

BRUNSWICK TOWN COUNCIL
Agenda
October 5, 2015
Executive Session – 6:15 P.M.
Regular - 7:00 P.M.
Council Chambers
Town Hall
85 Union Street

Roll Call of Members

Acknowledgement of Meeting Notice

Executive Session: Consultation 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 21, 2015
- b) Appointment of Fran Smith as Warden and Elin Gould, Sara King, and Joe Zrioka as Deputy Wardens for the November 3, 2015 Election
- c) Approval of the Election Warrant for November 3, 2015
- d) Appointment of the Voter Registration Appeals Board

Public Comments

Correspondence

Committee Reports

MANAGER'S REPORT:

- a) Update on Solarize Brunswick
- b) Sewer District Election update
- c) Absentee ballot reminder
- d) Discussion of CIP process for upcoming budget year
- e) River Road update

PUBLIC HEARINGS

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

Special Amusement

AKI, LLC

D/B/A: AKI Japanese Cuisine
94 Maine Street

Tina & Laura Cigri/V. Ly & B Liu

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

Michael Gilroy

Nelson Moody
D/B/A: Yankee Lanes
276 Bath Road

Nelson Moody

HEARING/ACTION

98. 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)
(RESCHEDULED FROM SEPTEMBER 21st MEETING)

HEARING/ACTION

NEW BUSINESS

99. The Town Council will consider a recommendation from the Rivers and Coastal Waters Commission regarding setting mooring fees in the amount of \$25 for resident, private, commercial, or rental moorings, and \$50 for nonresidents, and will take any appropriate action. (Councilor S. Wilson and Councilor Walker)

ACTION

100. The Town Council will discuss the draft “Social Services Funding Policy,” and determine if any future action is required. (Councilor Perreault, Councilor Harris, and Councilor K. Wilson)

DISCUSSION

101. The Town Council will consider adopting a “A Resolution Authorizing an Appropriation and Grant of up to \$200,000 from Available Tax Increment Financing Proceeds to the Midcoast Regional Redevelopment Authority,” and will take any appropriate action. (Councilor Watson, Councilor Perreault, and Councilor Harris)

ACTION

102. The Town Council will consider setting a public hearing for October 19, 2015, on a “Resolution Amending the 2015-16 Budget to Appropriate \$136,481 for the Purpose of Funding the Vehicle and Equipment Reserve Funds,” and to adopt “An Order Authorizing the Town Manager to Execute a Contract for the Purchase of a Sidewalk Tractor,” and will take any appropriate action. (Manager)

ACTION

103. The Town Council will consider appointments to the Town’s Boards and Committees, and will take any appropriate action. (Appointments Committee)

ACTION

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

**Brunswick Town Council
Agenda
October 5, 2015
Council Notes and Suggested Motions**

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

Suggested motion:

Motion to go into executive session for Consultations with legal counsel regarding MRRRA versus Town of Brunswick per 1 M.R.S.A. §405(6)(E).

CONSENT AGENDA

- a) Approval of the Minutes of September 21, 2015: A copy of the minutes is included in your packet.
- b) Appointment of Fran Smith as Warden and Elin Gould, Sara King, and Joe Zrioka as Deputy Wardens for the November 3, 2015 Election: These are appointments for the November election.
- c) Approval of the Election Warrant for November 3, 2015: A copy of the warrant is included in your packet.
- d) Appointment of the Voter Registration Appeals Board: State law requires that the Council appoint three members to the Voter Registration Appeals Board. This board hears appeals for voters regarding decisions of the Registrar of Voters. (It has yet to meet in Brunswick, but is still required to exist.) The make-up of the committee is as follows: one person nominated by the municipal Democratic Party, one nominated by the municipal Republican Party, and a third person nominated by the Town Clerk. The following is the slate for your consideration – Trish Riley as the Democratic member, Mark Holbrook as the Republican member, and Doug Rice as the Town Clerk’s nomination. The final nomination is a replacement for Mike Feldman, who has moved out of town.

The Council always 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) Update on Solarize Brunswick: This item is to provide an update for this project. ReVision Energy of Portland, Maine was selected as the Town’s partner installer for the 2015-2016 Solarize Brunswick program. Linda Smith will provide a brief update. A copy of a press release is included in your packet.

- b) Sewer District Election update: Lenny Blanchette from the Sewer District will provide a brief update on this election that is being held in conjunction with the Town and State's November 3rd Elections.
- c) Absentee ballot reminder: Town Clerk Fran Smith will remind citizens that absentee ballots are now available for the November 3rd Elections. They will be available to request or to vote in person up to Thursday, October 29th, with the office open until 7:00 p.m. that evening.
- d) Discussion of CIP process for upcoming budget year: Manager Eldridge will provide the Council and public with an overview of the Capital Improvement Plan process for the Fiscal Year 2016-17.
- e) River Road update: This item is to update the public on the damages due to the recent heavy rains.

PUBLIC HEARINGS

97. This is the required public hearing for renewal applications for Special Amusement Licenses. AKI would like to have dance music provided by DJs and bands; Frontier would like to have live music; and Yankee Lanes is requesting DJs and live bands. These are renewals and no restrictions have been placed on them in the past three years. Copies of the public hearing notice and applications are included in your packet.

Suggested Motion

Motion to approve the following applications for Special Amusement Licenses: AKI Japanese Cuisine, located at 94 Maine Street; Frontier, located at 14 Maine Street; and Yankee Lanes, located at 276 Bath Road.

98. This item is the rescheduled public hearing for this proposed ordinance. As discussed at previous meetings, the Town's 2016-20 Capital Improvement Program (CIP) recommends funding the replacement of boilers and related equipment at Brunswick High School. (The School Department had requested the public hearing be moved forward from the original September 21st date.) 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. Members of the School Department will be available to answer questions. 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 the Council rules state the following: "Once the public hearing is closed, the Council will determine if any action is necessary as allowed under the Council rules and the Town Charter, but the Council is encouraged to postpone action until a future meeting to allow for the consideration of the public comments.")

Suggested Motion, if the Council moves forward on a vote at this meeting:

Motion to adopt “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.”

NEW BUSINESS

99. This item, sponsored by Councilor S. Wilson and Councilor Walker, is for the Council to hear the recommendation of the Rivers and Coastal Waters Commission regarding mooring fees in the amount of \$25 for resident, private, commercial, or rental moorings, and \$50 for nonresidents. A resident mooring owner is defined as someone who lives in Brunswick more than six months a year, pays Brunswick real estate property taxes, or is a registered voter in Brunswick. In addition, there is a provision for someone who installs a helix mooring in an eel grass habitat to pay no fees for this mooring for five years. The Commission discussed this at several meetings beginning in June and held a public forum on September 23rd. At this time the Commission requests this fee schedule be implemented by the Council. Dan Devereaux and committee members will be available to answer questions. A copy of a memo from Mark Worthing, Chair of RCWC, is included in your packet.

Suggested Motion:

Motion to direct staff to draft ordinance amendments to reflect the RCWC recommended fees as outlined in their memo dated September 30, 2015.

100. This item is for the Council to discuss the draft “Social Services Funding Policy,” as prepared by the Social Services Committee, consisting of Councilor Perreault, Councilor Harris, and Councilor K. Wilson. They have met several times and drafted a policy and application for the Council’s feedback. The Committee chose to recommend limiting grant funds to agencies that provide food, clothing, and shelter. With the difficult fiscal times, they also recommend that funding be limited to a total of \$20,000 per fiscal year. Copies of a memo, the draft policy, and application are included in your packet.

Suggested Motion:

This is a discussion item, with the Council providing guidance for future action, if any.

101. This item is sponsored by the TIF Committee, composed of Councilor Watson, Councilor Perreault, and Councilor Harris. It is for the Council to consider adopting “A Resolution Authorizing an Appropriation and Grant of up to \$200,000 from Available Tax Increment Financing Proceeds to the Midcoast Regional Redevelopment Authority.” In April MRRA met with the Town’s TIF Committee to request that funds be released for MRRA’s use. With settlement of a pending declaratory judgment lawsuit close, the TIF Committee met on September 22nd and agreed to recommend that the Town provide \$200,000 of TIF funds to MRRA for its sewer collection upgrade project. Copies of a memo from Manager Eldridge, a draft resolution and draft minutes from the Committee are included in your packet.

Suggested Motion:

Motion to adopt “A Resolution Authorizing an Appropriation and Grant of up to \$200,000 from Available Tax Increment Financing Proceeds to the Midcoast Regional Redevelopment Authority.”

102. This item is for the Council to consider setting a public hearing for October 19, 2015, on “Resolution Amending the 2015-16 Budget to Appropriate \$136,481 for the Purpose of Funding the Vehicle and Equipment Reserve Funds.” The funding is coming from a refund from the Maine PERS. In addition, due to the lead time to order one of the sidewalk tractors, there will be a request to adopt an order that will authorize the Town Manager to move forward with the purchase of this item so the Town will have it prior to winter. Copies of memos from Manager Eldridge and Mr. Farrell, a draft resolution, and order are included in your packet.

