount appropriated under this Ordinance shall not be greater than the amount of bond proceeds plus any contributions and grants, and plus any other amounts appropriated herein.

**Section 11. Advances to Fund Project.** The Town is authorized to make advances, from the Town's general fund to a capital projects fund, in an aggregate amount not to exceed \$575,000 in anticipation of the issuance of bonds or notes, or for the purpose of financing any part of the Project. Advances used in lieu of bonds or notes authorized hereunder, are appropriated to finance the cost, or any part thereof, of the Project. The Treasurer is authorized to establish and amend all details of any advances including, but not limited to the term, interest rates, and payment schedule. The authority to issue the bonds and notes authorized herein shall remain and continue in full force and effect during the entire term of the advance(s). The proceeds of the bonds and notes issued hereunder may be used to repay the advance(s) of any portion thereof.

**Section 12. Declaration of Official Intent.** Advances from the Town's general fund may finance the original expenditures related to the Project. It is expected that those advances will be reimbursed in part or in whole by the issuance of bonds or notes authorized hereunder. It is the intent of the Town Council that this Ordinance shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2.

**Section 13. Abandonment of Borrowing Authority.** The Treasurer is empowered to declare abandoned the authority to issue any bonds or notes the Treasurer deems to be in excess of the amount necessary to complete the Project. Such a declaration once made may not be reversed other than by ordinance.

Proposed to Town Council: September 8, 2015  
Public Hearing:  
Adopted by Town Council:

**TOWN OF BRUNSWICK, MAINE**  
**Bond Amortization Schedule**  
**BHS Boiler Plant Replacement**

**ASSUMPTIONS:**

Amount Financed: 575,000  
 Number of Years: 10  
 Interest Rate: 2.80%  
 Start Bond Year: 31

**PROJECT NO:**

4  
 Total Interest: 88,550  
 Total Cost: 663,550

BOND YEAR	FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL PAYMENTS	BALANCE	CUMMULATIVE EQUITY
30	2015-16	-	-	-	-	-
31	2016-17	57,500.00	16,100.00	73,600.00	517,500.00	57,500.00
32	2017-18	57,500.00	14,490.00	71,990.00	460,000.00	115,000.00
33	2018-19	57,500.00	12,880.00	70,380.00	402,500.00	172,500.00
34	2019-20	57,500.00	11,270.00	68,770.00	345,000.00	230,000.00
35	2020-21	57,500.00	9,660.00	67,160.00	287,500.00	287,500.00
36	2021-22	57,500.00	8,050.00	65,550.00	230,000.00	345,000.00
37	2022-23	57,500.00	6,440.00	63,940.00	172,500.00	402,500.00
38	2023-24	57,500.00	4,830.00	62,330.00	115,000.00	460,000.00
39	2024-25	57,500.00	3,220.00	60,720.00	57,500.00	517,500.00
40	2025-26	57,500.00	1,610.00	59,110.00	-	575,000.00
41	2026-27	-	-	-	-	-
42	2027-28	-	-	-	-	-
43	2028-29	-	-	-	-	-
44	2029-30	-	-	-	-	-
45	2030-31	-	-	-	-	-
46	2031-32	-	-	-	-	-
47	2032-33	-	-	-	-	-
48	2033-34	-	-	-	-	-
49	2034-35	-	-	-	-	-
50	2035-36	-	-	-	-	-
51	2036-37	-	-	-	-	-
52	2037-38	-	-	-	-	-
53	2038-39	-	-	-	-	-
54	2039-40	-	-	-	-	-
55	2040-41	-	-	-	-	-
56	2041-42	-	-	-	-	-
57	2042-43	-	-	-	-	-
58	2043-44	-	-	-	-	-
59	2044-45	-	-	-	-	-
60	2045-46	-	-	-	-	-
<b>TOTAL</b>		<b>575,000.00</b>	<b>88,550.00</b>	<b>663,550.00</b>		

ITEM 91

BACK UP MATERIALS

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## MEMORANDUM

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TO: Town Council

FROM: John Eldridge  
Town Manager

DATE: September 2, 2015

SUBJECT: Revaluation Project

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The Town's 2016-20 Capital Improvement Program (CIP), adopted on May 28, 2015, recommends funding a complete revaluation of all taxable property at an estimated cost of \$400,000. The CIP further recommends that the project be funded with the issuance of bonds to be amortized over five years. The relevant pages from the CIP are attached, along with a proposed bond ordinance and a projected amortization schedule for the bonds.

Also attached is a memorandum from Assessor Cathy Jamison, explaining why she continues to advocate for a reassessment of property tax values. Over the summer, Cathy developed an RFP to be utilized in the solicitation and selection of a firm to conduct the revaluation.

