

BRUNSWICK TOWN COUNCIL
Agenda
September 21, 2015
6:00 P.M. – Executive Session
7:00 P.M. – Regular Meeting
Council Chambers
Town Hall
85 Union Street

Roll Call of Members

Acknowledgement of Meeting Notice

Executive Session: Consultations with legal counsel regarding MRRA versus Town of Brunswick [1 M.R.S.A. §405(6)(E)]

Pledge of Allegiance

Adjustments to Agenda

CONSENT AGENDA

- a) Approval of the Minutes of September 8, 2015
- b) Selection of MMA Voting Delegation for Annual Meeting

Public Comments

Correspondence

Committee Reports

MANAGER'S REPORT

- a) Financial Update
- b) Recognition of Terry Goan being named the Best Police Officer in Mid-Coast Maine
- c) Report on the names for trails on the Kate Furbish Preserve
- d) Review of FOAA responsibilities
- e) Marine Resources update
- f) Report on Tobacco Free Zones to now include vaping products (smokeless cigarettes)

PUBLIC HEARING

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

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

Shawn Letourneau

HEARING/ACTION

95. The Town Council will hear public comments 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)

HEARING/ACTION

96. The Town Council will hear public comments 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)

HEARING/ACTION

NEW BUSINESS

No new business items.

**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 21, 2015
Council Notes and Suggested Motions**

Executive Session: Consultations with legal counsel regarding MRRA versus Town of Brunswick [1 M.R.S.A. §405(6)(E)]

Suggested motion:

Motion to go into Executive Session for a consultation with legal counsel regarding MRRA versus Town of Brunswick per 1 M.R.S.A. §405(6)(E).

CONSENT AGENDA

- a) Approval of the Minutes of September 8, 2015: A copy of the minutes is included in your packet.
- b) Selection of MMA Voting Delegation for Annual Meeting: This item allows the Council to designate a delegate and an alternate to represent Brunswick at the MMA Annual Business Meeting, being held on Wednesday, October 7, 2015, at 1:30 p.m. at the Augusta Civic Center. The MMA Bylaws entitle each member community to one voting representative. The Council will need to nominate a voting delegate and an alternate. Chair Brayman as volunteered to represent Brunswick, with Manager Eldridge as the alternate. Copies of information on this item are 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.

COUNCIL COMMITTEE REPORTS

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

MANAGER'S REPORT

- a) Financial Update: Manager Eldridge will update the Council on the Town's financial status at this time in the current fiscal year. In addition, he will provide a recap of the preliminary numbers for FY 2014-15. Copies of monthly financial reports are included in your packet.
- b) Recognition of Terry Goan being named the Best Police Officer in Mid-Coast Maine: This item recognizes Officer Goan for being selected for this honor that is part of the Times Record's Best of the Midcoast awards. A copy of the Times Record article is included in your packet.

- c) Report on the names for trails on the Kate Furbish Preserve: On July 20th, the Council heard a report from Bridger Tomlin, the Bowdoin Fellow, about the process underway at that time to name the trails. This trail naming project has been conducted with the intent to name various segments after the people and places that were a part of the Merriconeag Community, where the Preserve is now, from the 1700s until the time of the Brunswick Naval Air Station expansion in 1953. The project included the work of various people, including a committee, a group of local experts, public input, and Recreation Commission's approval. Bridger will make a presentation on this report. Copies of a memo and a map of the trails are included in your packet.
- d) Review of FOAA responsibilities: This item is in response to a recent article appearing in the Bangor Daily News and then in the Times Record that raised questions about elected officials participating in discussions on the Brunswick Community United Facebook Page. It appears there may be some confusion so to clarify, the Facebook page is not sponsored, maintained, or monitored by the Town.
- e) Marine Resources update: On Monday, Manager Eldridge met with Dan Devereaux and Mark Latti to get acquainted with the history of Brunswick's efforts to propagate and protect its soft shell clam resource and the challenges the Town's Marine Resources Committee has encountered in its efforts. On Tuesday, Mr. Eldridge met with three of four members of Brunswick's legislative delegation to discuss potential administrative and legislative efforts to protect the shellfish resource. On Thursday, the Manager will be meeting with Maine's Marine Resources Commissioner Patrick Keliher to discuss the issues from the Department's perspective. Mr. Eldridge hopes to have more to report to the Town Council at its September 21st meeting.
- f) Report on Tobacco Free Zones to now include vaping products (smokeless cigarettes): This item is an opportunity for representatives from the Recreation Commission and Access Health to discuss the change the Commission made to their 2002 Resolution banning the use of tobacco products at town parks and recreation facilities. The new change adopted on June 17th will also include vaping products. New signs donated by Access Health will be installed at the town locations. Copies of a memo from Tom Farrell and the adopted resolution are included in your packet.

PUBLIC HEARING

- 94. This item is the public hearing on the renewal of an Automobile Graveyard and Junkyard licenses for Brunswick Auto Recycling, LLC located on 117 Bath Road. This license is required by both the Town's ordinance and state law. The facility has passed an inspection, conducted by Officer Devereaux, and his report is included for your review. There have been no special conditions set for this license in the past. Copies of the public hearing notice, application, and inspection report are included in your packet.

Suggested motion:

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

95. This item is the required public hearing for this proposed ordinance. As discussed at your last meeting, the Town's 2016-20 Capital Improvement Program (CIP) recommends funding the replacement of boilers and related equipment at Brunswick High School. Originally the replacement was scheduled to take place in the 2016-17 fiscal year, but the School Department is now recommending that this project be moved to the current fiscal year. The estimated cost of the project is \$575,000. This project is replacing the High School track reconstruction, which had been scheduled for this 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.

PLEASE NOTE: On Wednesday, Superintendent Perzanoski notified the Town Manager that the School Department would like to postpone the scheduled public hearing. The hearing has been advertised, so the Council will have to vote not to go forward and to advertise another hearing for a later date. Mr. Perzanoski is expected, by Monday, to let the Council know when the Department would like to hold a rescheduled hearing.

Suggested motions:

- 1) Motion to cancel the scheduled public hearing.
 - 2) If date provided by School Department: Motion to set a public hearing for _____ 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."
96. This item is the required public hearing for this proposed ordinance. As discussed at your last meeting and at the time of its adoption, the 2016-20 CIP recommends funding a complete revaluation of all taxable property at an estimated cost of \$400,000, and funding it through bonds. Assessor Cathy Jamison will be making a presentation on this project. 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 adopt "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."

Suggested Motion:

Motion to adjourn the meeting.

CONSENT AGENDA - A BACK UP MATERIALS

Draft
BRUNSWICK TOWN COUNCIL
Minutes
September 8, 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, and Katherine E. Wilson

Councilors Absent: John Richardson, Jr.

Town Staff Present: John S. Eldridge, III, Town Manager; Elin M. Gould, Deputy Town Clerk; Steve Langsdorf, Town Attorney; Cathy Jamison, Assessor; Dan Devereaux, Marine Resources Officer/Harbor Master; Julie Henze, Finance Director; Linda Smith, Business Development Manager; Jessica Factor, Human Resources Manager; Ken Brilliant, Fire Chief; Jeff Emerson, Deputy Fire Chief; Don Koslosky, Deputy Fire Chief; Lynn Doucette, 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: none

CONSENT AGENDA: *(This item was discussed at 7:02 p.m.)*

- 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**

Councilor Perreault moved, Councilor Walker seconded, to approve the consent agenda. The motion carried with eight (8) yeas.

(A copy of a memo from the Assessor regarding CA-b, a memo from the Public Works Director, an easement, application, and map regarding CA-c, a memo from the Human Resources Manager regarding CA-d, a memo from Deputy Fire Chief Don Koslosky regarding CA-e, and a memo from the Fire Chief regarding CA-f, will be attached to the official minutes.)

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

Sarah Brown, Curtis Memorial Library, invited the Council and the public to the second annual How-To Festival and Block Party on Saturday, September 12, 2015, from 10-3. A portion of Middle Street will be closed during that time.

Correspondence *(This item was discussed at 7:06 p.m.)*

- Letter from the School Superintendent regarding repair project for Coffin Elementary and Brunswick Junior High School

Chair Brayman made comments reflecting the Council's support of quality education in Brunswick and addressing facilities issues.

- Memo regarding a special permit issued by the Planning Board for the Grace Reformed Baptist Church

Manager Eldridge explained this item.

Councilor Millett said she received a letter regarding speeding on Federal Street and the loss of parking on that street.

Councilor Perreault said he received comments about speeding on Hacker Road and about the treatment of waste cans by Pine Tree Waste.

Chair Brayman, on behalf of Brunswick Public Art, announced the placement of two new pieces of public art, at the Dog Park and at Coffin School.

Chair Brayman received correspondence from a local realtor who remarked about the slow, steady improvement in the real estate market.

Councilor Watson congratulated the Brunswick Dragons football team for winning the first game of the season.

Councilor Millett announced there will be an Arts are Elementary fundraiser on September 25th.

(A copy of the letter from the School Superintendent and one from the Director of Planning and Development will be attached to the official minutes.)

Committee Reports *(This item was discussed at 7:15 p.m.)*

Councilor Perreault said the Social Services Committee has a final policy draft ready to go to the full Council.

Councilor Wilson announced the Teen Center 10th anniversary year kick-off Open House event on September 17th.

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Councilor Walker gave a report on the Recycling and Sustainability Committee meeting about Solarize Brunswick. Councilor Wilson asked a question, to which Linda Smith, Business Development Manager, responded.

Councilor Watson and Councilor Millett commented on the number of people associated with the recent air show who were from Brunswick.

Chair Brayman appointed Councilor Millett to the Trust Fund Advisory Committee.

Chair Brayman reported on the Finance Committee meeting.

MANAGER'S REPORT:

- a) Recognition of donation of a granite bench in honor of Numa and Jean McDuff** *(This item was discussed at 7:27 p.m.)*

Manager Eldridge thanked the family for the donation and said the bench will be located at the Mill Street canoe portage.