(Town Charter, Section 504 Adoption and amendment of the budget states the following regarding budget amendments: “Upon the recommendation of the Town Manager, the Town Council may amend the budget. The Council shall hold a public hearing at least 10 days prior to the adoption of any amendment. Any amendment that seeks to increase the amount of the total budget appropriations for the year shall only be made from unappropriated available revenue.”)

Suggested Motions:

Motion 1:

Motion to set a public hearing for October 19, 2015, on “Resolution Amending the 2015-16 Budget to Appropriate \$136,481 for the Purpose of Funding the Vehicle and Equipment Reserve Funds,”

Motion 2

Motion to adopt “An Order Authorizing the Town Manager to Execute a Contract for the Purchase of a Sidewalk Tractor.”

103. At this time the Appointments Committee will make nominations to fill vacancies on Town Boards and Committees. Copies of the Committee’s report and corresponding applications are included in your packet.

Suggested Motion:

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

Suggested Motion:

Motion to adjourn the meeting.

CONSENT AGENDA - A BACK UP MATERIALS

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

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

Councilors Absent: None

Town Staff Present: John S. Eldridge, III, Town Manager; Fran Smith, Town Clerk; Steve Langsdorf, Town Attorney; Linda Smith, Business Development Manager; Cathy Jamison, Assessor; Anna Breinich, Director of Planning and Development; Tom Farrell; Parks and Recreation Director; Richard Rizzo, Police Chief; Julie Henze, Finance Director; Terry Goan, Police Officer; and TV video crew

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

Councilor Perreault moved, Councilor Watson seconded, 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). Councilor Millett, Councilor Richardson, and Councilor S. Wilson arrived after the vote.

Meeting Resumes:

Chair Brayman resumed the meeting and led the Pledge of Allegiance.

Adjustments to Agenda

Item 95 will be postponed to Oct 5th

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

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

Councilor Perreault moved, Councilor Millett seconded, to approve the Consent Agenda. The motion carried with eight (8) yeas. Councilor Richardson abstained since he was not at the September 8th meeting.

Public Comments *(This item was discussed at 7:04 p.m.)*

Richard Fisco, 2 Lincoln Street, commented on the High School boiler replacement and the cost to repair one of the boilers. He would like a tour of the boilers.

Gerald Favreau, 21 Riverview Drive, thanked Bowdoin College for the great job they did restoring the Harriet Beecher Stowe House.

Amanda Bunker, Conservation Commission, provided an update on their activities and also discussed Community Field Day at Furbish Preserve on September 30th.

Correspondence *(This item was discussed at 7:11 p.m.)*

Chair Brayman spoke regarding an email from Bowdoin College President Clayton Rose regarding inappropriate racial comments made towards students by community members.

(A copy of the email will be attached to the official minutes.)

Councilor Millett spoke regarding the 10x10 Art Sale to be held on September 25th at the library.

Committee Reports *(This item was discussed at 7:14 p.m.)*

Reports were given on the following committees: Social Service Policy Task Force, TIF Committee, Finance Committee, Rivers and Coastal Waters Commission, and the Recycling & Sustainability Committee.

MANAGER'S REPORT

a) Financial Update *(This item was discussed at 7:21 p.m.)*

Manager Eldridge provided this update.

b) Recognition of Terry Goan being named the Best Police Officer in Mid-Coast Maine
(This item was discussed at 7:24 p.m.)

Manager Eldridge recognized Officer Goan for this award.

(A copy of the Times Record article will be attached to the official minutes.)

c) Report on the names for trails on the Kate Furbish Preserve *(This item was discussed at 7:28 p.m.)*

Bridger Tomlin, Bowdoin Fellow, made a presentation on this item.

Manager Eldridge, Councilor K. Wilson, Chair Brayman, and Councilor Millett asked questions and made comments.

Councilor Perreault asked a question, to which Manager Eldridge and Mr. Farrell responded.

(A copy of a memo and a map of the trails, along with a PowerPoint presentation, will be attached to the official minutes.)

d) Review of FOAA responsibilities *(This item was discussed at 7:50 p.m.)*

Manager Eldridge provided information on this item.

Steve Langsdorf, Town Attorney, also spoke on this item.

Councilor Richardson, Councilor K. Wilson, and Councilor Millett spoke regarding this item.

e) Marine Resources update *(This item was discussed at 7:56 p.m.)*

Manager Eldridge spoke regarding this item and responded to questions from Councilor Walker.

f) Report on Tobacco Free Zones to now include vaping products (smokeless cigarettes) *(This item was discussed at 8:01 p.m.)*

Tom Farrell, Director of Parks and Recreation, spoke regarding this item and responded to questions from Councilor Millett.

(A copy of a memo from Tom Farrell and the adopted resolution will be attached to the official minutes.)

g) (ADDED) Hazardous Waste Day reminder *(This item was discussed at 8:07 p.m.)*

Fran Smith, Town Clerk, spoke regarding this item.

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)** *(This item was discussed at 8:08 p.m.)*

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

Shawn Letourneau

Chair Brayman opened the public hearing.

Ms. Smith spoke regarding this item.

Chair Brayman closed the public hearing.

Councilor Perreault moved, Councilor Watson seconded, to approve the applications for Automobile Graveyard and Junkyard licenses for Brunswick Auto Recycling, LLC., located at 117 Bath Road. The motion carried with nine (9) yeas.

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) *(This item was discussed at 8:11 p.m.)***

Chair Brayman moved, Councilor K. Wilson seconded, to continue the date of the public hearing to October 5, 2015, and re-advertise “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 nine (9) yeas.

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) *(This item was discussed at 8:13 p.m.)***

Chair Brayman opened the public hearing.

Manager Eldridge spoke regarding this item.

Cathy Jamison, Assessor, made a presentation.

Councilor Richardson and Councilor S. Wilson spoke regarding this item.

The following members of the public spoke:

- **Sally Ward**, 5 Franklin Street
- **Sue Stableford**, 12 Larkspur Lane

Manager Eldridge spoke and responded to questions from Councilor Perreault.

Chair Brayman closed the public hearing.

Councilor Perreault, Councilor Millett, Councilor S. Wilson, Councilor Harris, Chair Brayman, and Councilor Richardson spoke regarding this item.

Mr. Langsdorf spoke regarding this item.

FIRST MOTION:

Councilor Millett moved, Councilor Walker seconded, to move forward with the vote tonight. The motion carried with six (6) yeas. Councilor Watson, Councilor Perreault, and Chair Brayman were opposed.

SECOND MOTION:

Councilor Richardson moved, Councilor K. Wilson seconded, 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.”

The following Councilors spoke regarding the motion: Councilor Millett, Councilor Perreault Councilor S. Wilson, Chair Brayman and Councilor Watson.

Councilor Richardson moved, Councilor K. Wilson seconded, 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.” The motion carried with eight (8) yeas. Councilor Perreault was opposed.

(A copy of the adopted ordinance, a memo from Manager Eldridge, relative pages from the CIP, a projected amortization schedule for the bonds, and a memo and PowerPoint presentation from the Assessor will be attached to the official minutes.)

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

Town Council Minutes
September 21, 2015
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The meeting adjourned at 8:54 p.m.

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

Frances M. Smith
Town Clerk
September 24, 2015

October 5, 2015
Date of Approval

Council Chair

CONSENT AGENDA - B
NO BACK UP MATERIALS

CONSENT AGENDA - C BACK UP MATERIALS

TOWN OF BRUNSWICK
Warrant for Municipal Election
November 3, 2015

COUNTY OF CUMBERLAND, ss}
TOWN OF BRUNSWICK }

TO ELIN M. GOULD, RESIDENT OF THE TOWN OF BRUNSWICK, CUMBERLAND COUNTY, MAINE:

YOU ARE HEREBY REQUIRED, in the name of the State of Maine, to notify and warn the voters of the Town of Brunswick, Districts 1, 2, 3, 4, 5, 6, and 7 of the following:

YOU ARE HEREBY NOTIFIED, that on November 3, 2015, a Municipal Election will be held in the Town of Brunswick, Districts 1, 2, 3, 4, 5, 6, and 7 at the following voting place for all voters to vote for the offices indicated herein:

Voting Place Name Brunswick Junior High School **Voting Place Location** 65 Columbia Ave
Polls Open at 7:00 **A.M.** **Polls Close at** 8:00 **P.M.**

Absentee Ballot Processing (check all that apply):

Processed by: Municipal Clerk (Centrally) Warden (At polls)

Date/Time of Processing (check all that apply):

Day **Before** Election Day (11/2/15) ***(processing at Town Hall, 85 Union Street)**
1-Hour Inspection Time Period: 9:00 a.m. to 10:00 a.m.
Time Processing Begins: 9:00 a.m. (or after time of inspection) to 5:00 p.m.