If the Council votes to fund the revaluation project, the RFP would be issued later this fall. We anticipate that a contract would be executed by year end, with work to commence at the start of 2016. Implementation of new values would be effective for the 2017-18 fiscal year.

Should the Town Council wish to move forward with the revaluation project, it will need to establish a public hearing date for the proposed bond ordinance.

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## MEMORANDUM

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TO: John Eldridge  
Town Manager

FROM: Cathy Jamison  
Assessor

DATE: September 2, 2015

SUBJECT: Revaluation Project

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The Town of Brunswick completed its last revaluation in 2000. At that time, all residential and commercial properties were inspected and new values assessed in order to bring the assessments to fair market value. We are currently at a 70% assessment ratio for the 2015 tax year. This is an average ratio for all types of properties comparing the assessed value to selling price. Recent sales are indicating that the market is improving. The assessment ratios on a lot of properties selling are in the 60's percent range and below.

A proposal for a revaluation company to do a complete revaluation is \$400,000. This would include revaluing residential and commercial properties with an interior inspection and listing of all properties. New cost tables for land and buildings would be developed to reflect the current market. The town would then be at a 100% assessment ratio. It has been 15 years since the majority of the properties have been reassessed.

The Maine Constitution states that all taxes upon real and personal estate, assessed by authority of this State, shall be apportioned and assessed equally according to just value. Just value is synonymous with market value. An equalization project is the reappraisal of all real estate to bring about uniformity in property valuations. The purpose is to value all properties by the same standard so that each property owner is paying only their fair share of the cost of essential community services.

Changes in economic conditions have caused inequities to develop. Different types of properties increase in value at different rates thereby creating inequalities among property tax owners. Some properties may be overvalued while others are undervalued. The solution to this problem is to equalize all properties and bring assessments up to date with current market value. It is about being equitable and fair to all property owners.

Most likely, values will change on all properties. However, not all property values will change at the same rate. Some neighborhoods may have increased in value, decreased in value or remained the same. One purpose of the equalization project is to make sure that the assessed values reflect the changes that have occurred in the real estate market.

Based on our review of current sales data, we expect a revaluation will produce a tax shift from commercial properties to residential properties. Not all commercial properties will see a decrease in their values for the same reason residential owners may not see a decrease in their properties. Within the residential properties we also expect to see tax shifts in among the various property classes.

Project Summary

2014-15      2015-16      2016-17      2017-18      2018-19      2019-20      TOTAL      FUNDING

**I. PROJECTS RECOMMENDED FOR FUNDING**

*Capital Improvements*

**Facilities - Improvements**

McLellan Building Improvements	1,100,000	-	-	-	-	-	-	Gen. Fund Bal.
17 Library Building Upgrades	-	132,500	-	-	-	132,500	-	Gen. Fund Bal.
Emerson Fire Station Improvements	150,000	-	-	-	-	-	-	G.O. Bonds
Recreation Boiler Building Roof	50,000	-	-	-	-	-	-	Reserves
Recreation Building Roof (partial)	16,000	-	-	-	-	-	-	Reserves
BJHS Air Quality	454,080	-	-	-	-	-	-	G.O. Bonds
19 BHS Boiler Plant Replacement	-	553,030	-	-	-	553,030	-	G.O. Bonds
<b>Total Facilities - Improvements</b>	<b>1,770,080</b>	<b>685,530</b>	-	-	-	<b>685,530</b>	-	

**Infrastructure**

21 Crosswalk lights	25,000	-	-	-	-	-	-	Reserves
Crosswalk lights	-	100,000	-	-	-	100,000	-	M.D.O.T
Nancy/Patricia/Pierce Reconstr	580,000	-	-	-	-	-	-	G.O. Bonds
Androscoggin Bike Path Design	20,000	-	-	-	-	-	-	Reserves
23 Pine Street access	-	60,000	-	-	-	60,000	-	Impact Fees
25 Riverwalk	-	-	800,000	-	-	800,000	-	M.D.O.T
Riverwalk	-	-	200,000	-	-	200,000	-	Other
<b>Total Infrastructure</b>	<b>625,000</b>	<b>1,000,000</b>	-	-	-	<b>1,160,000</b>	-	

**Capital Acquisitions**

27 Telecommunications	50,000	-	-	-	-	-	-	Reserves
Telecommunications	-	50,000	-	-	-	50,000	-	Gen. Fund Bal.
29 P&R Sidewalk tractor/snowblower	-	125,500	-	-	-	125,500	-	G.O. Bonds
31 Engine 2 Replacement	-	-	-	-	525,000	525,000	-	G.O. Bonds
<b>Total Capital Acquisitions</b>	<b>50,000</b>	<b>175,500</b>	-	-	<b>525,000</b>	<b>700,500</b>	-	