(A copy of a memo from the Parks and Facilities Manager/Town Arborist will be attached to the official minutes.)

- b) Recognition of Brunswick's designation of a Bicycle Friendly Community by the League of American Bicyclists** *(This item was discussed at 7:28 p.m.)*

Manager Eldridge made this announcement.

(A copy of an article from the Portland Press Herald will be attached to the official minutes.)

- c) Update on Pine Street Gate access to Brunswick Landing** *(This item was discussed at 7:32 p.m.)*

Manager Eldridge gave this update.

Councilor K. Wilson commented on the importance of this access for children going to the Recreation Center.

- d) Update on Downtown Brunswick being considered for a Commercial Historic District nomination by the Maine Historic Preservation Commission** *(This item was discussed at p.m.)*

Claudia Knox extended an invitation to an informational meeting at Curtis Memorial Library on September 15th at 4:00 p.m.

Councilor Perreault, Councilor Millett, and Chair Brayman asked questions, to which Claudia Knox, and Debora King of the Brunswick Downtown Association, responded.

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(A copy of a letter from the Brunswick Downtown Association will be attached to the official minutes.)

e) Update on Zoning Rewrite Process *(This item was discussed at 7:45 p.m.)*

Manager Eldridge gave this update.

Councilor Walker asked a question, to which Manager Eldridge responded.

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

f) Report on the repeal of Thomas Point Closure *(This item was discussed at 7:47 p.m.)*

Marine Resources Officer/Harbor Master Dan Devereaux made this report.

Councilor Harris, Councilor Millett, and Councilor Walker asked questions and made comments, to which Dan Devereaux responded.

Steve Langsdorf, Town Attorney, offered a suggestion.

Councilor Perreault and Councilor S. Wilson made comments on the issue.

Mark Latti, Marine Resource Committee Chair, spoke on the issue.

Councilor K. Wilson and Councilor Millett asked questions, to which Mark Latti responded.

Councilor Watson commented on the issue.

Darcy Couture, Marine scientist, talked about the issue.

(A copy of a letter from the Marine Resource Officer/Harbor Master will be attached to the official minutes.)

g) Update on 3 Lincoln Street *(This item was discussed at 8:19 p.m.)*

Manager Eldridge gave this update.

h) Notice of property tax bills being mailed *(This item was discussed at 8:20 p.m.)*

Manager Eldridge said the tax rate will be \$28.36 and bills will go out this week.

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

PUBLIC HEARING

89. The Town Council will hear public comments on an application for Special Amusement License, and will take any appropriate action. (Manager) *(This item was discussed at 8:22 p.m.)*

Special Amusement

Bowdoin College

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

David Saul Smith Union

S. Catherine Longley

Chair Brayman opened the public hearing.

Deputy Town Clerk Elin Gould spoke on the item.

Chair Brayman closed the public hearing.

Councilor Walker moved, Councilor Watson seconded, to approve the Special Amusement License for Bowdoin College Magee’s Pub. The motion carried with eight (8) yeas.

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) *(This item was discussed at 8:23 p.m.)*

Manager Eldridge explained this item.

Paul Caron, School Department Facilities and Transportation Director, made a presentation.

Councilor Harris, Councilor Perreault, Councilor Walker, and Councilor Watson asked questions, to which Paul Caron and **Mike O’Brien** from Siemens, responded.

Chair Brayman opened the floor for public comments.

Jim Trusiani, 6 Pleasant Street, commented on the lack of funds set aside for projects such as this.

Joe Ciarrocca, 532 Harpswell Road, had several comments about current maintenance and the reliability of the proposed system.

Richard Fisco, 2 Lincoln Street, said he is suspicious of requirements recommended by the School Department.

Councilor S. Wilson moved, Councilor Millett seconded, 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.”

Councilor Millett and Councilor Harris made suggestions on the topic. Chair Brayman and Manager Eldridge responded.

Councilor Watson asked a question, to which Paul Caron responded.

Vote on the Motion:

Councilor S. Wilson moved, Councilor Millett seconded, 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.” The motion carried with eight (8) yeas.

(Copies of a memo from the Town Manager and the School Superintendent, as well as a proposal from Siemens, and the proposed ordinance, will be attached to the official minutes.)

- 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) *(This item was discussed at 8:56 p.m.)***

Manager Eldridge reviewed the history of this project.

Cathy Jamison, Assessor, spoke about where the Town is currently with its values.

Councilor S. Wilson requested that the Assessor and Town Manager have explanations about revaluation and its benefits available at the public hearing.

Councilor Millett asked a question, to which Manager Eldridge and Chair Brayman responded.

Councilor S. Wilson asked a question, to which Cathy Jamison responded.

Chair Brayman opened the floor for public comment.

Jim Trusiani, 6 Pleasant Street, said it is time for Brunswick to have a revaluation done.

Richard Fisco, 2 Lincoln Street, said this is a good thing.

Councilor Millett moved, Councilor K. Wilson seconded, 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.” The motion carried with eight (8) yeas.

(Copies of memos from the Town Manager and the Assessor, the relevant page from the CIP, and Capital Outlay Project Summary, as well as the proposed ordinance and bond amortization schedule, will be attached to the official minutes.)

- 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) (This item was discussed at 9:11 p.m.)**

Manager Eldridge explained this item.

Councilor Walker asked a question, to which Manager Eldridge responded.

Councilor Millett moved, Councilor K. Wilson seconded, 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. The motion carried with eight (8) yeas.

(A copy of a memo from the Town Manager and a letter from DEP will be attached to the official minutes.)

- 93. The Town Council will consider appointments to the Brunswick/Topsham Water District, and will take any appropriate action. (Appointments Committee) (This item was discussed at 9:14 p.m.)**

Councilor Millett nominated Richard Moll for appointment and David Ivery for reappointment to the Brunswick Topsham Water District Board of Trustees for terms to expire on 9/13/2018.

The Council voted unanimously to approve the nominations.

Town Council Minutes

September 8, 2015

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Councilor Watson moved, Councilor Walker seconded, to adjourn the meeting. The motion carried with eight (8) yeas.

The meeting adjourned at 9:15 p.m.

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

Elin M. Gould
Deputy Town Clerk
September 9, 2015

September 21, 2015
Date of Approval

Council Chair

CONSENT AGENDA - B BACK UP MATERIALS



Maine Municipal
Association

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

MEMORANDUM

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

FROM: Stephen W. Gove, Interim Executive Director

DATE: September 1, 2015

SUBJECT: Voting Credentials for MMA Annual Business Meeting

The Maine Municipal Association Annual Business Meeting is being held in conjunction with the MMA Annual Convention and will take place on **Wednesday, October 7, 2015, at 1:30 p.m. in the Cumberland Room at the Augusta Civic Center.** The MMA Bylaws entitle each member community to one (1) voting representative.

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

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

If you plan to be at the MMA Annual Convention and would like to have a Voting Delegate represent your municipality, please complete the MMA Voting Delegate Credential Form and return to our office by **Tuesday, October 6, 2015** or bring it with you to the MMA Annual Business Meeting. We have provided a self-addressed, self-stamped envelope for your convenience.

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

**Maine Municipal Association
Annual Business Meeting
Wednesday, October 7, 2015
1:30 – 2:30 p.m.
Augusta Civic Center
Level 1 – Cumberland Room**

AGENDA

1. **Introductions and Welcoming Remarks – MMA President Stephan Bunker
(Selectperson, Town of Farmington)**
2. **Approval of 2014 MMA Annual Business Meeting Minutes – Stephan Bunker**
3. **MMA President’s Report – Stephan Bunker**
4. **Announcement of Election Results for MMA Executive Committee and
Introduction of New Executive Committee Members – Stephan Bunker**
5. **Executive Director’s Report - Stephen Gove, Interim Executive Director**
6. **Other Business (*comments from the floor*)**
7. **Adjournment**

**MAINE MUNICIPAL ASSOCIATION
VOTING DELEGATE CREDENTIALS**

_____ is hereby designated as the official Voting Delegate and
(name)
_____ as the alternate voting delegate for _____
(name) (municipality)
to the Maine Municipal Association Annual Business Meeting which is scheduled to be held,
Wednesday, October 7, 2015, 1:30 p.m., at the Augusta Civic Center, Augusta, Maine.

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

Date: _____ **Municipality:** _____

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

Name: _____ **Position:** _____

Or Signed by a Majority of Municipal Officers:

_____	_____
_____	_____
_____	_____
_____	_____

Please return this form no later than **Tuesday, October 6, 2015** or bring it with you to the MMA Annual Business Meeting. If mailing, send to:

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

MANAGER'S REPORT - A BACK UP MATERIALS

FOR 2016 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
10 Taxes						
111190 41101 Property Taxes	38,824,828	38,824,828	710.98	500.00	38,824,117.02	.0%
111190 41103 Deferred Property Tax	-200,000	-200,000	.00	.00	-200,000.00	.0%
111190 41104 Tax Abatements	-75,000	-75,000	-3,756.54	-720.62	-71,243.46	5.0%
111190 41105 Interest on Taxes	65,000	65,000	17,172.61	5,219.17	47,827.39	26.4%
111190 41106 Tax Lien Costs Revenue	13,000	13,000	16,249.80	15,474.38	-3,249.80	125.0%
111190 41107 Tax Lien Interest Rev	13,000	13,000	19,091.21	19,091.21	-6,091.21	146.9%
111190 41109 Payment in Lieu of Ta	175,000	175,000	.00	.00	175,000.00	.0%
111190 41199 Miscellaneous tax adj	4	4	.00	.00	4.00	.0%
111191 41110 Excise Tax - Auto	2,865,000	2,865,000	544,432.94	270,859.99	2,320,567.06	19.0%
111191 41111 Excise Tax Boat/ATV/S	25,000	25,000	2,909.00	427.90	22,091.00	11.6%
111191 41112 Excise Tax - Airplane	3,500	3,500	.00	.00	3,500.00	.0%
TOTAL Taxes	41,709,332	41,709,332	596,810.00	310,852.03	41,112,522.00	1.4%
TOTAL REVENUES	41,709,332	41,709,332	596,810.00	310,852.03	41,112,522.00	
20 Licenses & Fees						
121111 42207 Passport Fees	9,500	9,500	1,400.00	850.00	8,100.00	14.7%
121111 42209 Passport Picture Reve	3,000	3,000	630.00	360.00	2,370.00	21.0%
121411 42100 Building Permits	145,000	145,000	26,775.47	12,340.52	118,224.53	18.5%
121411 42101 Electrical Permits	34,000	34,000	5,700.10	2,472.48	28,299.90	16.8%
121411 42102 Plumbing Permits	22,000	22,000	5,707.50	3,120.00	16,292.50	25.9%
121411 42103 Zoning Board Fees	0	0	75.00	.00	-75.00	100.0%
121611 42200 Hunting & Fishing Lic	1,100	1,100	177.75	64.50	922.25	16.2%
121611 42201 Dog License Fee	2,500	2,500	70.00	27.00	2,430.00	2.8%
121611 42202 Vital Statistics	50,000	50,000	9,707.60	5,680.40	40,292.40	19.4%
121611 42203 General Licenses	21,270	21,270	1,973.00	198.00	19,297.00	9.3%
121611 42204 Victulars/Innkeepers	18,250	18,250	150.00	.00	18,100.00	.8%
121611 42205 Shellfish Licenses	17,400	17,400	375.00	.00	17,025.00	2.2%
121611 42206 Neutered/Spayed Dog L	4,730	4,730	104.00	40.00	4,626.00	2.2%
121611 42208 Postage Fees	0	0	39.98	39.98	-39.98	100.0%
121911 42300 Planning Board Appl F	22,500	22,500	7,743.40	3,278.40	14,756.60	34.4%
122121 42400 Fire Permits	500	500	.00	.00	500.00	.0%
122221 42500 Conc Weapons Permits	600	600	30.00	30.00	570.00	5.0%
123131 42600 Public Works Opening	8,000	8,000	3,680.00	2,750.00	4,320.00	46.0%
TOTAL Licenses & Fees	360,350	360,350	64,338.80	31,251.28	296,011.20	17.9%
TOTAL REVENUES	360,350	360,350	64,338.80	31,251.28	296,011.20	
30 Intergovernmental						

FOR 2016 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>131122 43505 FD EMPG grant</u>	15,000	15,000	.00	.00	15,000.00	.0%
<u>131132 43103 Highway Grant Fund</u>	195,000	195,000	.00	.00	195,000.00	.0%
<u>131142 43104 State General Assista</u>	24,000	24,000	995.69	995.69	23,004.31	4.1%
<u>131190 43102 State Tax Exemption R</u>	40,000	40,000	.00	.00	40,000.00	.0%
<u>131192 43101 State Revenue Sharing</u>	1,088,154	1,088,154	226,944.65	75,411.32	861,209.35	20.9%
<u>131192 43106 Snowmobile Receipts</u>	1,400	1,400	.00	.00	1,400.00	.0%
<u>134546 43120 State Education Subsi</u>	9,826,081	9,826,081	744,104.83	744,104.83	9,081,976.17	7.6%
TOTAL Intergovernmental	11,189,635	11,189,635	972,045.17	820,511.84	10,217,589.83	8.7%
TOTAL REVENUES	11,189,635	11,189,635	972,045.17	820,511.84	10,217,589.83	
<u>40 Charges for services</u>						
<u>141111 44110 Agent Fee Auto Reg</u>	47,000	47,000	9,252.00	4,452.00	37,748.00	19.7%
<u>141111 44111 Agent Fee Boat/ATV/Sn</u>	1,500	1,500	267.00	54.00	1,233.00	17.8%
<u>141211 44121 Rental of Property</u>	1,200	1,200	200.00	100.00	1,000.00	16.7%
<u>142121 44155 Ambulance Service Fee</u>	845,000	845,000	158,585.73	111,076.29	686,414.27	18.8%
<u>142121 44166 Special Detail - Fire</u>	1,000	1,000	391.60	391.60	608.40	39.2%
<u>142221 44161 Witness Fees</u>	3,000	3,000	100.00	100.00	2,900.00	3.3%
<u>142221 44162 Police Reports</u>	4,500	4,500	430.00	430.00	4,070.00	9.6%
<u>142221 44163 School Resource Offic</u>	86,000	86,000	.00	.00	86,000.00	.0%
<u>142221 44165 Special Detail - Poli</u>	3,000	3,000	2,321.00	2,321.00	679.00	77.4%
<u>142221 44167 Dispatch Services fee</u>	143,760	143,760	32,058.41	11,170.18	111,701.59	22.3%
<u>143431 44175 Recycling Revenue</u>	25,000	25,000	4,937.80	2,470.60	20,062.20	19.8%
<u>144545 44100 School Tuition, etc</u>	102,000	102,000	.00	.00	102,000.00	.0%
TOTAL Charges for services	1,262,960	1,262,960	208,543.54	132,565.67	1,054,416.46	16.5%
TOTAL REVENUES	1,262,960	1,262,960	208,543.54	132,565.67	1,054,416.46	
<u>50 Fines & Penalties</u>						
<u>151621 45103 Unlicensed Dog Fines</u>	10,000	10,000	200.00	100.00	9,800.00	2.0%
<u>152121 45104 False Alarm Fire</u>	1,000	1,000	.00	.00	1,000.00	.0%
<u>152121 45107 Fire Code Violation F</u>	0	0	400.00	.00	-400.00	100.0%
<u>152221 45100 Ordinance Fines</u>	600	600	70.00	.00	530.00	11.7%
<u>152221 45101 Parking Tickets</u>	30,000	30,000	4,995.00	1,985.00	25,005.00	16.7%
<u>152221 45102 Leash Law Fines</u>	100	100	25.00	25.00	75.00	25.0%
<u>152221 45105 False Alarm Police</u>	100	100	.00	.00	100.00	.0%
TOTAL Fines & Penalties	41,800	41,800	5,690.00	2,110.00	36,110.00	13.6%
TOTAL REVENUES	41,800	41,800	5,690.00	2,110.00	36,110.00	

FOR 2016 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<hr/> 60 Interest earned <hr/>						
161193 46100 Interest Earned	20,000	20,000	853.68	853.68	19,146.32	4.3%
TOTAL Interest earned	20,000	20,000	853.68	853.68	19,146.32	4.3%
TOTAL REVENUES	20,000	20,000	853.68	853.68	19,146.32	
<hr/> 70 Donations <hr/>						
171952 47000 BDC Contrib to Econ D	94,000	94,000	.00	.00	94,000.00	.0%
171952 47002 MRRA - MCOG DUES	15,000	15,000	15,208.50	15,208.50	-208.50	101.4%
TOTAL Donations	109,000	109,000	15,208.50	15,208.50	93,791.50	14.0%
TOTAL REVENUES	109,000	109,000	15,208.50	15,208.50	93,791.50	
<hr/> 80 Use of fund balance <hr/>						
181100 48000 Unapprop General Fund	825,000	825,000	.00	.00	825,000.00	.0%
181100 48001 Bal of State Revenue	50,000	50,000	.00	.00	50,000.00	.0%
184500 48004 School Balance Forwar	3,067,309	3,067,309	.00	.00	3,067,309.00	.0%
184500 48005 Restricted-Sch Bond P	119,800	119,800	.00	.00	119,800.00	.0%
TOTAL Use of fund balance	4,062,109	4,062,109	.00	.00	4,062,109.00	.0%
TOTAL REVENUES	4,062,109	4,062,109	.00	.00	4,062,109.00	
<hr/> 90 Other <hr/>						
191111 49000 Finance Miscellaneous	4,000	4,000	137,497.67	137,319.02	-133,497.67	3437.4%
191111 49104 Property & Casualty D	0	0	10,052.00	10,052.00	-10,052.00	100.0%
191111 49105 Postage & Handling	0	0	26.00	2.00	-26.00	100.0%
191111 49106 W/C Proceeds	0	0	5,563.01	3,399.62	-5,563.01	100.0%
191192 49100 Cable Television	225,000	225,000	.00	.00	225,000.00	.0%
191611 49000 Town Clerk Miscellane	1,300	1,300	298.25	66.50	1,001.75	22.9%
191911 49000 Planning Miscellaneous	200	200	111.00	105.00	89.00	55.5%
192121 49000 Fire Miscellaneous	5,800	5,800	14,022.00	14,022.00	-8,222.00	241.8%
192194 49151 Fire Vehicle Sales	0	0	5,700.00	.00	-5,700.00	100.0%

FOR 2016 02

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<u>192221 49000 Police Miscellaneous</u>	10,000	10,000	14,011.21	14,000.00	-4,011.21	140.1%
<u>193131 49000 Public Works Miscella</u>	2,000	2,000	12.28	12.28	1,987.72	.6%
<u>194545 49000 School Miscellaneous</u>	93,000	93,000	4,049.63	3,994.63	88,950.37	4.4%
<u>199980 48100 General Fund Transfer</u>	500,000	500,000	.00	.00	500,000.00	.0%
TOTAL Other	841,300	841,300	191,343.05	182,973.05	649,956.95	22.7%
TOTAL REVENUES	841,300	841,300	191,343.05	182,973.05	649,956.95	
GRAND TOTAL	59,596,486	59,596,486	2,054,832.74	1,496,326.05	57,541,653.26	3.4%