During Election Day (11/3/15) Processing Time(s): 2:00 p.m., 5:00 p.m. and 8:00 p.m.

The following offices will be determined:

- Councilor for Districts 3, 4 and At Large
- School Board for Districts 3, 4, and At Large

To vote on the proposed change to the Charter of the Brunswick Sewer District in the form of the following question:

Question To Be Voted On:
Do you favor changing the debt limit of the Brunswick Sewer District from \$20,000,000 to \$25,000,000?

Dated at Brunswick this 5th day of October 2015

ATTEST: _____ (Town Clerk)

**TOWN OF BRUNSWICK
RETURN OF WARRANT**

County of Cumberland, ss }
Town of Brunswick }

I certify that I have notified the voters of Brunswick, Districts 1, 2, 3, 4, 5, 6, and 7 of the time and place of the Municipal Election and processing of absentee ballots by posting attested copies of the within warrant at the following locations, each being a public and conspicuous place within the indicated District:

District 1	Mid Coast Hospital
District 2	Parkview Medical Center
District 3	Brunswick High School
District 4	Sunshine Laundry
District 5	Libby's Market
District 6	Little Dog Coffee Shop
District 7	Warming's Market

On _____, which is at least 7 days prior to Election Day.
(Date)

Dated at Brunswick this _____ day of October, 2015.

Elin M. Gould, Resident of the Town of Brunswick

**CONSENT AGENDA - D
NO BACK UP MATERIALS**

MANAGER'S REPORT - A BACK UP MATERIALS

The Town of Brunswick is pleased to announce ReVision Energy of Portland, Maine as its partner installer for the 2015-2016 Solarize Brunswick program. Beginning immediately, the Town and ReVision will work to promote the program through a number of Launch Events, building on outreach already done by the Town. Between now and the end of 2015, ReVision will contact Brunswick residents, businesses, and organizations interested in solar to arrange site visits and draw up quotes, with installations planned for Q1/Q2 2016.

The purpose of the Solarize Brunswick program is to help people get the best deal possible on solar energy systems through group purchasing. The more people who sign up for a solar energy project before December 31, 2015, the lower the cost of the project for everyone who participates. This model has proven successful in many other towns in northern New England where there is a strong level of local community involvement and people are willing to spread the word about the opportunity. Studies on solar adoption have proven time and again that the number one predictor of where a future solar energy system will occur is the proximity of an existing system--good neighbors helping other neighbors get in on the powerful benefits of renewable energy.

Selection of winning bidder for Solarize Brunswick has followed a deliberative process set in motion by the Town's release of a Request for Proposal (RFP) in July 2015. In response to the RFP, the Town received four qualifying bids from area installers. At the same time, the Town appointed a Selection Committee to evaluate bids. Bids were evaluated based on four criteria highlighted in the RFP, and weighed in roughly equal measure: quality of the equipment and installation; support of the customer provided by the bidder before, during and following installation; value of the proposed bid to the customer, in particular the value of the tiered pricing mechanism; and commitment to outreach and promotional activities.

All of the received bids were strong in one or more criteria. Multiple bids were strong across the board. But, only ReVision offered a proposal that was price-competitive, strong on features, and backed by a reputation for quality and service in the Brunswick area stretching back over a decade. Other factors were taken into account as well. The Town has been gathering names of interested residents and businesses, including tax exempt organizations, and has collected over 240 so far. The size of ReVision's operations -- distributed across northern New England, with 689 systems installation installed in 2014 alone, 486 of which taking place in Maine and more than 50 of those in Brunswick -- inspire confidence that it can serve a successful Solarize Brunswick program in the planned timeframe. In addition, ReVision's ability to arrange Power Purchase Agreements (PPAs) makes it particularly attractive for some of the large tax exempt organizations that have expressed interest in Solarize. Finally, ReVision's commitment to Community Solar Farms (CSFs) make it attractive in Brunswick, where there has been strong interest from consumers for a CSF option.

The Selection Committee considered all of the bids carefully, and considered more than one bid in its final round of deliberations. However, after rounds of Q&A and following interviews, it chose ReVision Energy unanimously and without qualification as the Town's partner installer. The Town eagerly looks forward to working with ReVision to make Solarize Brunswick a success!

Said Phil Coupe of ReVision, "All of us at ReVision Energy are grateful for this opportunity to partner with Town of Brunswick to help residents, businesses, non-profits and the town itself acquire robust, reliable solar energy systems at the lowest possible cost through the Solarize community purchasing program. Maine's strong solar resource is proven to deliver a solid economic and environmental return on a solar energy investment and we look forward to helping Brunswick reduce its long-term energy costs and the carbon pollution that results from burning oil, propane and natural gas."

For more information, contact Linda Smith, Business Development Manager, Town of Brunswick, 85 Union Street, Brunswick, Maine 04011 / 207-721-0292 / lsmith@brunswickme.org.

MANAGER'S REPORT –
B through E
NO BACK UP MATERIALS

ITEM 97

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 10/5/2015 on the following Special Amusement license applications:

Special Amusement

AKI, LLC

D/B/A: AKI Japanese Cuisine
94 Maine Street

Tina & Laura Cigri/V.Ly & B Liu

Frontier Group

D/B/A: Frontier
14 Maine Street Box 10

Mr. Michael Gilroy

Nelson Moody

D/B/A: Yankee Lanes
276 Bath Road

Nelson Moody

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

*Yankee lanes
Cumpas Bar &
Grill*

APPLICATION FOR SPECIAL AMUSEMENT LICENSE

Please complete:

Type of Business: Sole Proprietor-Owner's Name: Nelson E Moody

Partnership-Partner's Names: _____

Corporation-Corporation Name: NKMDK

Incorporation Date: 6/13 Incorporation State: ME

New License: Opening Date _____ Renewal License

Business Name: Yankee lanes E-Mail: Nelson.Moody@YankeeLanes.com

Business Address: 276 BATH RD. Brunswick Business Phone Number: 725-2963

Name of Contact Person: Nelson Moody Contact's Phone Number: 757-2985

Mailing Address for Correspondence: 276 Bath Rd. Brunswick Me. 04011

Signature of Owner, Officer, Partner or Agent: *Nelson E Moody*

Date: 8/10/15

Corporations Please Complete:

Address of Incorporation: 90 Jordan Ave Brunswick Me Phone #: 757-2985

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership
<u>Nelson E Moody</u>	<u>owner</u>	<u>90 Jordan Ave Brunswick Me, 04011</u>	<u>100%</u>

Town Clerk Use Only

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

Required Approvals: 0 Finance 0 Codes/Fire 0 Council PH Date: _____

Mailed or Issued Date: _____

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment:

ON THE LANES Friday And SATURDAY NIGHTS we HAVE A DJ
PLAYING music & Playing Games with the Bowlers.
In the BAR we HAVE live Bands on Friday And SATURDAY
NIGHTS