**Other Projects**

33 Property Revaluation	-	400,000	-	-	-	400,000	-	G.O. Bonds
<b>Total Other Projects</b>	<b>-</b>	<b>400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>-</b>	
<b>Total Capital Improvements</b>	<b>\$ 2,445,080</b>	<b>\$ 735,500</b>	<b>\$ 1,685,530</b>	<b>\$ -</b>	<b>\$ 525,000</b>	<b>\$ 2,946,030</b>	<b>\$ -</b>	

**TOWN OF BRUNSWICK, MAINE**  
**CAPITAL OUTLAY PROJECT SUMMARY**  
 FY 2016-2020

<b>PROJECT TITLE</b>			<b>PROJECT NO.</b>		
<b>Property Revaluation</b>					
<b>PROJECT MANAGER</b>			<b>DEPT. PRIORITY</b>		
<b>Assessing Dept</b>			<b>Assessor</b>		
			<b>1</b>		
<b>PROJECT LOCATION</b>		<b>TIF (Y or N)</b>	<b>DISTRICT</b>	<b>USEFUL LIFE (years)</b>	
		N		<b>10</b>	

**PROJECT DESCRIPTION** Describe the project and summarize why the project is necessary. Address evaluation criteria.

The Town of Brunswick completed its last revaluation in 2000. At that time, all residential and commercial properties were inspected and new values assessed in order to bring the assessments to fair market value. We are currently at a 70% assessment ratio for the 2015 tax year. This is an average ratio for all types of properties comparing the assessed value to selling price. Recent sales are indicating that the market is improving. The assessment ratios on a number of current property sales are in the 60's percentage range and below.

In addition, changes in economic conditions have caused inequities to develop. Different types of properties increase in value at different rates thereby creating inequalities among property tax owners. Some properties may be overvalued while others are undervalued. The solution to this problem is to equalize all properties and bring assessments up to date with current market value. The Maine Constitution states that all taxes upon real and personal estate, assessed by authority of this State, shall be apportioned and assessed equally according to just value. Just value is synonymous with market value. An equalization project is the reappraisal of all real estate to bring about uniformity in property valuations. The purpose is to value all properties by the same standard so that each property owner is paying only their fair share of the cost of essential community services.

The proposal for a revaluation company to do a complete revaluation is \$400,000. This would include revaluing residential and commercial properties with an interior inspection and listing of all properties. New cost tables for land and buildings would be developed to reflect the current market. The revaluation contract would also include new images, all mailings (I&E and valuation notices), informal hearings, and final hearing change notices.

**PROJECT SOURCES AND USES OF FUNDS** (estimates should cover entire cost of project)

Source of Funds:	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
G.O. Bonds		400,000					400,000
							-
							-
							-
							-
<b>TOTAL SOURCES</b>	-	400,000	-	-	-	-	400,000
Use of Funds:	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
Property Revaluation		400,000					400,000
							-
							-
							-
							-
							-
							-
<b>TOTAL USES</b>	-	400,000	-	-	-	-	400,000

**What is the source and date of your cost estimate?** (e.g. preliminary estimate - 6/30/13, design - 12/31/12, etc....)

Estimate/quote from KRT Appraisal dated 5/20/14, confirmed still valid by email March 2015.

**CONSISTENCY WITH PLANS AND STUDIES**

Describe how this project is consistent with the Comprehensive Plan and/or other plans or studies.

The Maine Constitution, Art. IX, § 7. **Valuation.** While the public expenses shall be assessed on estates, a general valuation shall be taken at least once in 10 years.

**INTERDEPARTMENTAL OR INTERAGENCY IMPACT**

Explain how this project will impact other departments or agencies. Do you know of any other project with which this project could or should be combined in order to maximize the benefits from each?

None

**IMPACT ON OPERATING BUDGETS**

Provide an estimate of the annual costs or savings that will result from this project over the next five (5) years. Show savings as negative.

Type of Cost/(Savings)	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
<b>TOTALS (net)</b>	-	-	-	-	-	-

Explain the changes in the operating budgets (i.e. additional personnel or equipment, increased revenues, etc.)

None

**ALTERNATIVES CONSIDERED & EFFECT OF DELAYING THIS PROJECT**

Describe what was considered as an alternative to this project. What is the effect if this project is not funded or delayed?

State law requires that assessed values must be at least 70% of full valuation. The ratio is 70% for 2015, but it is likely that the ratio will fall below 70% in future years.

**OTHER CONSIDERATIONS** Discuss any other information that should be considered for this project.

Empty box for other considerations.