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

FOR 2016 02

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/>							
00 Fill							
<hr/>							
19000 General Fund Transfers Out	1,368,236	1,368,236	1,418,236.00	1,418,236.00	.00	-50,000.00	103.7%
TOTAL Fill	1,368,236	1,368,236	1,418,236.00	1,418,236.00	.00	-50,000.00	103.7%
10 General Government							
<hr/>							
11000 Administration	583,769	583,769	65,330.97	41,630.93	.00	518,438.03	11.2%
11100 Finance Department	710,161	710,161	99,630.07	57,291.37	.00	610,530.93	14.0%
11150 Technology Services Dept	363,164	363,164	109,618.07	25,431.17	62,799.11	190,746.82	47.5%
11200 Municipal Officers	85,665	85,665	2,598.30	1,525.58	.00	83,066.70	3.0%
11210 Munic Bldg - 85 Union	214,863	214,863	26,133.81	11,975.61	5,612.45	183,116.74	14.8%
11230 Risk Management	479,057	479,057	124,760.71	4,598.56	78,332.50	275,963.79	42.4%
11240 Employee benefits	0	0	104,377.61	126,745.86	.00	-104,377.61	100.0%
11250 Cable TV	61,298	61,298	7,176.58	3,925.00	150.36	53,971.06	12.0%
11300 Assessing	295,863	295,863	36,306.21	17,438.41	3,328.00	256,228.79	13.4%
11600 Town Clerk & Elections	363,719	363,719	43,528.40	25,491.15	139.90	320,050.70	12.0%
11900 Planning Department	480,995	480,995	51,756.63	30,624.40	.00	429,238.37	10.8%
11950 Economic Development Dept	115,106	115,106	15,714.24	10,219.54	-1,620.00	101,011.76	12.2%
TOTAL General Government	3,753,660	3,753,660	686,931.60	356,897.58	148,742.32	2,917,986.08	22.3%
20 Public Safety							
<hr/>							
12100 Fire Department	3,154,491	3,154,491	389,433.07	227,205.83	50,124.01	2,714,933.92	13.9%
12150 Central Fire Station	59,158	59,158	5,102.57	2,512.26	1,325.00	52,730.43	10.9%
12160 Emerson Fire Station	49,328	49,328	7,720.56	5,807.76	5,331.75	36,275.69	26.5%
12200 Police Department	3,836,175	3,836,175	502,381.65	272,871.73	568.00	3,333,225.35	13.1%
12210 Police Special Detail	0	0	1,985.87	1,985.87	.00	-1,985.87	100.0%
12220 Emergency Services Dispatch	812,214	812,214	99,531.35	56,908.81	5,895.00	706,787.65	13.0%
12250 Police Station Building	101,431	101,431	7,227.22	4,969.05	.00	94,203.78	7.1%
12310 Streetlights	211,000	211,000	32,242.54	16,280.96	.00	178,757.46	15.3%
12320 Traffic Signals	31,600	31,600	3,839.50	3,312.50	.00	27,760.50	12.2%
12330 Hydrants	465,000	465,000	4,200.95	.00	.00	460,799.05	.9%
12340 Civil Emergency Preparedness	2,000	2,000	480.00	480.00	.00	1,520.00	24.0%
TOTAL Public Safety	8,722,397	8,722,397	1,054,145.28	592,334.77	63,243.76	7,605,007.96	12.8%
30 Public Works							
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FOR 2016 02

30	Public Works	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
13100	Public Works Administration	446,577	446,577	56,681.74	33,124.69	.00	389,895.26	12.7%
13110	PW General Maintenance	1,713,865	1,713,865	156,564.39	88,397.99	37,330.25	1,519,970.36	11.3%
13130	Refuse Collection	611,556	611,556	68,306.43	63,412.03	332,818.77	210,430.80	65.6%
13140	Recycling	298,631	298,631	23,644.93	23,834.93	263,111.07	11,875.00	96.0%
13150	PW Central Garage	724,112	724,112	92,897.87	59,378.09	9,308.00	621,906.13	14.1%
	TOTAL Public Works	3,794,741	3,794,741	398,095.36	268,147.73	642,568.09	2,754,077.55	27.4%
40 Human Services								
14100	General Assistance	169,994	169,994	17,768.00	9,478.74	260.77	151,965.23	10.6%
14120	Health & Social Services	12,766	12,766	18,378.25	.00	.00	-5,612.25	144.0%
	TOTAL Human Services	182,760	182,760	36,146.25	9,478.74	260.77	146,352.98	19.9%
45 Education								
14500	School Department	36,525,855	36,525,855	1,957,754.58	793,394.62	.00	34,568,100.42	5.4%
	TOTAL Education	36,525,855	36,525,855	1,957,754.58	793,394.62	.00	34,568,100.42	5.4%
50 Recreation and Culture								
15000	Recreation Administration	439,700	439,700	64,068.53	34,442.34	.00	375,631.47	14.6%
15050	Rec Buildings and Grounds	699,391	699,391	95,124.69	64,081.58	-5,630.00	609,896.31	12.8%
15250	Rec Building 211	173,982	173,982	4,953.56	4,750.93	764.53	168,263.91	3.3%
15300	Teen Center	15,000	15,000	15,000.00	.00	.00	.00	100.0%
15310	People Plus	118,300	118,300	119,300.00	6,000.00	-6,000.00	5,000.00	95.8%
15400	Curtis Memorial Library	1,325,000	1,325,000	327,499.97	218,333.34	.00	997,500.03	24.7%
	TOTAL Recreation and Culture	2,771,373	2,771,373	625,946.75	327,608.19	-10,865.47	2,156,291.72	22.2%
60 Intergovernmental								
16000	County tax	1,360,042	1,360,042	.00	.00	.00	1,360,042.00	.0%

FOR 2016 02

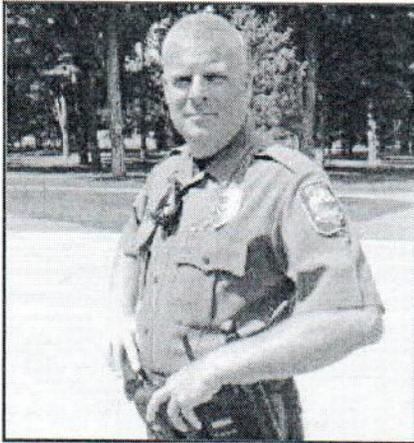
60	Intergovernmental	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
	TOTAL Intergovernmental	1,360,042	1,360,042	.00	.00	.00	1,360,042.00	.0%
70 Unclassified								
17000	Promotion and Development	161,917	161,917	123,450.30	30,432.84	.00	38,466.70	76.2%
17010	Additional School Assistance	10,000	10,000	.00	.00	.00	10,000.00	.0%
17020	Cemetery Care	3,000	3,000	2,000.00	1,000.00	.00	1,000.00	66.7%
17030	Wage Adjustment Account	43,000	43,000	.00	.00	.00	43,000.00	.0%
	TOTAL Unclassified	217,917	217,917	125,450.30	31,432.84	.00	92,466.70	57.6%
80 Debt Service								
18020	2006 CIP G/O Bonds	244,000	244,000	.00	.00	.00	244,000.00	.0%
18030	2011 GO CIP Bonds	255,380	255,380	.00	.00	.00	255,380.00	.0%
18040	Police Station Bond	400,125	400,125	.00	.00	.00	400,125.00	.0%
	TOTAL Debt Service	899,505	899,505	.00	.00	.00	899,505.00	.0%
	GRAND TOTAL	59,596,486	59,596,486	6,302,706.12	3,797,530.47	843,949.47	52,449,830.41	12.0%

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

MANAGER'S REPORT - B BACK UP MATERIALS

Terry Goan named Best Police Officer in Mid-coast

Times Record Staff



BRUNSWICK POLICE Officer Terry Goan. CONTRIBUTED

PHOTOBRUNSWICK

Police Officer Terry Goan has been voted the Midcoast's best police officer.

In his 17th year with Brunswick Police Department, Goan is a well-known figure around town. He lives in Brunswick and makes it a point to be seen in the community.

"I always wanted to be in law enforcement," said Goan, who went to the Criminal Justice Police Academy in 1989.

Goan took classes at the University of Southern Maine after high school and got his degree in criminology. He started his career in law enforcement at the Cumberland County Sheriff's Department. He worked there for about eight years before he was hired at Brunswick Police Department in 1997.

"It's been a good career," Goan said. He was the community policing officer for about 12 years — a position he applied for after a couple years on the force.

He loved the time he spent in the community policing program, doing things like meeting with groups of residents, helping kids with bicycle safety and working with the local TRIAD organization to help keep seniors safe as well as the Good Morning Program which sends cruisers to a senior's home if they don't call in the morning. It was a proactive program that provided consistency by having the same person involved in these community functions.

"I think it's not knowing what each day is going to bring," Goan said, describing his favorite part of the job. Every day is different.

Many people also know Goan because he substitute teaches at Brunswick High School when he's available and also teaches drivers education. When he retires from the police department he hopes to land a job teaching at the high school as an education technician.

Knowing that people voted for him as their favorite police officer, most probably from Brunswick, is "kind of awesome," he said.

It is a job he believes he'd do all over again, the father of three said.

"It's all about the people," Goan said.

See more award winners in The Times Record's Best of the Midcoast supplement in today's paper.

dmoore@timesrecord.com

MANAGER'S REPORT - C BACK UP MATERIALS



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

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

BRIDGER G. TOMLIN

303-817-8985

BOWDOIN FELLOW TO PLANNING & DEVELOPMENT bfellow@brunswickme.org

September 16, 2015

To: Town Council
From: Bridger Tomlin, Bowdoin Fellow
Subject: Kate Furbish Trail Naming: Town Council Report

As part of my Bowdoin summer fellowship for the Town of Brunswick's Planning office, I have focused on the Kate Furbish Preserve and naming its trails. This trail naming project has been conducted with the intent to name various segments after the people and places that were a part of the Merriconeag Community, where the Preserve is now, from the 1700s until the time of the Brunswick Naval Air Station expansion in 1953. The goal of this naming is to best represent the community throughout history and various changes over time.