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

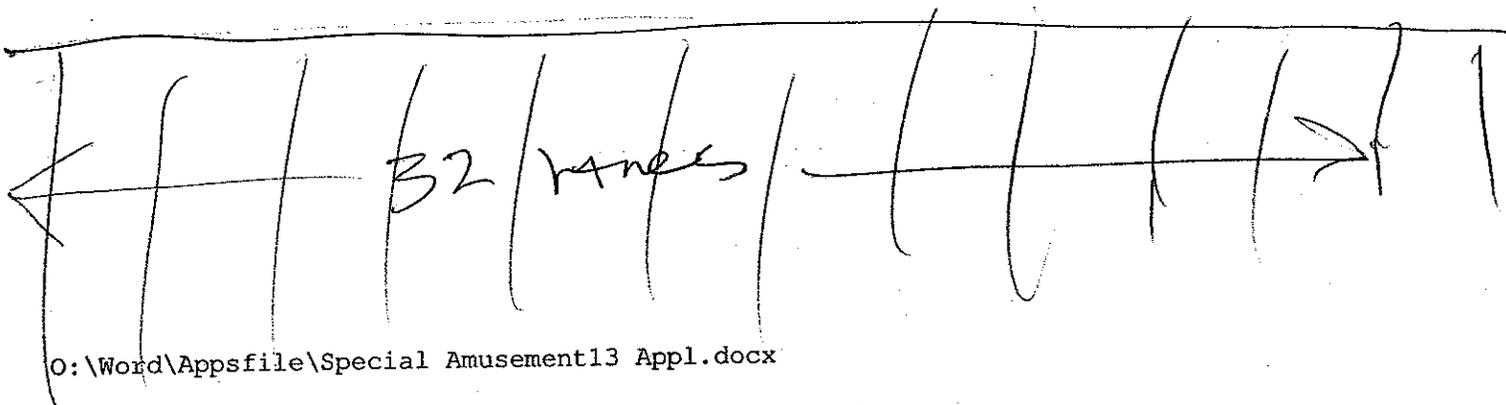
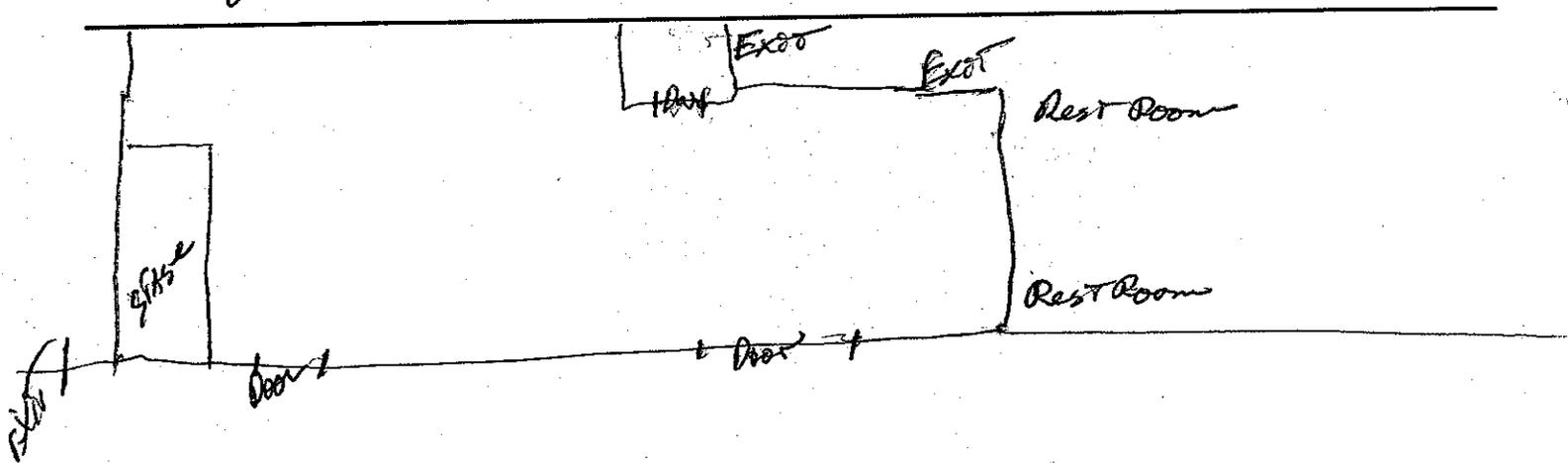
The Bar That Holds 92 People with A Stage
Bowling lanes + SNACK BAR

During what hours will your live entertainment occur?

Bands 8pm to 12 AM JD'S 10pm To 1 AM

DIAGRAM

No questions/issues previously
from town council



AKI

TOWN OF BRUNSWICK

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

APPLICATION FOR SPECIAL AMUSEMENT LICENSE

Please complete:

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

Partnership-Partner's Names: AKI Japanese Cuisine

Corporation-Corporation Name: _____

Incorporation Date: 9/2011 Incorporation State: Maine

New License: Opening Date _____ Renewal License

Business Name: AKI Japanese Cuisine E-Mail: tina_cigsi@yahoo.com

Business Address: 94 Maine St. Brunswick Business Phone Number: 729-8866

Name of Contact Person: Tina Cigsi Contact's Phone Number: 632-8668

Mailing Address for Correspondence: Same as above

Signature of Owner, Officer, Partner or Agent: _____

Date: 9/8/15

Corporations Please Complete:

Address of Incorporation: 94 Maine St Phone #: 729-8866

Name of Corp. Officer, Owner, or Partners:	Title	Address	% of Stock or ownership
<u>Laura cigsi / partner</u>	<u>13 cottage st.</u>	<u>Freeport</u>	<u>33.33%</u>
<u>Tina Cigsi / partner</u>	<u>20 Curtis Rd</u>	<u>Freeport</u>	<u>33.33%</u>
<u>Nalani Ly / partner</u>	<u>7 Rowe Court,</u>	<u>Freeport</u>	<u>33.34%</u>

Town Clerk Use Only

License Fee \$100.00 Paid Advertising Fee \$ _____ 0 Paid

Required Approvals: 0 Finance 0 Codes/Fire 0 Council PH Date: _____

Mailed or Issued Date: _____

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment:

Dance music provided by DJ & Bands

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

One large room has a bar and dance floor. one private room for seating, one small room for seating and small service bar

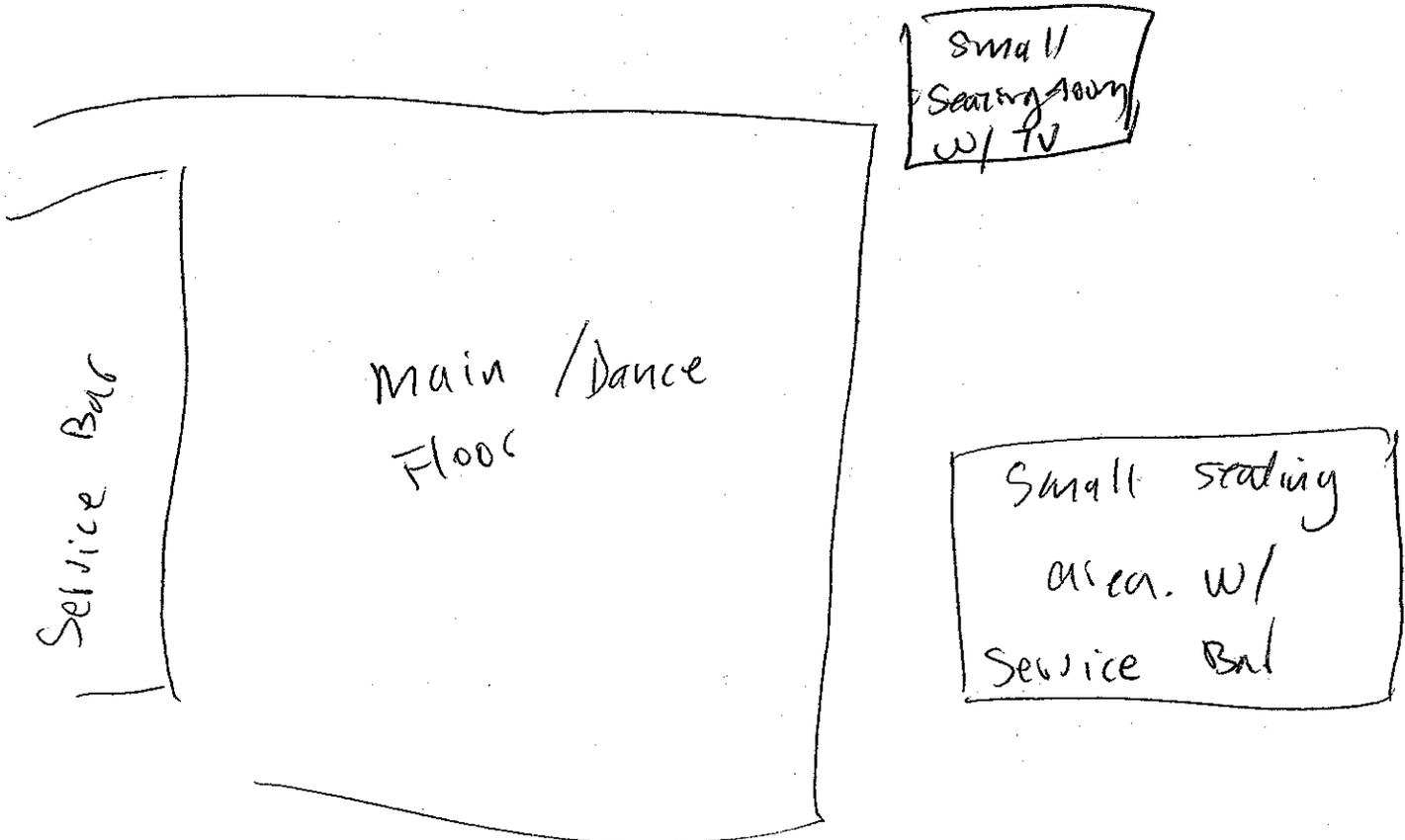
During what hours will your live entertainment occur?

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

NO

DIAGRAM

(ATTACH SEPARATE SHEET, IF NECESSARY)



TOWN OF BRUNSWICK

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

APPLICATION FOR SPECIAL AMUSEMENT LICENSE

Please complete:

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

Partnership-Partner's Names: _____

Corporation-Corporation Name: Frontier Group

Incorporation Date: Nov 2004 Incorporation State: ME

New License: Opening Date _____ Renewal License

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

Business Address: 14 Maine St Box 10 Brunswick ME 04011 Business Phone Number: 207.725.5222

Name of Contact Person: Michael Gilroy Contact's Phone Number: 207 233-8252

Mailing Address for Correspondence: Same as above

Signature of Owner, Officer, Partner or Agent: Michael J. Gilroy

Date: 8-18-15

Corporations Please Complete:

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

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

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

Town Clerk Use Only

License Fee \$100.00 Paid Advertising Fee \$ _____ 0 Paid

Required Approvals: 0 Finance 0 Codes/Fire 0 Council PH Date: _____

Mailed or Issued Date: _____

Clerk Notes:

OVER

Describe in detail the kind and nature of entertainment:

Film Screening

Live Music

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

Theater Space

During what hours will your live entertainment occur? 2pm - 11pm

DIAGRAM

See Attached

ITEM 98

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.