**TOWN OF BRUNSWICK, MAINE**

**An Ordinance Authorizing the Funding and Completion of the Reappraisal and Revaluation of All Taxable Real Property and All Tax-exempt Real Property Located Within the Town of Brunswick With Total Project Costs Not to Exceed \$400,000 (plus any other costs authorized hereunder), and Further Authorizing Issuance of Bonds and Notes in an Amount not to Exceed \$400,000 (plus cost of issuance), plus any Additional Appropriation Authorized Hereunder**

**WHEREAS**, the Town Council (the “Council”) of the Town of Brunswick (the “Town”) has adopted a Capital Improvement Program for the fiscal years ending June 30, 2016 – 2020 (the “CIP”); and

**WHEREAS**, the CIP identifies the reappraisal and revaluation of all taxable real property and all tax-exempt real property located within the Town of Brunswick (the “Property Revaluation Project”) to be undertaken beginning in the 2015-16 fiscal year, at a cost not to exceed \$400,000, to be funded with general obligation debt; and

**WHEREAS**, the Charter of the Town of Brunswick, Maine (the “Charter”) requires that any project to be financed solely or partly by the issuance of bonds or notes to be authorized by ordinance;

**NOW THEREFORE THE FOLLOWING ORDINANCE IS ADOPTED.**

**Section 1. Funding Sources and Appropriations.**

- a. A total of four hundred thousand (\$400,000), plus any additional amounts authorized under this ordinance, are appropriated to finance the cost the reappraisal and revaluation of all taxable real property and all tax-exempt real property located within the Town of Brunswick (the “Project”).
- b. The issue and sale of the Town’s general obligation bonds or notes (and notes in anticipation thereof) is authorized in an aggregate principal amount not to exceed four hundred thousand (\$400,000), plus the cost of issuance. The proceeds of the bonds and notes are appropriated to finance the costs of the Project. The bonds and notes may also be used to reimburse the Town for any prior expenditures on the Project, or to refinance notes or advances as authorized herein.

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

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

- a. the cost of all or any portion of the Project, including all costs of preparing for work on the Project, contracted professional services to complete the Project, and all costs relating to finalizing the Project to be ready for its intended use and placed in service;
- b. the cost of financing charges and issuance costs, including premiums for insurance;
- c. the cost of interest prior to the date of the execution of any agreement or contract for the Project, through the date the Project is complete and placed in service, however, for a period not to exceed three years from the issue date of the bonds or notes;
- d. the cost of underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses related to financing the Project;
- e. the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing;
- f. the cost of any other item or service deemed to be a cost under generally accepted accounting principles ("GAAP") as determined by the Treasurer.

#### **Section 4. Details of the Bonds or Notes.**

- a. Execution and Delivery of Bonds and Notes. The bonds and notes issued hereunder, and any issued as the result of exchanges or transfers, shall be signed by the Treasurer and be countersigned by the Chair of the Town Council. The bonds and notes shall have the seal of the Town affixed thereon, and be attested by the Town Clerk. The Treasurer and Chair of the Town Council, from time to time, shall execute such bonds and notes as may be required to provide for exchanges or transfers of bonds and notes hereinbefore authorized.
- b. Book Entry Certificates In lieu of physical certificates of the bonds and notes, the Treasurer be and hereby is authorized to undertake all acts necessary to provide for the issuance and transfer of such bonds and notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System. As an alternative to the provisions herein regarding physical transfer of bonds, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the Treasurer's opinion, appropriate in order to qualify the bonds for and participate in the Depository Trust Company Book-Entry Only System.
- c. Tax Exempt Bonds Option. The Treasurer and Chair of the Town Council are individually authorized to determine whether to issue the bonds and notes authorized herein as taxable bonds and notes or tax-exempt bonds and notes. To the extent such bonds and notes are issued as tax-exempt bonds, the Treasurer and Chair of the Town Council are individually authorized to covenant and agree, on behalf of the Town and for the benefit of the holders of such bonds and notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the bonds and notes will remain exempt from federal income taxation and that the Town will refrain from any action that would cause interest on the bonds and notes to be subject to federal income taxation.
- d. No Arbitrage Certification. The Treasurer and Chair of the Town Council are individually authorized to covenant and certify on behalf of the Town that no part of the proceeds of the bonds and notes shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such bonds or notes to be

“arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended.