In order to ascertain the most comprehensive and diverse perspective on the Merriconeag Community, what life was like there, and what families played an important role in the area, I have delved into a variety of resources. The following people and documentation have been instrumental in supplying background on the parcel and considerable historical information on the community and its resident's lives:

- Fred Koerber: Local Historian
- Barbara Desmarias: Local Historian
- Richard Snow: Local Historian
- Tim Tetu: Land abutter and history aficionado

- Julie Isbill: NPS Rivers, Trails, and Conservation Assistant.
- The Pejepscot Historical Society
- Helene Bisson: Lived in the Merriconeag Community
- Bea Dubois: Lived in the Merriconeag Community
- New Meadows and Gatchell Cemetery site walks: Cemeteries for the Merriconeag Community
- RTOS Kate Furbish Preserve Management plan
- BNAS Environmental Impact Statement
- Historical maps, newspaper articles, photographs, and diaries.
- Tax and legal documentation
- Brunswick Naval Air Station (BNAS) Reports

A planning committee comprised of me and four Brunswick High School are now ready to propose the trail names. The high school students, all rising seniors include Mae Wilson, Noah Imperato, Julia Casey, and Ben Farrell. This committee, which has been meeting weekly as of June 17th until the week of July 20th, has been busy looking at historical accounts of and information on the Merriconeag community, interviewing people who resided in the community, and touring the preserve and the remains of the community that was once there. In my time being a fellow for the Town of Brunswick's Planning and Development office, from June 2nd to August 5th, working 40 plus hours a week, about 3/5ths of my time was spent working on this project.

Additionally, the committee has put out press releases asking for public input and information from people who lived in the community in The Times Record, The Forecaster, The Coastal Journal, The Portland Press Harold, and a Brunswick email subscription called the "Brunswick Blast." There have been other articles printed about this trail naming in The Forecaster, the Bangor Daily News, and by Bowdoin College.

In determining which names got selected and paired with a trail or other Preserve feature, the trail naming committee established the following criteria:

- How long the family/person lived on the Preserve or was a part of the community.
- Where the family/person lived in the community.
- If the family/person had any interesting or noteworthy stories that are supported by objective sources.
- If the family/person contributed significantly to the community.

- Level to which the family/person already has a road or something else named after them in Brunswick.

As of now, the naming committee comprised of myself and four Brunswick High School students propose these specific names for trails, trailheads, and scenic overlooks. These names were selected with the intent of creating the most robust and complete historical picture and representation of the Merriconeag Community throughout the three centuries it existed. These names are found to be the most names that best represent the different types of people, stories, and industry that defined the community.

These are the following names we are proposing:

West Side:

- **Given Trail:** The Given family emigrated from Ireland in the early 1700s where they were deeply involved in the shipbuilding industry and maritime culture. The Givens owned a large portion of land on both the West and East side of the current Preserve.
- **Dunning Trail:** English immigrants that lived in the community from 1717. The family built some of the first ships in Middle Bay and took part in the heralded tradition of shipbuilding that came to define this area. The Dunnings lived on the West side of the community where the Preserve runs close to Harpswell road.
- **Hummer Trail:** The family lived in the community at the start of the 20th century and owned the 1st home on Old Middle Bay Road. Their Property was by Dyer's Corner on the W. side on the North where the golf clubhouse is now. Their property taken by the federal government in 1953.
- **Von Huene Connector:** Aimee Von Huene and her 6 children moved to the community in 1948 from Germany after her husband was killed in WWII. Her male children attended Bowdoin and she fixed up a 150+ year old home in the community. The family home was on the Old Middle Bay Road which ran through the NW area of the Preserve. The house was taken in 1953 by the federal government.
- **Grange Gathering Trailhead:** The Dirigo Grange existed in the Western edge of the community on Harpswell road and Old Middle Bay road. It served as an important cultural and social location for the whole community. It burned down twice in the 1950s and 1960s.
- **Shipbuilder's Scenic Overlook:** Great views of Harpswell Cove are accessible from this viewpoint. It is named in honor of the shipbuilding industry that defined much of this area and employed a large portion of the community. Shipyards existed in land south of the Preserve, this overlook gives a glimpse of where the building occurred.
- **Lachapelle Loop:** The loop honors the story of how a plane crashed into the Lachapelle's (luckily vacant) home, completely flattening the house; no one was hurt or injured. This loop hints at the relationship between the community and the Navy and the future impact the BNAS would have on Merriconeag. The Lachapelle home was north of the Preserve towards Harpswell road.

- **Merriconeag Bridge:** The bridge connects the East and the West side of the Preserve, similar to how the name Merriconeag connected the people that comprised the community.

East Side:

- **Gatchell Loop:** The Gatchell family lived in the community from the late 1700s, but started operating a saw mill on Mare Brooke in the 1800s that was a centerpiece of the area. The family has their own graveyard by Coombs and Purinton Roads. The Gatchell mill and home was located in the northern part of the Preserve at the beginning of Mare Brook. They also operated the woolen caroling and brick making mills.
- **Farrin Trail:** The Farrin's were Irish immigrants with the first family member moving in 1755 to Brunswick, where he taught school for many years. They had a farmstead and built the "Old Farrin Place" which would later house many other families. The Farrin homestead was located on the Southeast area of the Preserve near Prince's Point road.
- **Varney Trail:** Mr. and Mrs. Ralph Varney and her brother Milton Sadler lived in a house that was more than 100 years old (at the time). Milton Sadler operated a farm. Their property was situated on the Southeast side of the community. Members of the family have lived there since 1905, but their home was taken by the federal government in the 1950s.
- **Marriner Trail:** The family existed in the community in 1871 where they lived on the Northside by the Old Merriconeag road.
- **Leo's Lane:** Miss Mary Leo owned a home until the 1950's near Prince's Point road in the Southeast area of the Preserve; it was the old Farrin house. In 1938, Mary was one of Brunswick's first permanent residents to make an outlying country farm her year round home. She owned a salt water marsh and operated a farm. Her story represents a new wave of residents hoping to settle down in the community, but were evicted by the federal government and not able to set true roots down.
- **Tarr Trail:** The family owned property as of 1871 on the Southeast side of the community on old Prince's Point road, slightly to the South of the Preserve. Harvey Tarr went to Prince's Point School as a boy in the early 1900s. The school was later shut down in the 1930s. This family descended from Richard Tarr, who was born in the West of England around 1660; his grandchildren moved to Maine in early 1700s. William Tarr settled on Merriconeag Neck prior to 1753 (Located on the eastern section of the Preserve)
- **Snow Trail:** The Snow family owned a big farm and property dating back to the early 1800s. They had land taken on the Southeastern side of the community by the federal government in 1953.
- **Old School Trail:** Two schools existed in the community until the 1930s: Prince's Point School and Middle Bay School; many attendees met their future spouses at both schools. Old School Trail represents the youth that lived there and the community at large. The

Prince's Point School was located at the Northern tip of the trail, located within the Preserve.

- **Pulsifer's Point:** Paul and Jean owned and operated another sawmill in the community in the 1900s and lived near the old Prince's Point Road in the old school house. This point named after them harkens back to the sawmill tradition and resource utilization in the area that occurred in Mare Brook.
- **Coffin's Corner:** William Coffin owned a house in 1910 at the Southwestern Corner of Middle Bay road and Harpswell road by the Grange. (44 Harpswell road.) Robert Coffin had a house for summer residence, taken in 1953 on the East side by Prince's Point road. This house was made by the Given's for their son.
- **Prince's Peek:** The Prince family operated a large farm and controlled a large swath of land in the community that spans both the West and East side of the Preserve. This scenic overlook named in their honor supplies excellent views of Prince's Point, thus termed Prince's "Peek." The Prince's family residence dates back to the late 1800s. Their property was taken by the federal government in 1953.
- **Abenaki Trailhead:** The Abenaki Indian tribe subsisted in this area before European resettlement. While there is no major evidence that there was a major settlement where the Preserve is now, there are some archeological sites that suggest various hunting and gathering and migratory practices in the area.
- **Farm House Trailhead:** This trailhead is named to commemorate the major form of subsistence that defined the community, farming. A majority of residents farmed and cultivated the surrounding area. Some relics and foundations of farmsteads and homesteads can still be seen today; one such farmstead, operated by the Jordan family is located very close to this trailhead.
- **Chard Trailhead:** This trailhead commemorates the Chard family who lived in the community from the early 1900s and operated a chicken farm that supplied the community until their home was taken by the federal government in 1953. This chicken farm was located on the East side of the property very close to the trailhead.

Attached on the next page is a map of the Kate Furbish Preserve with the proposed trails paired with their respective trail and a legend of when the trail can be expected to be open for recreation.

If there are any more suggestions or information that one believes would be to use to the trail naming effort, please let me know. Feel free to contact me, Bridger at bfellow@brunswickme.org or 303-817-8985. I will be at the Town Council meeting on September 21th, 2015 to address any questions and to speak about the trail naming.

Intentionally left blank

Conceptual Kate Furbish Preserve Trail Map



Trail Types (colors are specific to trail name)

- Review within 5 years or sooner
- Open Currently or Soon
- Near-term Expansion
- + + + Future Possible Alternative

Town of Brunswick, Maine

Bridger Tomlin, Bowdoin Fellow
Date: 7/31/2015



Sources: Esri, HERE, DeLorme, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBasis, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

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

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

MANAGER'S REPORT – F BACK UP MATERIALS

Memo

To: John Eldridge, Town Manager
From: Thomas M. Farrell, Director 
Date: September 16, 2015
Re: *Amendment to Existing Resolution Establishing Brunswick Parks and Recreation Facilities as Tobacco Free Zones*

Earlier this summer the Brunswick Recreation Commission took action to amend an existing resolution it had originally adopted in 2002 which was reported to Brunswick Town Council at that time establishing certain Brunswick Parks and Recreation Facilities as Tobacco Free Zones. Over the past thirteen years staff has seen a significant reduction in the number of individuals using tobacco products at those facilities named in the 2002 resolution where signs were previously installed designating the areas as tobacco free.