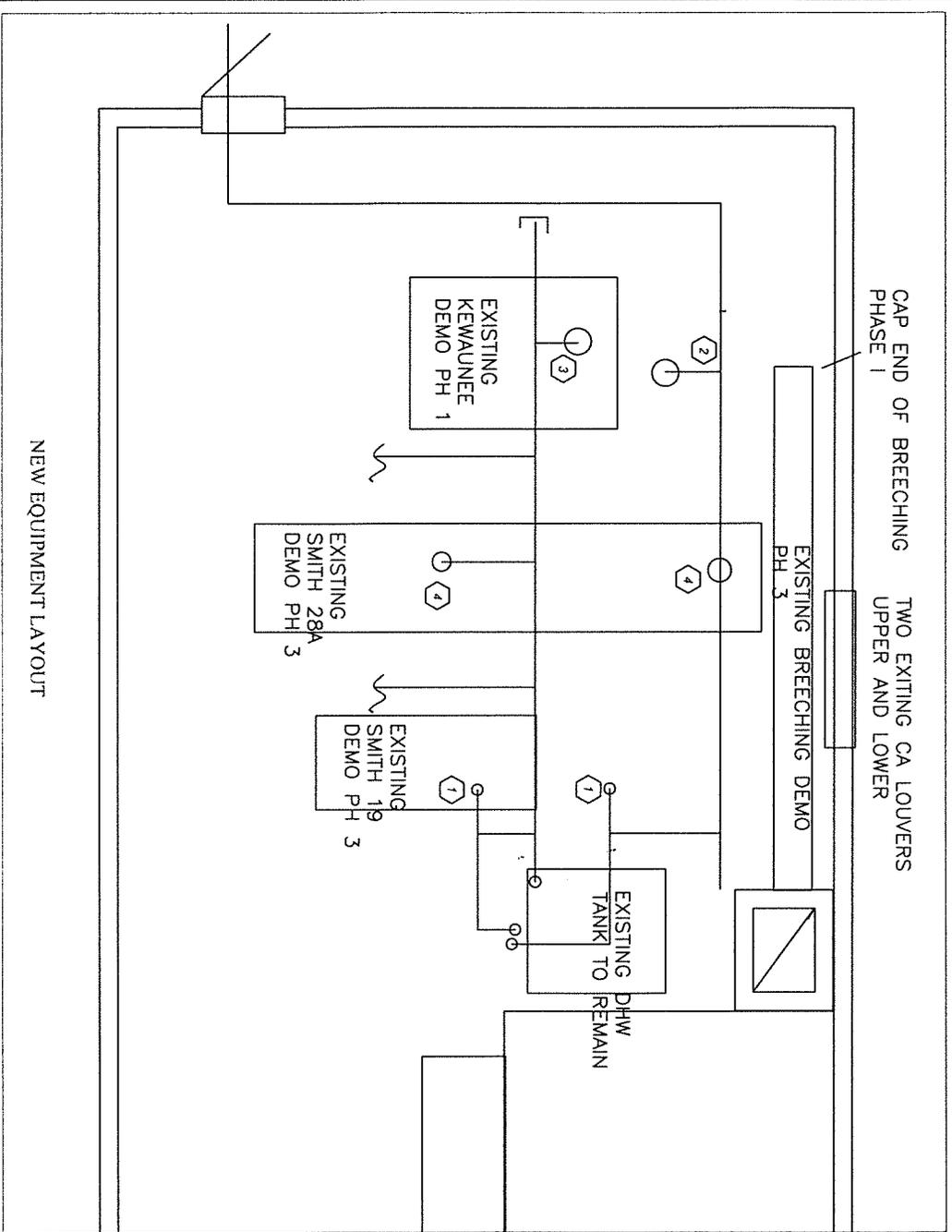
DOMESTIC HOT WATER SYSTEM OPTIONS:

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:

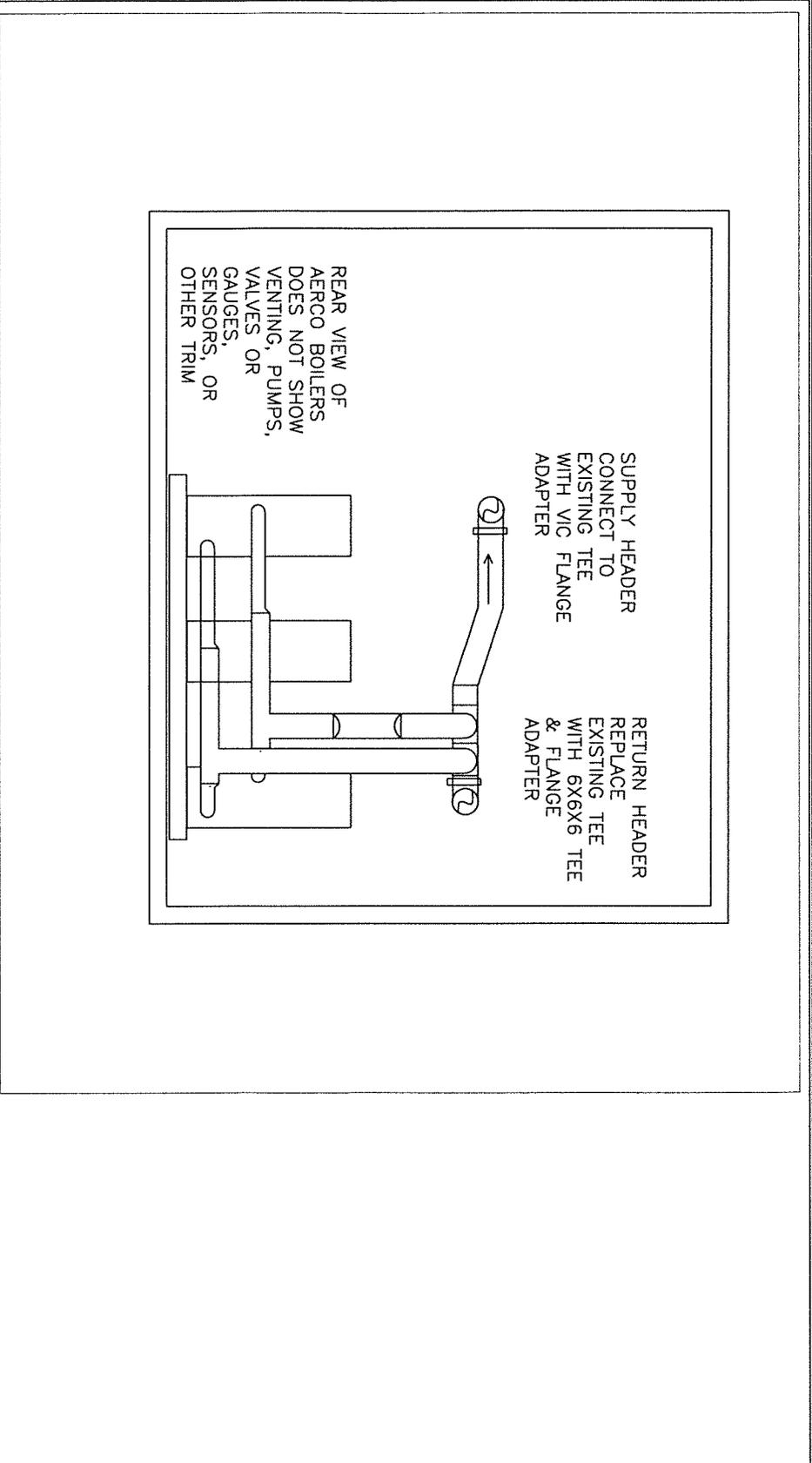
1. Based upon a percentage based rule of thumb for the fuel consumption of a domestic hot water plant, we estimate the School spends approximately \$7,000/yr on domestic hot water.
2. The standby losses associated with the piping for this system is approximately \$1,600/yr.
3. Splitting the system into 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 +/-.