- e. Qualified Tax Exempt Obligations. The Treasurer is hereby authorized and empowered to take all such action as may be necessary to designate such bonds and/or notes as qualified tax-exempt obligations for purposes of Section 265(b) of the Code; it being the Town’s intention that the Treasurer, with advice of bond counsel, to make the required Section 265(b) election with respect to such bonds and notes, but only to the extent the election may be available and advisable as determined by the Treasurer.
- f. Principal Denominations. The principal amount of the bonds of the same maturity shall be such minimum denomination as the Treasurer, in the Treasurer’s discretion, may approve.
- g. Maturities, and Interest Rates. The maturity(ies), interest rate(s) and sale price of the bonds or notes issued hereunder shall be either set out to bid or negotiated by the Treasurer in such manner as the Treasurer deems appropriate and in the best interest of the Town and the financing of the above-referenced Acquisition. The Treasurer be and hereby is authorized to provide that any of the bonds or notes hereinbefore authorized may be made callable, with or without premium, prior to their stated dates of maturity. The bonds or notes hereby authorized shall be in such form and to otherwise contain such other terms and provisions as the Treasurer may approve, his or her approval to be conclusively evidenced by their execution thereof.
- h. Consolidation of Bond or Notes. Any or all of the bonds or notes issued hereunder may be consolidated with and become a part of any other issue of bonds or notes authorized to be issued by any previous or subsequent ordinance of the Town Council of the Town of Brunswick.
- i. Other Authorized Officials. If the Treasurer, Chair of the Town Council or Town Clerk are for any reason unavailable to approve and execute the bonds hereinbefore authorized or any other documents necessary or convenient to the issuance, execution and delivery of the bonds, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had performed such act.
- j. Absence of Officials Prior to Delivery. If any of the officials of the Town who have signed or sealed the bonds or notes shall cease to be such officials before the bonds or notes signed and sealed shall have been actually authenticated or delivered by the Town, such bonds and notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such bonds or notes had not ceased to be such officer or official; and also any such bonds and notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such bonds and notes, shall be the proper officials of the Town, although at the nominal date of such bonds and notes any such person shall not have been such officer or official.

**Section 5. Sale of Bonds or Notes and Registrar, Paying Agent and Transfer Agent**

- a. **Official Statement.** The Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of the bonds or notes. The Preliminary Official Statement and Official Statement shall be in such form and contain such information as may be approved by the Treasurer, with the advice of the underwriter for the bonds or notes and bond counsel for the Town. The distribution of the Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the bonds or notes is approved.
- b. **Counsel.** The Treasurer is authorized to select Issuer Counsel, Bond Counsel and any other counsel the Treasurer deems necessary in connection with the planning, sale and issuance of the notes or bonds, and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.
- c. **Underwriter.** The Treasurer is authorized to select the underwriter for the bonds and notes, and to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.
- d. **Registrar, Paying Agent and Transfer Agent.** The Treasurer is authorized to select the registrar, paying agent, and transfer agent for the bonds or notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services. The bonds and notes shall be transferable only on the registration books of the Town kept by the transfer agent. Upon surrender of the bonds or notes with an accompanying written instrument of exchange or transfer, executed by the registered owner or the owner's attorney, duly authorized in writing and satisfactory to the transfer agent, the Town and the transfer agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer. Subsequent to the first exchange or transfer, the cost of preparing new bonds or notes upon exchanges or transfer thereof shall be paid by the person requesting the same.

**Section 6. Refunding.** The Treasurer and Chair of the Town Council be and hereby are authorized to execute a refunding of general obligation bonds and notes herein authorized when the Treasurer and the Chair of the Town Council determine that such refunding is in the best interest of the Town. All delegated authority provided pursuant to this ordinance shall also apply to a refunding bond and note issue relating to the general obligation bonds and notes herein authorized.

**Section 7. Continuing Disclosure.** The Treasurer and Chair of the Town Council be and hereby are individually authorized to covenant, certify, and agree, on behalf of the Town, for the benefit of the holders of such bonds and notes, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to ensure that the disclosure requirements imposed by Rule 15c12-12 of the Securities and Exchange Commission are met.

**Section 8. Investment Earnings and Other Bond Proceeds.** Any investment earnings on the proceeds of the bonds and notes and any other unexpended proceeds thereof are appropriated for the following purposes:

- a. To any costs of the Project in excess of the amounts authorized herein;

- b. In accordance with the applicable terms and conditions of the Town's Arbitrage and Use of Proceeds Certificate delivered in connection with the sale of the bonds or notes including, to the extent permitted thereunder, to interest on the bonds or notes, or to the Town's general fund;
- c. To any other qualified costs approved by the Town Council and not prohibited by the Town Charter or Ordinances, Maine law or the Internal Revenue Code.

**Section 9. Authority to Levy Tax for Debt Service.** In each of the years during which any of the bonds or notes are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said bonds or notes, payable in such year, and the principal of such bonds maturing in such year.