In adopting the original resolution in 2002 the Recreation Commission worked with Access Health which is a local Healthy Maine Partnership, coordinated by Mid Coast Hospital that is dedicated to promoting health and well-being in Midcoast Maine. Earlier this year representatives from Access Health, the Brunswick Downtown Association, Brunswick Parks and Recreation and Police Departments met to discuss the potential implications of recommending the adoption of an ordinance relative to this topic to the current Town Council.

After discussions with the Recreation Commission and representatives from the above named entities it was decided by the Commission to not recommend the adoption of an ordinance at this time but rather to update the resolution to include information relating to vaping products which are non-FDA approved electronic delivery devices and to expand the list of properties to include all Town owned park and recreation facilities and areas identified in the Town's Parks and Recreation Areas Ordinance – Article V Section 14-124. The 2002 resolution pertained strictly to playing fields, playgrounds, recreation paths or trails owned, managed or used by the Town of Brunswick Parks and Recreation Department. When the resolution was initially approved signs were installed at these facilities designating them as tobacco free and were supplied by Access Health and the Healthy Maine Partnership.

Access Health will again be providing new signs at no cost to be installed at the Town's parks and recreation facilities. A sample of the sign template is included with this memo along with a copy of the updated resolution.

Representatives from Access Health, Brunswick Downtown Association, Recreation Commission, Brunswick Police Department and I will be present at the September 21st meeting of the Town Council to review the amended resolution and to address any questions you or the Council may have regarding this item.

**A RESOLUTION TO PROMOTE THE HEALTH AND WELLNESS
OF BRUNSWICK RESIDENTS AND VISITORS
BY ESTABLISHING BRUNSWICK PARKS AND RECREATION
FACILITIES AS TOBACCO-FREE ZONES**

WHEREAS the Town of Brunswick, Maine advocates and promotes good health, wellness and quality of life for its citizens and visitors; and

WHEREAS tobacco use is the single most preventable cause of death and disease in the United States, as well as in Brunswick, Maine, leading to more deaths than most other leading causes combined; and

WHEREAS secondhand smoke contains over 7,000 chemicals, more than 69 of which are known to cause cancer, and is a serious health risk to humans, especially infants, children and pregnant women; and

WHEREAS secondhand smoke increases a non-smoker's risk for heart disease and lung cancer; and

WHEREAS tobacco products which include cigarettes, cigars, pipes, snuff, dip, chewing tobacco, weed, plant and other forms of tobacco prepared in such a manner as to be suitable for smoking or chewing or both smoking and chewing contain many harmful ingredients and cancer-causing agents that are known to cause serious health problems in humans

WHEREAS the use of spit tobacco is associated with saliva, or spit, being cast upon the ground, seating areas and other surfaces in recreational settings, resulting in increased risk of non-users being exposed to the bacteria and viruses of a variety of respiratory illnesses; and

WHEREAS vaping products are non-FDA approved electronic nicotine delivery devices such as e-cigarettes, e-pipes, e-hookahs and hookah pens that are battery operated devices that are used to inhale a vaporized liquid solution that frequently contains nicotine and also contains additional ingredients that are suspected of being harmful to humans; and

WHEREAS the Town of Brunswick runs many recreational and leisure programs on playing fields and outdoor facilities owned by the Town of Brunswick; and

WHEREAS tobacco use in and around these recreational facilities and fields sends contradictory messages to young people being encouraged and coached by adults to participate in activities beneficial to their health, while at the same time they observe individuals using tobacco products and/or are adversely effected as the result of exposure to secondhand smoke and spit saliva; and

WHEREAS the mission of the Brunswick Parks and Recreation Department is to provide recreational and leisure opportunities that enhance the quality of life for its citizens and providing safe environments, and has an obligation to prohibit those activities which it deems contrary to this mission; and

WHEREAS tobacco-use, exposure to secondhand smoke, secondhand vapor and tobacco saliva spit are clearly contrary to enhancing the quality of life and providing safe environments.

NOW, THEREFORE BE IT RESOLVED by the Parks and Recreation Commission of the Town of Brunswick, that the Commission does hereby specifically prohibit the use of any tobacco product, including, but not limited to cigarettes, non-FDA approved electronic nicotine delivery devices cigars, snuff, dip and chewing tobacco, on, in or at any Town park or recreation facility or area as identified in the Town's Parks and Recreation Areas Ordinance – Article V Section 14-124, as well as at any event organized or run under the auspices of the Town of Brunswick Parks and Recreation Department.

Originally adopted by the Brunswick Recreation Commission at their April 22, 2002 meeting and reported to the Brunswick Town Council at its regular meeting held on May 6, 2002.

Amended by the Brunswick Recreation Commission at their meeting of June 17, 2015 and reported to the Brunswick Town Council at its regular meeting held on

_____.

**This is a
tobacco-free
area.**

Breathe easy, you're in *Maine.*



ITEM 94

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 9/21/2015 on the following license applications:

Automobile Graveyard/Junkyard

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

Shawn Letourneau

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

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

Fran Smith
Town Clerk

TOWN OF BRUNSWICK

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

APPLICATION FOR LICENSE OR PERMIT

New License: Opening Date _____ Renewal License

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

Business Address: 117 Bath Rd Business Phone Number: 725-4199

Name of Contact Person: Paula Letourneau Contact's Phone Number: 725-4199

Mailing Address for Correspondence: _____

Signature of Applicant: [Signature] Date: 8-31-15

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

Partnership-Partners' Names: _____

Corporation-Corporation Name: _____

Corporations Please Complete:

Incorporation Date: _____ Incorporation State: _____

Address of Incorporation: _____ Phone #: _____

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

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

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

Town Clerk Use Only:

Type of License auto graveyard / junkyard

All Licenses: PPT owed - need receipt
Personal Property Taxes Paid

Peddler: Codes _____ Codes Officer Signature

Seller of Prepared Food on Public Way: Insurance Binder Picture of Cart Council Approval

Victualer/Innkeeper/Tattooing Establishment State Health Certificate

Junkyard: Public Hearing Date 9/21/15 Advertising Fee

8060

Mailed or Issued Date: _____ Paid Fee: \$ 150⁰⁰ Cash/ Check Date SEP - 4 2015

License Fees & Schedule: Please check the type of license you are applying for.

Bazaar or Flea Market-Exp. June 30th

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

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

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

Carnival or Circus

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

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

Food Service Establishment (Victualer)-Exp. May 31st *Current State Health Certificate must accompany application*

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

FSE with Malt and Vinous (\$200)

FSE with Malt or Vinous (\$175)

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

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

Innkeeper-Exp. May 31st

1-15 Rooms (\$100)

16+ Rooms (\$175)

Current State Health Certificate must accompany application

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

Pawnbroker (\$75)-Exp. June 30th

Peddler:

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

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

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

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

Location: _____ *Exp. 1st PH in March*

As part of the application you must submit a letter of intent from insurance carrier, picture of food service device (not needed for renewals) and a victualer's license.

I certify that, to the best of my knowledge, I have complied with all laws and ordinances of the State of Maine and the Town of Brunswick.

(Signature of owner, officer, partner or agent)

New applicants must contact the Recreation Department for cart dimensions and mall access.

Tel# 207-725-6656

There is no proration on new licenses.

Tattooing Establishment (\$75)-Exp. June 30th *Current State Health Certificate must accompany application*

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

Statement of Standards
Brunswick Code of Ordinance and Title 30A, sub 3755-A

Standards. No permit shall be issued for an automobile graveyard, junkyard, or automobile recycling business unless the municipal officers of the Town of Brunswick find the following standards have been met:

1. The automobile graveyard, junkyard, or recycling business must be enclosed by a visual screen at least six (6) feet high and built in accordance with rules adopted by the Maine Department of Transportation in pursuant to Title 30A, Section 3759.
2. No vehicle, machine or equipment with an intact engine or motor may be stored within one hundred (100) feet of any body of water or freshwater or coastal wet land in an automobile graveyard, junkyard or automobile recycling business permitted for the first time after the effective date of this subsection.
3. No vehicle, machine or equipment may be dismantled or stored within five hundred (500) feet of a school, church, cemetery, or public playground or park in an automobile graveyard, junkyard or automobile recycling business permitted for the first time after the effective date of this subsection.
4. No vehicle, machine or equipment may be dismantled or stored over a sand and gravel aquifer or aquifer recharge area in an automobile graveyard, junkyard or automobile recycling business permitted for the first time after the effective date of this subsection.
5. No vehicle, machine or equipment containing fluids may be dismantled or stored within the one hundred-year floodplain in an automobile graveyard, junkyard or automobile recycling business permitted for the first time after the effective date of this subsection.
6. No vehicle, machine or equipment may be dismantled or stored in an automobile graveyard, junkyard or automobile recycling business permitted for the first time after the effective date of this subsection within one hundred (100) feet of a well that serves as a public or private water supply, excluding a private well which serves only the automobile graveyard, junkyard or automobile recycling business or the owner or operators abutting residence.

7. The yard, field or other area used for the automobile graveyard, junkyard, or automobile recycling business is owned by fee title without any encumbrances. In the alternative, the person may present notarized, written permission for the establishment, operation or maintenance of the automobile graveyard, junkyard or recycling business from the person owning the encumbrances.

8. No vehicle, machine, equipment or junkyard junk may be located, stored or dismantled closer than twenty (20) feet from any lot line unless the person has notarized written permission from the abutting property owner.

9. The following standards must be performed when dismantling any vehicle, machine or equipment:

i. The battery must be removed.

ii. Engine lubricant, transmission fluid, brake fluid and engine coolant must be drained into watertight, covered containers and must be recycled or disposed of in accordance with applicable federal or state laws, rules or regulations.