1. DISCONNECT PIPING FROM BOILER AND CAP NEAR TEE
2. RETURN CONNECTION TO BE REWORKED FOR PRIMARY/SECONDARY LOOP
3. SUPPLY CONNECTION TO BE REWORKED FOR PRIMARY SECONDARY LOOP
4. CAP TWO LINES TO EXISTING SMITH 28 A WHEN DEMO'D

REVISION HISTORY

SIEMENS		BRUNSWICK HS	
Northern New England Building Automation		BRUNSWICK ME	
66 Mussey Road Scarborough, ME 04074 USA Phone: 207-885-4100 Fax: 207-885-4170		DESIGNED BY	CHECKED BY
		RCC	RCC
		10/17/12	10/17/12
		TEST DATE	
		PS-2	



ELEVATION VIEW OF BOILERS SHOWING PRIMARY SECONDARY ORIENTATION

REVISION HISTORY

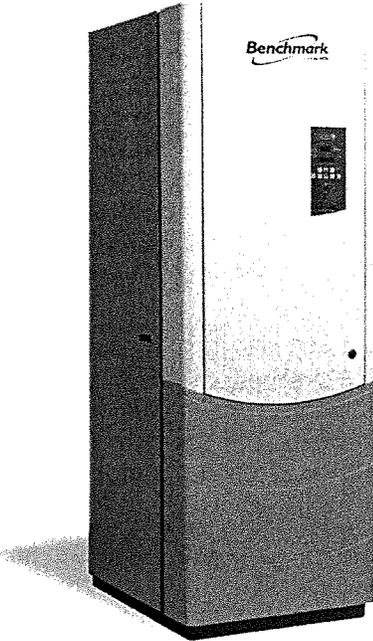
SIEMENS		BRUNSWICK HS		P-S-3								
Northern New England Building Automation		BRUNSWICK ME										
66 Mussey Road Scarborough, ME 04074 USA Phone: 207-885-4100 Fax: 207-885-4170		<table border="1"> <tr> <td>DESIGNED BY</td> <td>DATE</td> <td>DESIGNED BY</td> <td>DATE</td> </tr> <tr> <td>PCC</td> 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



BMK2.0LN GWB

TECHNICAL DATA SHEET

Low NOx Benchmark Gas Fired Hot Water Boiler System



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

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

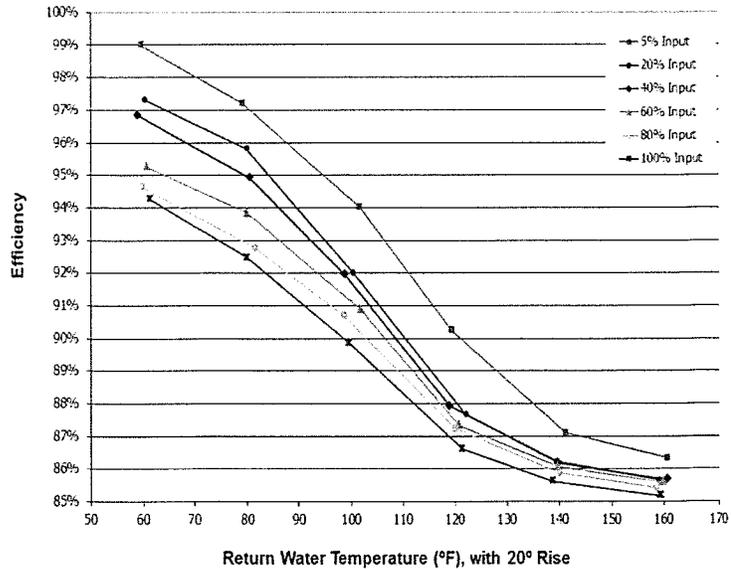
The BMK2.0LN can be used singly or in modular arrangements and offers selectable modes of operation. In addition to controlling the boiler according to a constant set point, indoor/outdoor reset schedule or 4-20mA signal, one or more can be integrated via Modbus communications protocol to AERCO's multiple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



THERMAL EFFICIENCY

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

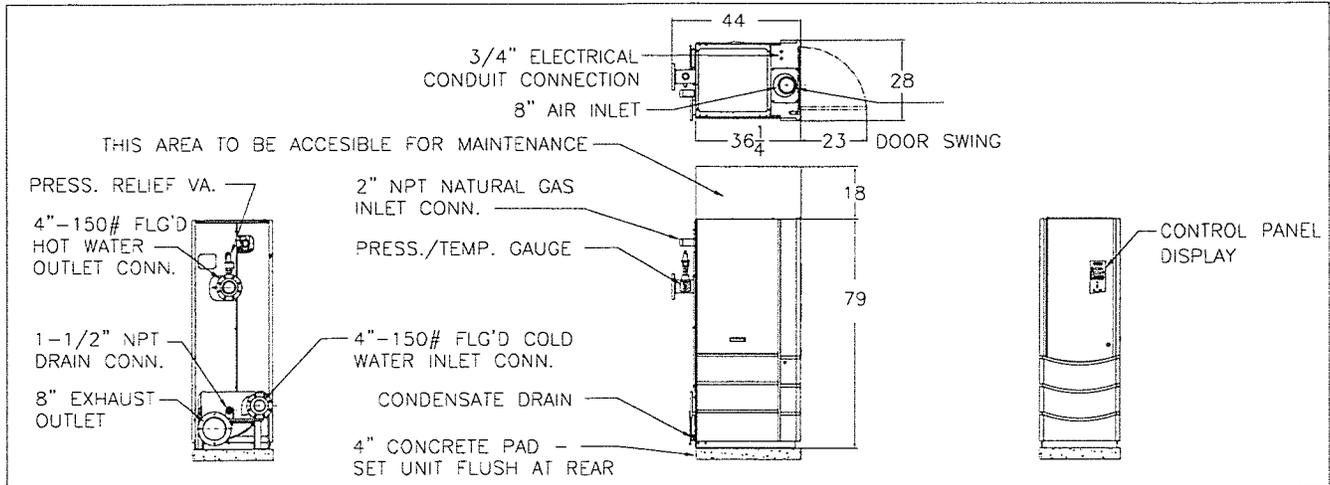
Thermal Efficiency of BMK2.0LN



FEATURES:

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

DIMENSIONS:



RATINGS AND DIMENSIONS:

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

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

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

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

(c) Output dependent upon application - see efficiency curves

SPECIFICATIONS:

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

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

*Up to 2000' Altitude

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

Represented By:

AERCO

WATER HEATERS • BOILERS • PARTS & ACCESSORIES

AERCO INTERNATIONAL, INC.

100 ORITANI DR. • BLAUVELT, NY 10913

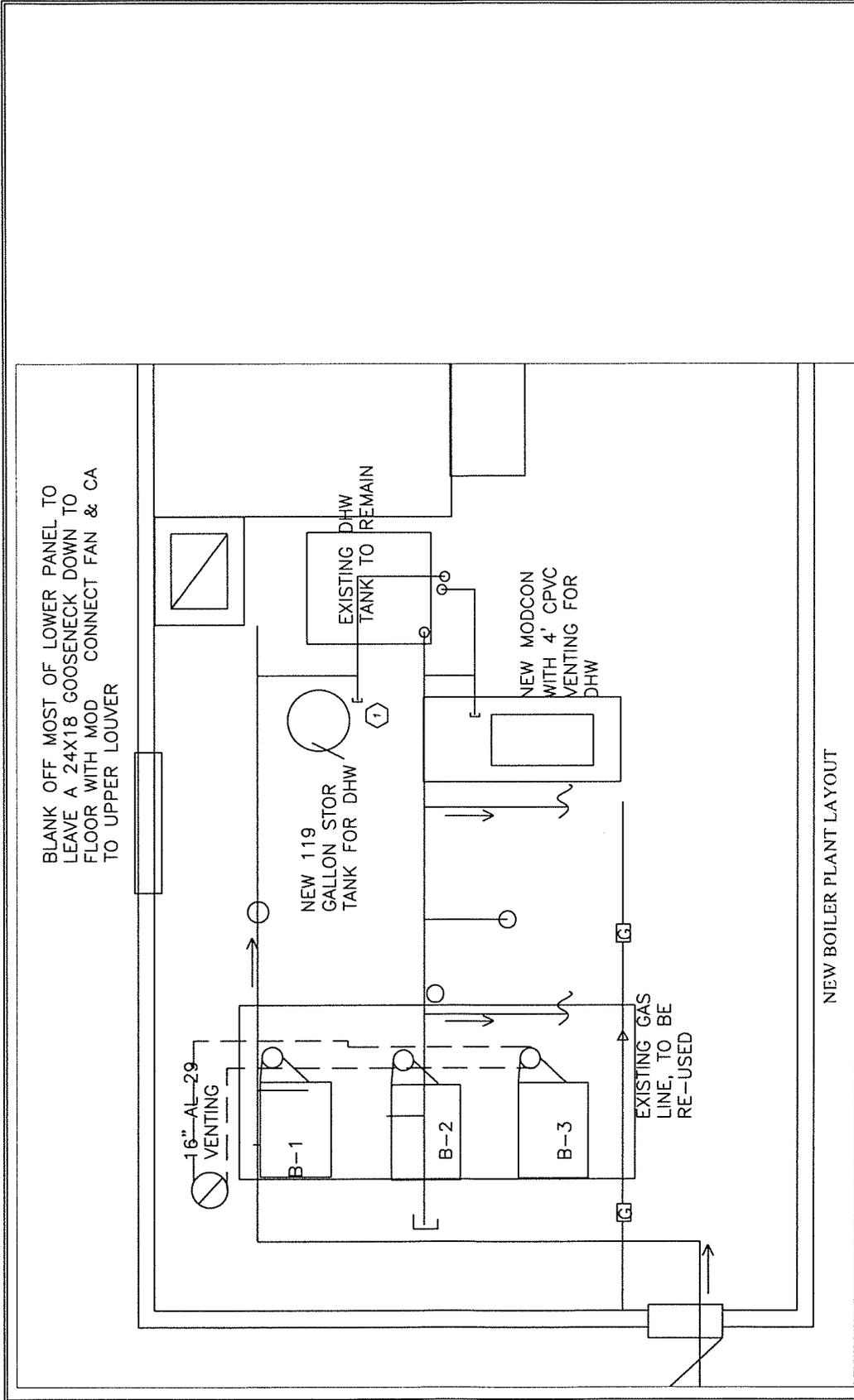
(845) 580-8000 • FAX (845) 580-8090

www.aerco.com

Specifications subject to change without prior notice.