**Section 10. Authority to Accept Grants and Contributions.** The Town Manager is authorized to accept contributions and make applications for federal and state grant funds, said contributions and grants to be used in lieu of or in addition to bond proceeds authorized hereunder. The Town Manager is authorized to accept contributions and grants on behalf of the Town and said amounts are hereby appropriated to fund any portion of the Project. The total amount appropriated under this Ordinance shall not be greater than the amount of bond proceeds plus any contributions and grants, and plus any other amounts appropriated herein.

**Section 11. Advances to Fund Project.** The Town is authorized to make advances, from the Town's general fund to a capital projects fund, in an aggregate amount not to exceed \$400,000, in anticipation of the issuance of bonds or notes, or for the purpose of financing any part of the Project. Advances used in lieu of bonds or notes authorized hereunder, are appropriated to finance the cost, or any part thereof, of the Project. The Treasurer is authorized to establish and amend all details of any advances including, but not limited to the term, interest rates, and payment schedule. The authority to issue the bonds and notes authorized herein shall remain and continue in full force and effect during the entire term of the advance(s). The proceeds of the bonds and notes issued hereunder may be used to repay the advance(s) of any portion thereof.

**Section 12. Declaration of Official Intent.** Advances from the Town's general fund may finance the original expenditures related to the Project. It is expected that those advances will be reimbursed in part or in whole by the issuance of bonds or notes authorized hereunder. It is the intent of the Town Council that this Ordinance shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2.

**Section 13. Abandonment of Borrowing Authority.** The Treasurer is empowered to declare abandoned the authority to issue any bonds or notes the Treasurer deems to be in excess of the amount necessary to complete the Project. Such a declaration once made may not be reversed other than by ordinance.

Proposed to Town Council: September 8, 2015  
Public Hearing:  
Adopted by Town Council:

**TOWN OF BRUNSWICK, MAINE**  
**Bond Amortization Schedule**  
**Property Revaluation**

**ASSUMPTIONS:**

Amount Financed: 400,000  
 Number of Years: 5  
 Interest Rate: 2.60%  
 Start Bond Year: 31

**PROJECT NO:**

20  
 Total Interest: 31,200  
 Total Cost: 431,200

BOND YEAR	FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL PAYMENTS	BALANCE	CUMMULATIVE EQUITY
30	2015-16	-	-	-	-	-
31	2016-17	80,000.00	10,400.00	90,400.00	320,000.00	80,000.00
32	2017-18	80,000.00	8,320.00	88,320.00	240,000.00	160,000.00
33	2018-19	80,000.00	6,240.00	86,240.00	160,000.00	240,000.00
34	2019-20	80,000.00	4,160.00	84,160.00	80,000.00	320,000.00
35	2020-21	80,000.00	2,080.00	82,080.00	-	400,000.00
36	2021-22	-	-	-	-	-
37	2022-23	-	-	-	-	-
38	2023-24	-	-	-	-	-
39	2024-25	-	-	-	-	-
40	2025-26	-	-	-	-	-
41	2026-27	-	-	-	-	-
42	2027-28	-	-	-	-	-
43	2028-29	-	-	-	-	-
44	2029-30	-	-	-	-	-
45	2030-31	-	-	-	-	-
46	2031-32	-	-	-	-	-
47	2032-33	-	-	-	-	-
48	2033-34	-	-	-	-	-
49	2034-35	-	-	-	-	-
50	2035-36	-	-	-	-	-
51	2036-37	-	-	-	-	-
52	2037-38	-	-	-	-	-
53	2038-39	-	-	-	-	-
54	2039-40	-	-	-	-	-
55	2040-41	-	-	-	-	-
56	2041-42	-	-	-	-	-
57	2042-43	-	-	-	-	-
58	2043-44	-	-	-	-	-
59	2044-45	-	-	-	-	-
60	2045-46	-	-	-	-	-
<b>TOTAL</b>		<b>400,000.00</b>	<b>31,200.00</b>	<b>431,200.00</b>		

ITEM 92

BACK UP MATERIALS

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## MEMORANDUM

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TO: Town Council

FROM: John Eldridge  
Town Manager

DATE: September 2, 2015

SUBJECT: River Road Culvert Replacement

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As you may recall, the Town submitted a proposal to the Maine Department of Environmental Protection (DEP) for assistance with the replacement of a culvert on River Road that was destroyed by a flood last fall. The Town is being required, through the permitting process, to upgrade to a pipe arch, a far more expensive option than a traditional culvert.. On August 14<sup>th</sup> we were notified by DEP that Brunswick had been approved for assistance of \$93,800. A copy of that notification is attached.

Unlike a typical grant, this DEP program required the Town to submit a proposal in response to the DEP's request for proposals. As a purchase contract between the Town and the DEP, the award is subject to appeal and additional review. We expect that we will receive notification that the award is final later this month.