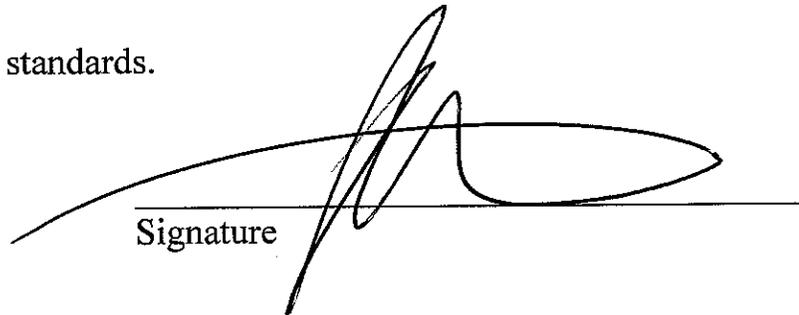
iii. Fluids from a vehicle may not be permitted to flow or be discharged into or onto the ground. The person establishing, operating or maintaining the automobile graveyard, junkyard or automobile recycling business must comply with all applicable federal or state laws related to hazardous material must be complied with.

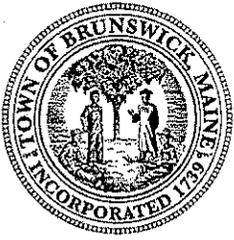
10. Before a permit is issued, the municipal officers designee shall inspect the premises and issue a report to the municipal officers regarding compliance with this subsection and any other applicable local, state or federal laws, ordinances, rules and regulations. No permit shall be issued if the person seeking the permit refuses to grant permission for this inspection.

I, Paula Letourneau have read the above and I am
Please print

in compliance with the standards.

Signature

A handwritten signature in black ink, appearing to read 'Paula Letourneau', is written over a horizontal line. The signature is stylized with a large loop and a long horizontal stroke.



Town of Brunswick, Maine

INCORPORATED 1739
MARINE RESOURCES & HARBOR MANAGEMENT
85 PLEASANT STREET
BRUNSWICK, MAINE 04011
TELEPHONE 207-725-5521 FAX 207-725-6663
Email – ddevereaux@brunswickpd.org



Daniel R. Devereaux
Marine Resource Officer
Harbormaster

September 9, 2015

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

RE: Brunswick Auto Recycling 2014-2015

Fran,

On 9/9/15 I conducted an onsite inspection of the Brunswick Auto Recycling Center. I did not note any environmental violations during my visit. Please see the attached inspection sheet. If you have any questions or concerns please feel free to contact me.

Regards,

Daniel R. Devereaux MRO/HM

Brunswick Auto Recycling

Business/Company

Map 41 Lot 2A

Map / Lot Number

117 Bath Rd.

Brunswick, ME 04011

Address

207-725-4199

Telephone Number

Daniel R. Devereaux MRO/HM

Brunswick Marine/Harbor Div

Name of inspector

9/09/2015

Date of inspection

Standards

1. Was the automobile junkyard/recycling business enclosed by a visual screen at least six feet high and built according to MDOT rules pursuant to Title 30A, Section 3759?
2. Were any vehicles, machines or equipment w/ an intact engine or motor stored within 100 feet of any body of water or freshwater or coastal wetland?
3. Were any vehicles, machines or equipment being dismantled or stored within 500 feet of a school, church, cemetery, or public playground or park?
4. Were any vehicles, machines or equipment being dismantled or stored over any sand or gravel aquifers or aquifer recharge areas?
5. Were any vehicles, machines or equipment containing fluids being dismantled or stored within the 100-year flood plain?
6. Were any vehicles, machines or equipment being dismantled or stored within 100 feet of a well that serves as a public or private water supply?
7. Was the area used for the business owned by fee title without any encumbrances?
8. Were any vehicles, machines, equipment or junk located, stored or being dismantled any closer than 20 feet from any lot line?

Yes	No
✓	
	✓
	✓
	✓
	✓
✓	
	✓

Standards

9. *Were batteries removed from dismantled vehicles?*

10. *Were engine lubricants, transmission fluids, brake fluids and engine coolants drained from vehicles into a watertight, covered container and either are being recycled or disposed of in accordance with Federal or State laws, rules or regulations?*

11. *Were fluids from any vehicle being permitted to flow or be discharged into or onto the ground in any way?*

Yes	No
✓	
✓	
	✓

Notes: NONE

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

September 6, 2013

Date



Daniel Devereaux

Brunswick Police Department Marine Division

ITEM 95

BACK UP MATERIALS

MEMORANDUM

TO: Town Council

FROM: John Eldridge
Town Manager

DATE: September 2, 2015

SUBJECT: Brunswick High School Boiler Project

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 8th 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.

MEMORANDUM

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

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

PROPOSAL

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

*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.

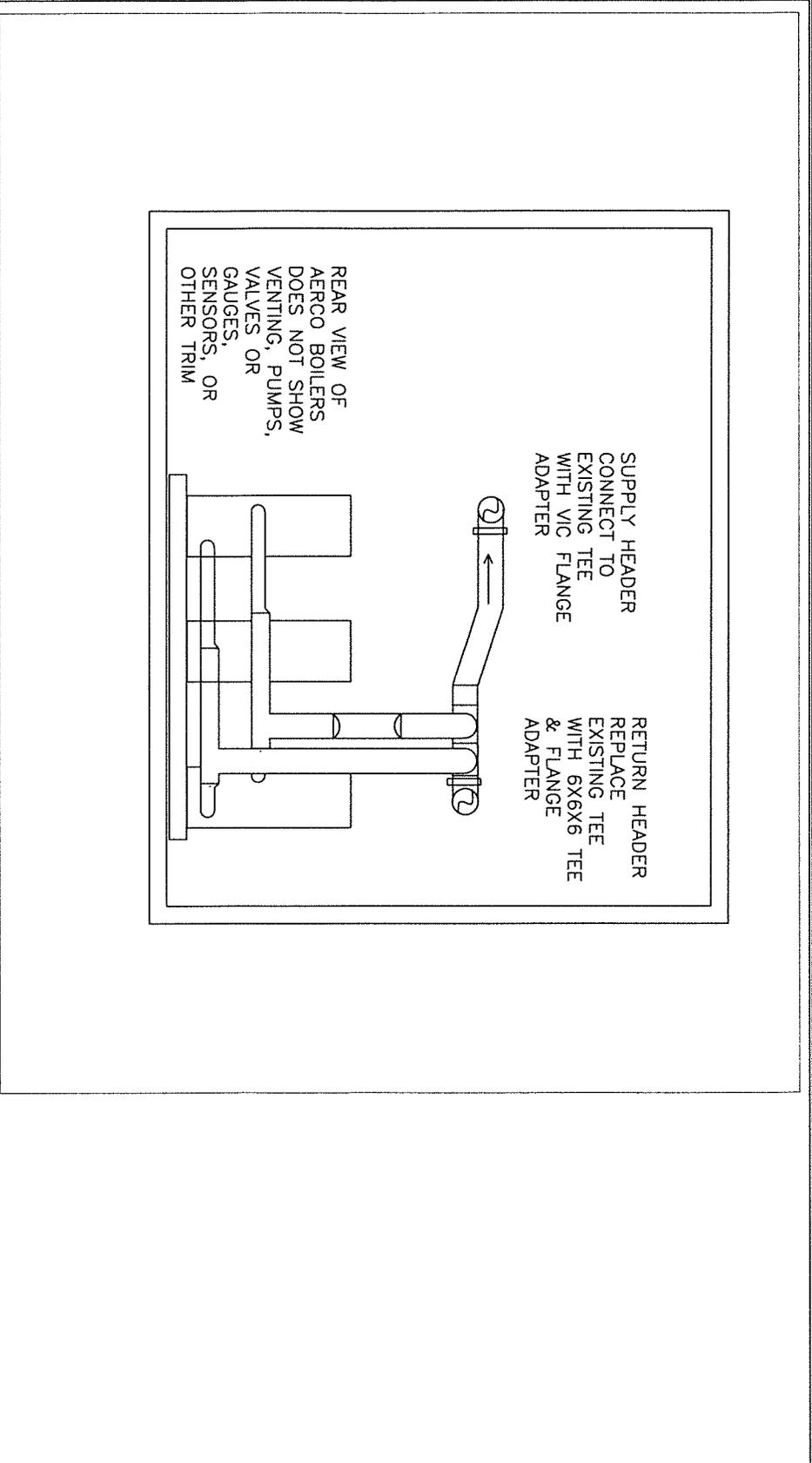
DOMESTIC HOT WATER SYSTEM OPTIONS:

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

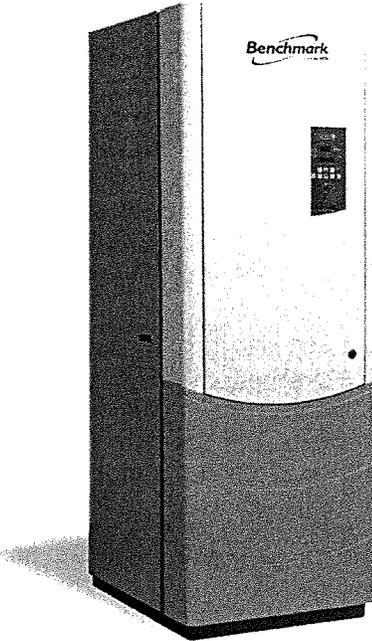
SIEMENS		BRUNSWICK HS		P-S-3								
Northern New England Building Automation		BRUNSWICK ME										
66 Mussey Road Scarborough, ME 04074 USA Phone: 207-885-4100 Fax: 207-885-4170		<table border="1"> <tr> <td>DESIGNED BY</td> <td>DATE</td> <td>DESIGNED BY</td> <td>DATE</td> </tr> <tr> <td>PCC</td> 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