Consult website or contact AERCO.

BMK2.0LN 01/2012 NY



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

NEW BOILER PLANT LAYOUT

REVISION HISTORY

SIEMENS
Northern New England
Building Automation

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

BRUNSWICK HS
BRUNSWICK ME

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

PS-2

Project Summary

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

I. PROJECTS RECOMMENDED FOR FUNDING

Capital Improvements

Facilities - Improvements

McLellan Building Improvements	1,100,000	-	-	-	-	-	Gen. Fund Bal.
17 Library Building Upgrades	-	132,500	-	-	-	132,500	Gen. Fund Bal.
Emerson Fire Station Improvements	150,000	-	-	-	-	-	G.O. Bonds
Recreation Boiler Building Roof	50,000	-	-	-	-	-	Reserves
Recreation Building Roof (partial)	16,000	-	-	-	-	-	Reserves
BJHS Air Quality	454,080	-	-	-	-	-	G.O. Bonds
19 BHS Boiler Plant Replacement	-	553,030	-	-	-	553,030	G.O. Bonds
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	-	-	-	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 hot water during school hours and even more during non-school days and times. These days with the use of low flow aerators and fixtures, we tend to pull hot water from the boiler, but with the minimal flow, we don't actually get the water. This is wasted energy being pulled but never actually used.

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

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

SOURCES OF FUNDS	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
G.O. Bonds		-	553,030				553,030
							-
							-
							-
							-
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		

Public Hearing

BHS Boiler Plant Project

Annual Boiler Inspection Report as required and conducted by our insurance carrier. This is what prompted me to add it to the C.I.P.

Conferred With:
Paul Caron

Service Date:
April 4, 2011

SUMMARY

The purpose of this visit was to conduct insurance loss prevention activities and complete jurisdictional inspections required by law on boilers H6477, H6478, and H6479. Recommendations were made and are covered in the Recommendations section below. Those recommendations classified as "Code" must be completed in order to issue the Certificate of Operation.

Thank you for your cooperation. Should you have any questions or comments regarding this inspection, please contact the HSB Hot Line at 1-800-333-4677.

RECOMMENDATIONS

Priority
Equipment ID.: H6477

Indications of leakage were detected at the right side of the boiler. The boiler insulation was found to be wet and the boiler shell is corroded. This condition expedites the rate of general erosion and corrosion and could result in the failure of the boiler. The necessary repairs or adjustments should be made to stop this leakage.

Post Inspection response

- Discussed this issue with staff and I was told that it has been ongoing for some time.
- Called Siemens to review and assess.
- This is the back up boiler and when the water cools it condensates. It is only used during peak cold days. Not large enough to operate on it's own.
- Because of the boiler plant design it would need to stay fired year round for it to keep from condensing on the shell.
- Decided that, given the age of the boiler & domestic plant, we should look at an equipment replacement project that would be more efficient.

My Facilities Strategic Plan Points

Strategy	Action Steps	Persons Involved	Results	Future Needs/ Directions
5. Submit School Revolving Renovation Fund (SRRF), Qualified Zone Academy Bond (QZAB) and Qualified School Construction Bonds (QSCB) applications as appropriate.	Review Capital Improvement Project list and submit applications by current priority according to D.O.E. standards. SRRF and QZAB require a minimum 35% or greater free / reduced meal rate to qualify.	Paul Perzanoski, Pender Makin Jim Oikle, Paul Caron Michelle Caron	Brunswick Public Schools continue to monitor the safety of the children as well as staff as the needs of schools change.	Submit another round of applications for Capital Improvement Projects as the application processes open.
6. Conduct annual review of Capital Asset Management Plan to facilitate and proactively manage, upgrade, or replace school building assets.	Monitor and update the Capital Asset Management plan to facilitate and proactively manage, upgrade or replace the school building assets.	Paul Perzanoski, Pender Makin Jim Oikle, Paul Caron Michelle Caron	Results of the yearly analysis influences the department's approach to capital improvement projects with the school budget, BCIP, Revolving Renovation Fund and Major Capital Improvement Applications.	Conduct a yearly review to chart progress and identify emerging needs. Use of CAM software reports and inspections provides the tools to monitor and track expenses for many years in advance.
7. Decrease the use of energy consumed by the district.	Monitor systems and continue to be efficient and tweak the systems wherever possible to curb waste.	All staff and students affiliated with Brunswick Public Schools	Will enable the district to operate efficiently but in a manner that is cost efficient, but still provides occupant comforts.	Continue to work towards improving systems and providing occupant training and information to enable all in being energy wise.
8. Reduce the levels of Green House Gasses emitted by Brunswick Public Schools district	Tracking the Brunswick Public Schools energy use enables us to understand our carbon footprint for emissions.	All staff and students affiliated with Brunswick Public Schools	Carbon emissions will be at the minimum levels needed to operate efficiently.	Conduct periodic reviews to identify changes in levels and continue to communicate with the D.E.P. to maintain efficient operations.
9. Maintain safe/secure school and administrative buildings for students and staff.	Monitor and review needs for 4 categories of building security; access, CCTV, physical barriers & staff/student awareness training.	All staff and students affiliated with Brunswick Public Schools	A secure sense of comfort from external as well as internal threats so students can stay focused on learning.	Continue to modify and improve all sites in the 4 major categories of access, CCTV, physical barriers & staff/student awareness training.

Maintenance & Capital Asset plan

- There is a large concern about the surprise repair/replacement costs of the town and school assets.
- Proactive VS reactive
- Is it a surprise or is it because of the ongoing back log of projects?
- When projects get pushed back the assets in question can't begin to get looked at because repeat requests are still in the queue

3 pronged approach

- Annual repair/maintenance/savings budget should equal 2% of combined building replacement costs, \$38,000,000.00 = \$760,000.00
1. Invest of save \$500,000 per year for renewals and repairs for BHS & HBS
 2. Invest \$1,000,000 per year in upgrading the BJHS and Coffin Schools
 3. Budget for a \$1,000,000.00 nest egg so that we better prepared to address the future needs of building a new school.
 - In doing so we are doing our part to be responsible and understanding of the town's tax burden.
 - Keeping our fingers crossed for a new school in 2025 is not an acceptable approach for a business plan. We need to have a plan.

The Kawanee boiler is the back up boiler that has corroded.



Boiler Plant replacement

- With the problems that we have with the Kewanee boiler we feel that we should be prepared to replace the entire boiler plant. If one boiler is nearing it's useful life the rest of the equipment might be as well.
- The next slides show the primary Boiler (Smith) the domestic boiler as well as the large domestic storage tank.
- This project also includes a new main electrical panel that will be connected to the generator. Currently the boiler won't operate during a power failure.
- This is also a designated Red Cross shelter.

Smith Boiler – Domestic boiler & tank



500
gallon
storage
tank



Cost Scenario 1 as proposed

- Upgrade boiler plant cost \$575,000
- Efficiency Maine rebate ($\$7,500 \times 3 = \$22,500$)
- Initial cost w/o interest = \$552,500
- Savings per year = \$22,000
- R.O.I. = $\$552,500 / \$22,000 = 25.11$ years

Cost Scenario 2 - Replace single boiler and remaining equipment at time of failure with the same type and potentially the same problems.

- We won't be able to do a boiler plant equipment replacement during bad weather.
- The problem usually manifests itself during bad weather because that is when boiler pressure is high.
- Boilers leak from the inside out so we don't know how much time we have.
- \$22,000 savings not achieved over a 25 year period
- $25 \text{ years} \times \$22,000 = \$550,000$ of potential savings lost
- This just the scenario of losing the single boiler, over the 25 year term there is the additional cost of replacing everything else.

Questions forwarded to me

- Energy Efficiency
- Timeline
- Details of Project Cost
- Sole Source
 - Reasons why
 - Other projects
- Project guarantee
- The consequences of an unexpected failure of the existing plant

Efficiencies

- The Importance of Modulation
- In general, modulation refers to the ability to adjust a boiler's or water heater's firing rate (input) to meet the heating demand (output) of the system.