In order to move forward with this project we request that the Town Council authorize us to enter into a contract with the State of Maine in the amount of \$93,800. Work on the project cannot begin until we receive the Army Corps of Engineers (ACOE) permit that we applied for earlier this year.



**STATE OF MAINE  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

**Paul R. LePage  
Governor**

**Patricia Aho  
Commissioner**

August 14, 2015

John Foster  
Town of Brunswick  
9 Industry Road  
Brunswick, ME 04011

**SUBJECT: Notice of Conditional Contract Awards under RFP # 201504077,  
Stream Crossing Public Infrastructure Improvement Projects**

Dear Mr. Foster:

This letter is in regard to the subject Request for Proposals (RFP), issued by the State of Maine Department of Environmental Protection for Stream Crossing Public Infrastructure Improvement Projects. The Department has evaluated the proposals received using the evaluation criteria identified in the RFP, and the Department is hereby announcing its conditional contract awards to the following bidders:

- St. Albans – Springer Landing Road \$95,000
- Litchfield – Jimmy Stream \$95,000
- Brunswick – River Road \$93,800
- Woodstock – Concord Pond Road \$80,000
- Bremen – Heath Road Bridge \$95,000
- Orland – Happytown Road Crossing \$47,496
- Ellsworth – Shore Road \$89,354
- Lower Murray Fitts Mountain Road Association – Fitts Mountain Road \$26,300
- Monson – Elliotsville Road \$10,025
- Fort Kent – Black Lake Road \$15,000
- Fayette – King Brook \$65,000
- Newcastle – West Old County Road (2) \$5,850 and \$25,000
- Western Foothills Land Trust – Crooked River \$25,600
- Piscataquis County – Blackstone Brook \$31,575

The bidders listed above received the evaluation team's highest rankings. The Department will be contacting the aforementioned bidders soon to negotiate a contract. As provided in the RFP, the Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the Department and the apparent successful vendor. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract.

As stated in the RFP, following announcement of this award decision, all submissions in response to the RFP are considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA). 1 M.R.S. §§ 401 et seq.; 5 M.R.S. § 1825-B (6).

This award decision is conditioned upon final approval by the State Procurement Review Committee and the successful negotiation of a contract. A Statement of Appeal Rights has been provided with this letter; see below.

Thank you for your interest in doing business with the State of Maine.

Sincerely,



Leslie Anderson  
Director of Innovation  
Department of Environmental Protection  
17 State House Station  
Augusta, Maine 04333-0017  
207-287-2821 (direct)  
207-287-2814 (fax)  
[Leslie.Anderson@maine.gov](mailto:Leslie.Anderson@maine.gov)

## **STATEMENT OF APPEAL RIGHTS**

Any person aggrieved by an award decision may request an appeal hearing. The request must be made to the Director of the Bureau of General Services, in writing, within 15 days of notification of the contract award as provided in 5 M.R.S. § 1825-E (2) and the Rules of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases, Chapter 120, § (2) (2).

ITEM 93

BACK UP MATERIALS

## Fran Smith

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**From:** smithfm@brunswickme.org  
**Sent:** Saturday, July 25, 2015 10:32 AM  
**To:** Fran Smith  
**Subject:** New submission from Board Application

<b>Full Name</b>	David W Ivery
<b>Street Address</b>	9 Range Rd Brunswick, Maine 04011
<b>Home phone #</b>	207-837-0866
<b>Cell/mobile phone</b>	207-837-0866
<b>email address</b>	<a href="mailto:divery@pwd.org">divery@pwd.org</a>
<b>Committee/Board you are applying for</b>	Water District Trustee
<b>Type of Memberships</b>	Full membership
<b>Do you or any relative currently serve on any Town Board/Committee/Commission</b>	<ul style="list-style-type: none"><li>• Yes</li></ul>
<b>What Board/Commission/Committee, the number of years of service, and the relationship to this applicant</b>	I have served the last 2 yrs as Water District Trustee
<b>Your occupation (include employer and work phone #)</b>	Instrumentation/SCADA Foreman; Portland Water District;207-774-5961
<b>List any civic organizations to which you belong</b>	Boy Scouts of America
<b>Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission</b>	As a current member of this board, and with my work experience of 22 years in the water district, I feel I bring valuable insight and input to this boards work and mission.
<b>Have you previously served on a Town board/commission/committee? If so, please list the board/commission/committee and years of service:</b>	Yes I currently sit, and have for the last two years as Water District Trustee
<b>1. Do you have any questions about what the Board/Commission/Committee does or on its charge?</b>	None at this time.
<b>2. Do you have any practical experience or formal education that would be relevant to the Board/Commission/Committee?</b>	See above

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

To be a part of the process of assisting the water district , helping ensure the public voice is heard and taken into consideration, and supporting the water district in their work efforts to maintain safe drinking water.