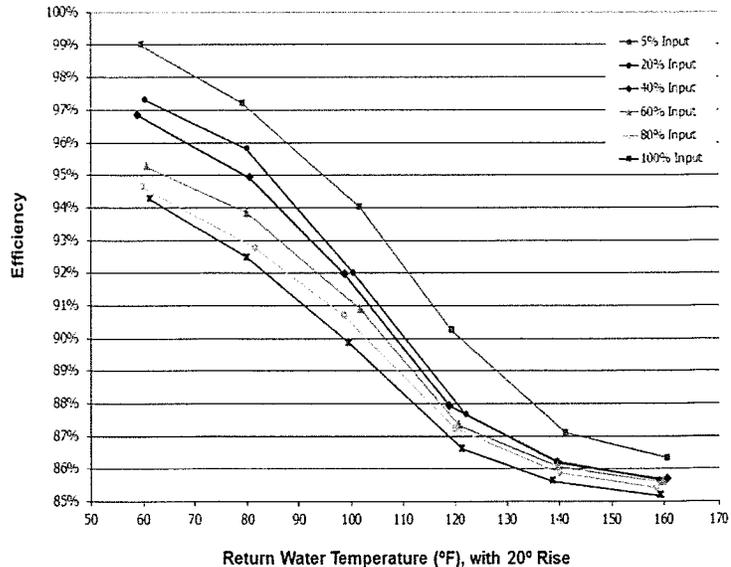
The BMK2.0LN can be used singly or in modular arrangements and offers selectable modes of operation. In addition to controlling the boiler according to a constant set point, indoor/outdoor reset schedule or 4-20mA signal, one or more can be integrated via Modbus communications protocol to AERCO's multiple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

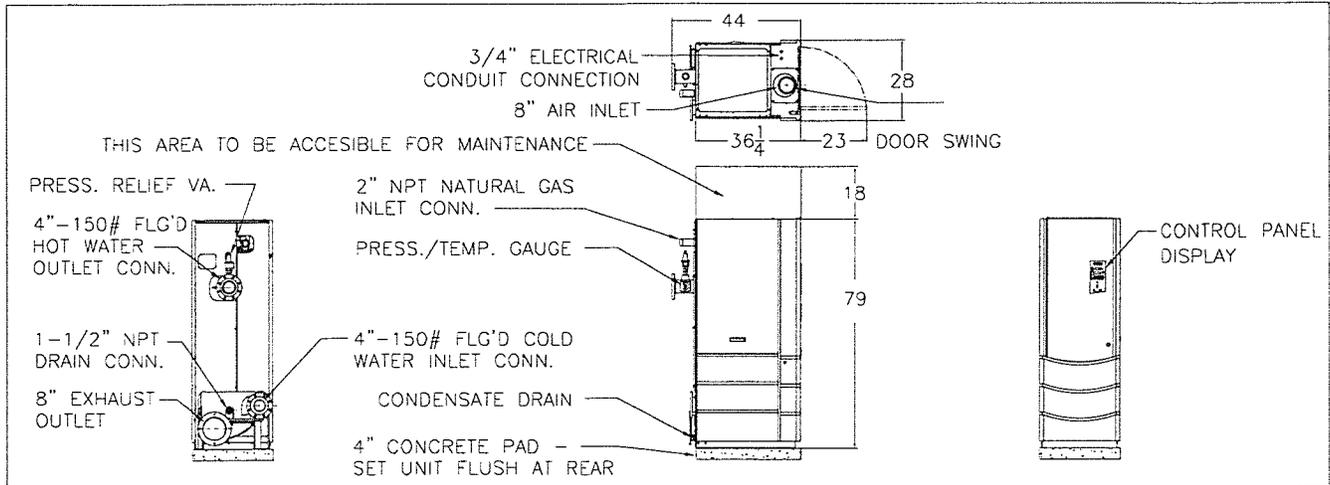
Thermal Efficiency of BMK2.0LN



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

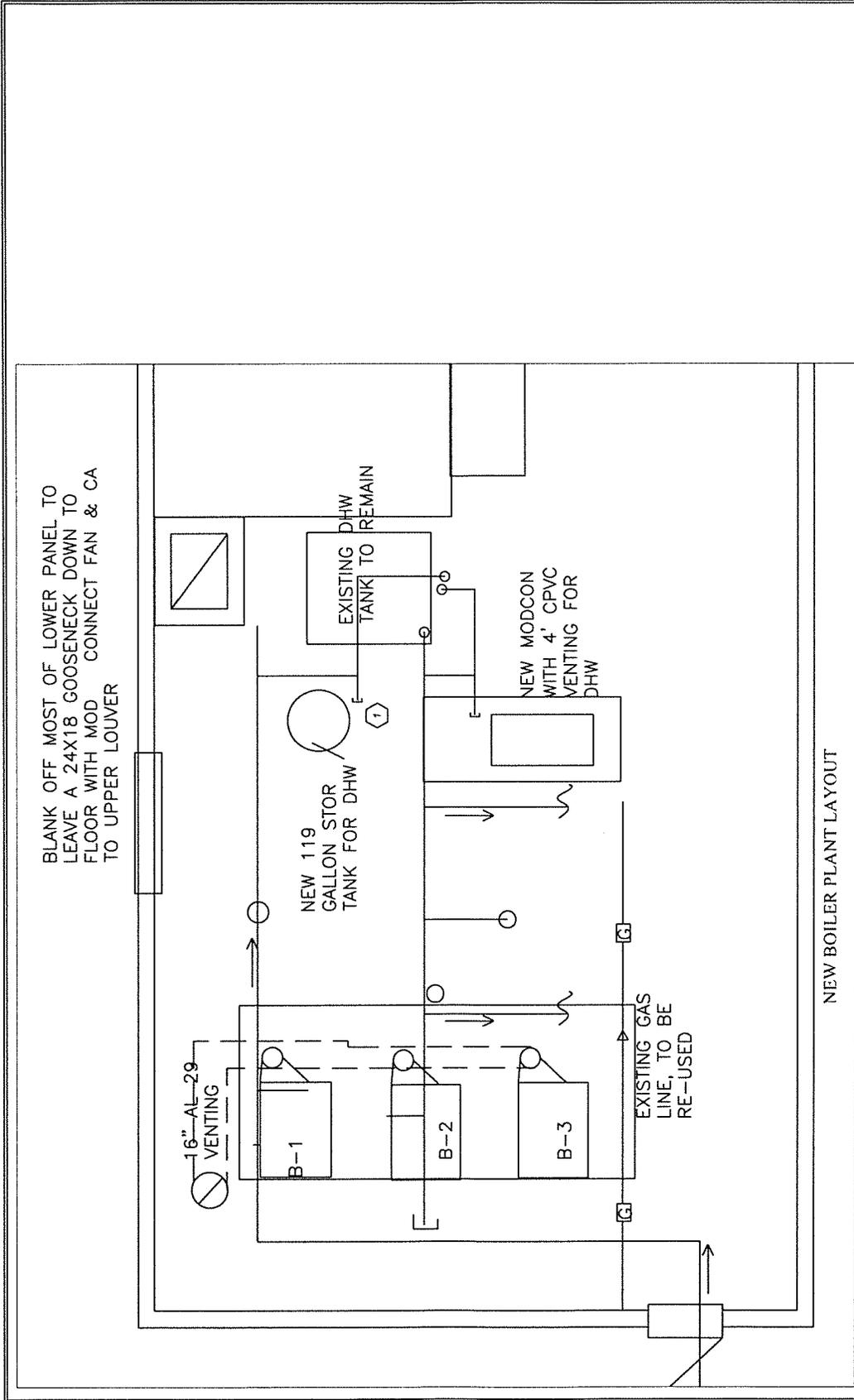
(845) 580-8000 • FAX (845) 580-8090

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								
<i>Capital Improvements</i>								
Facilities - Improvements								
	1,100,000	-	-	-	-	-	-	Gen. Fund Bal.
17 McLellan Building Improvements	-	-	132,500	-	-	-	132,500	Gen. Fund Bal.
	150,000	-	-	-	-	-	-	G.O. Bonds
Emerson Fire Station Improvements	50,000	-	-	-	-	-	-	Reserves
Recreation Boiler Building Roof	16,000	-	-	-	-	-	-	Reserves
Recreation Building Roof (partial)	454,080	-	-	-	-	-	-	G.O. Bonds
BJHS Air Quality	-	-	553,030	-	-	-	553,030	G.O. Bonds
19 BHS Boiler Plant Replacement	-	-	685,530	-	-	-	685,530	
Total Facilities - Improvements	1,770,080							
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
Total Infrastructure	625,000	160,000	1,000,000				1,160,000	
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
Total Capital Acquisitions	50,000	175,500			525,000		700,500	
Other Projects								
33 Property Revaluation	-	400,000	-	-	-	-	400,000	G.O. Bonds
Total Other Projects		400,000					400,000	
Total Capital Improvements	\$ 2,445,080	\$ 735,500	\$ 1,685,530	\$ -	\$ 525,000	\$ -	\$ 2,946,030	

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

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

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 how 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 thius 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
							-
							-
							-
							-
TOTALS	-	-	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
							-
							-
							-
							-
							-
							-
							-
TOTALS	-	-	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
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
TOTALS (net)	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	-	-	-	-	-
TOTAL		575,000.00	88,550.00	663,550.00		

ITEM 96

BACK UP MATERIALS

MEMORANDUM

TO: Town Council

FROM: John Eldridge
Town Manager

DATE: September 2, 2015

SUBJECT: Revaluation Project

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.

MEMORANDUM

TO: John Eldridge
Town Manager

FROM: Cathy Jamison
Assessor

DATE: September 2, 2015

SUBJECT: Revaluation Project

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
Total Facilities - Improvements	1,770,080	685,530	-	-	-	685,530	

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
Total Infrastructure	625,000	1,000,000	-	-	-	1,160,000	

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
Total Capital Acquisitions	50,000	175,500	-	525,000	-	700,500	

Other Projects

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

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

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

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
							-
							-
							-
							-
TOTAL SOURCES	-	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
							-
							-
							-
							-
							-
							-
							-
TOTAL USES	-	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
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
TOTALS (net)	-	-	-	-	-	-

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	-	-	-	-	-
TOTAL		400,000.00	31,200.00	431,200.00		