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

Yes

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

No

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

Not at this time

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

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

Full Name: RICHARD S. MOLL DDS Date 8/13/15

Street Address: 38 FEDERAL ST. BRUNSWICK ME Home Phone # 725-5889

Cell/mobile Phone #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_ I live in Council Dist. #: 6

I wish to be considered for appointment to the:

BRUNSWICK - TOPSHAM WATER DISTRICT TRUSTEE  
(NAME OF BOARD/COMMISSION/COMMITTEE)

Check one or both:

FULL MEMBERSHIP STATUS:

TERM BEGINS: 9/13/15

and/or  
ASSOC/ALT MEMBERSHIP STATUS: \_\_\_\_\_

TERM EXPIRES: 9/18

Do you or any relative currently serve on any Town Board/Commission/Committee? NO If so, please state name of Board/Commission/Committee, the number of years of service, and the relationship to this applicant:

\_\_\_\_\_ # of Years \_\_\_\_\_ Date term exp. \_\_\_\_\_ Relationship \_\_\_\_\_

Your occupation:

DENTIST - GENERAL PRACTICE IN BRUNSWICK - RETIRED

Employer: SELF Work Telephone #: \_\_\_\_\_

List any civic organizations to which you belong:

FORMERLY BRUNSWICK ROTARY CLUB - PAUL HARRIS FELLOW, CHURCH, CIVIC ENVIRONMENTAL GROUPS, VIA, FRIENDS OF BOWDOIN, LAND TRUST, CONTRIBUTOR TO COX PINNACLE BIKE PATH, CURTIS LIBRARY

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission: 18 YEARS EXPERIENCE AS A WATER DISTRICT TRUSTEE - PAST PRESIDENT + VICE PRESIDENT OF TRUSTEES, HAVE ATTENDED VARIOUS WORKSHOPS + MEETINGS OF THE MAINE WATER ASSOCIATION. I HAVE A BACKGROUND IN CHEMISTRY BACTERIOLOGY AND PHYSICS. I HAVE BEEN ENVIRONMENTAL COMMITTEE CHAIR, ROTARY COASTAL CLEANUP COMMITTEE. MERRY MEETING BAY DENTAL SOCIETY PRESIDENT, SECRETARY TREASURER, LONG TERM PRESIDENT + MEMBER OF STEVENS HOME BOARD OF DIRECTORS

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

VILLAGE REVIEW BOARD - ASSOC MEMBER 1992-94  
TRUSTEE - BRUNSWICK - TOPSHAM WATER DISTRICT 1994 - 2012

Richard S. Moll  
SIGNATURE

**PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION**

Applicants may submit a cover letter and resume with the application form.  
Applications should be returned to the TOWN CLERK'S OFFICE, 85 Union Street, Brunswick, Me 04011.

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

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

PLEASE NOTE: This completion of this application allows a person to be considered for a Town Board/Commission/Committee, but does not guarantee placement on a Board/Commission/Committee.

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Commission/Committee Applying For: BRUNSWICK - TOPSHAM WATER DISTRICT TRUSTEE

Term Length: 3 YEARS 2015 - 2018

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

NO

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

I HAVE NINE YEARS OF UNIVERSITY TRAINING, 18 YEARS EXPERIENCE ON THE WATER DISTRICT BOARD. I HAD LONG TERM EMPLOYEES AND MY ELECTION TO LEADERSHIP POSITIONS LEADS ME TO BELIEVE I WORK WITH GROUPS AND INDIVIDUALS. I HAD FORTY PLUS YEARS AS A DENTAL PROFESSIONAL.

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

I HAVE ENJOYED THE WORK, I RESPECT THE LEADERSHIP OF THE DISTRICT, THE STAFF, AND MY TRUSTEE COLLEAGUES. I WOULD LIKE TO SEE CURRENT PROJECTS TO COMPLETION.

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

YES! I HAVE A GOOD RECORD OF ATTENDING MEETINGS.

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

NONE

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

AS A LONGTIME CITIZEN OF BRUNSWICK I FEEL LIKE I AM MAKING A CONTRIBUTION TO MY TOWN.

PLEASE REVIEW THE TOWN OF BRUNSWICK BOARDS, COMMISSIONS, AND COMMITTEES APPOINTMENT POLICY PRIOR TO SUBMITTING THIS APPLICATION. YOU MAY VIEW THE POLICY AT <http://www.brunswickme.org/departments/town-clerk/boards-committees/> OR OBTAIN A COPY FROM THE TOWN CLERK'S OFFICE.