AERCO equipment utilizes a fully modulating design that precisely matches firing rate to actual building demand. A 2 million BTU/hr. capacity Benchmark boiler can run with as little as 100,000 BTU/hr., or 6.7%, input. Drawing only enough fuel to meet actual load changes, each unit will gradually increase its capacity – in precise 1% increments – up to 100% capacity.

- Smarter production and storage of domestic hot water.

Where Conventional Equipment Falls Short

- The oldest boiler designs have only one level of power – 100%. They are either on or off. This creates cycling losses each time the unit shuts down; the heat exchanger cools off and must be fully "reheated" before heat transfer can begin.
- Once the unit restarts, the 100% firing rate may be far more than what is required to meet the building's load.

While newer burners and boiler designs incorporate 5:1 or 3:1 turndown ratios, limited firing rates still result in some wasteful overshooting or cycling losses

Condensing Boiler Benefits

- **The Greenspec®** Listed Benchmark boilers are perfect for "green" designs. Their small footprint, flexible venting/piping options, high efficiency, and lower operating costs can help facilities earn LEED points. Benchmark has been designed with environmental advantages:
- **O₂ monitoring system** – Benchmark units are available with AERCO's proprietary O₂ monitoring system, which displays the oxygen level directly on the C-More controller in real time. It can be monitored via Modbus, so customers can measure emission levels and fuel combustion efficiency to maximize fuel economy.
- **Space-saving Design**
All Benchmark products are delivered as a single, fully assembled unit. Its small footprint, doorway size, and quiet operation make it ideal for both new construction and retrofit applications.

Details of Project Cost

Labor Costs			Equipment Costs		
Discipline	Vendor	Cost	Vendor	Cost	
Sheet Metal	AirTemp	\$ 23,150	Aerco	\$ 97,870	
Electrical	Bana Corp	\$ 23,768	Muchkin	\$ 9,450	
Insulation	Atlantic	\$ 7,210	F.W.Webb	\$ 23,079	
Engineering	Bennett Eng	\$ 12,875	Controls	\$ 30,701	
Rigging	Cote Crane	\$ 24,720	Misc	\$ 3,515	
Piping	S & M	\$ 135,369	Freight 5%	\$ 6,286	
Roofing	G&E	\$ 4,000			
GC	Lajoie	\$ 7,003			
Total		\$ 238,095		\$ 170,901	

Project Cost Breakout

Direct Costs - equipment	\$170,901
Direct Costs - Subs - turnkey Install	\$238,095
Total Direct Cost	\$408,996
Marked-up Internal Labor Costs	\$43,932
Marked up Material	\$197,391
Marked up Subs	\$275,000
Total of marked up cots	\$516,323
Total Other Indirect Costs	\$58,576
Total Sell price	\$ 574,899

Project Cost Mark-Ups

Project Cost Mark-Ups	Major Mechanical/HVAC Systems
Energy Engineering	0.50%
Engineering, Design and Spec	0.00%
Project Management	4.00%
On-site Construction Management	2.00%
Commissioning	2.00%
Training	0.80%
M&V During Construction	0.00%
Cost of Risk	7.00%
P&P Bonds	1.00%
Construction interest	0.50%
Travel	0.60%
Site Conditions	1.80%
Hazardous Waste	0.00%
Other - Warranty	1.50%
TOTAL	21.70%
Overhead	10.00%
Profit	5.00%

Sole Source

- Siemens knows our buildings and they have several years of energy data.
- They understand our needs
- Keeps all of our energy saving software consistent
- They are our contracted PM and repair company. We don't want one company to do the building and another to warranty service the boiler plant.
- Other project similar to this follow;

Siemens Controls

- We spend \$1,600 per person to train people to use Siemens energy management controls.
- Other vendors such as Honeywell systems doesn't even offer training to staff. I am the only one that can manage the HBS controls.
- Savings would be greater if someone on sight were able to do it.

IAQ project for the McMahan School Phase 1 - May 8, 2008

- *Proposal: Phase I IAQ project of converting the McMahan school from Steam to hot water heat source and converting exiting class room unit ventilators to VAV boxes with reheat coils served by a total of (4) roof mounted Heat Recovery Ventilators. All new IAQ equipment to be complete with Siemens DDC. Siemens will bring all communications of associated equipment back to the Siemens Apogee system. Complete breakdown of Phase I to be attached on following pages.*
- *Project Cost: \$490,490.00*

IAQ project for the McMahon School Phase 2
– May 2, 2009

- *Proposal: Phase II and final conversion of the McMahon steam to hot water conversion. This project includes the remaining portion of the school under steam heat, including the complete boiler room conversion with Siemens Automation.*
- *Project Cost: \$1,243,286.00*

IAQ project for the Montello School, phase I, II, & Boiler room – February 6, 2009

- *Proposal: Phase I, II IAQ project of converting the Montello School from steam to hot water is to focus on the large areas first, including the Boiler room as its own phase with complete retrofit, cafeteria, gym, “old” band room, class rooms or old lockers, kitchen, administration, Wing B & C of class rooms, hall ways, and library .*
- *Project Cost: Boiler Room Phase \$ 549,000.00*
- *Phase 1 HVAC \$ 1,372,508.00*
- *Phase 2 HVAC \$1,361,403.00*

IAQ project for the Lewiston Middle School, Phase I – November 11, 2010

- **Proposal:** *Phase I at the Lewiston Middle school will be focusing on the control of the existing Heating Plant and Auditorium ventilation system. This proposal includes all new perimeter hot water conversion from steam in the entire auditorium.*
- **Project Cost:** \$ 459,271.00

Project Timeline

Beginning of November	Contracts are issued
Middle of November	Removal of Kewanee starts
Middle of December	Removal of Kewanee Complete
Beginning of January	Major Equipment Arrives
Middle of January	Start Aerco Boiler installation
Middle of February	Aerco Boiler one installed
Beginning of March	System operational on existing 28 and one Aerco
Beginning of April	Three Aerco boilers installed
Middle of April	All Aerco boilers operational
Middle of April	Removal of existing 28 starts
Beginning of May	Install DHW boiler and seasonal tank
Middle of May	Start DHW system and remove existing 19 series
Beginning of June	Substantial Completion

Project Timeline

This is contingent upon proposal acceptance. I would assume if all good mid November for order.

- Process project internally
- Order Long lead time materials within a week of project acceptance.
- AERCO Boilers – Lead time 6-8 weeks
- Domestic HW Boiler – Lead time 4 weeks
- Domestic Storage TANK – Lead time 4 weeks

Week of November 16th

- Conduct onsite meeting with all sub contractors for project Kickoff and create mobilization schedule from that onsite meeting.
- Start the DEMO process of the Kewanee Boiler

Week of November 23rd

- Pour Concrete Pads for new Boiler locations
 - Prep for Electrical Feed for new Boilers
 - Prep venting for new Boilers
 - Prep Piping for new Boilers.
-
- The Project Manager will provide weekly recap minutes for the next steps in the process. The intent would be to get one AERCO boiler up and running to allow usage to compensate for the building load while utilizing the sectional boiler.

What guarantee do we have for the life and performance?

- When you buy a new car you usually get a 3 year warranty with a mileage statement.
- Don't we expect the car to last more than 3 years?
- Who will want to service our out of warranty concerns after it expires?
 - The company that you have an ongoing relationship with?
 - The company that low balled the price to get the job.
- Will they nickel and dime us every chance? Siemens knows upfront that I will not accept change orders. Even if it is out of their control, they work with us to get it right.
- Who will respond for after hours calls? Low bid or vested contractor?

Equipment Warranty

- **Warranty** – AERCO stands behind its products. The heat exchanger in the Benchmark boilers has a 10-year full (non-prorated) warranty

Unexpected failure

- What will the unexpected failures cost us?
 - More money since we will need to rent temporary heating equipment
 - We would end up paying higher labor since we would need to pay top dollar for reactive service.
 - We would most likely sacrifice efficiency since we would need to utilize what ever is available.
 - The need to enact the school emergency plan?

Failed Boiler History

- Reactive replacement scenario
 - A previous experience elsewhere - I had concerns that the administrative office boiler would fail.
 - My initial proposal was denied – 1 steam boiler replaced with 2 hot water boilers (2/3 & 1/3) and a complete HVAC system
 - Emergency plan 2 years later (value engineered)
 - Had to eliminate the 2nd boiler – shoulder season and redundancy
 - Cut back on HVAC system (4 pipe to 2 pipe)
 - Lost efficiency, seasonal transfer is manual
 - Hot days in the fall or cold days during the summer are a problem
 - Went to spiral duct mains

Legal Opinion from Drummond/Woodsum

- Having reviewed the information you have provided, it is our observation that relatively little work is being done to repair or renovate the school building itself, and almost all the job appears to involve the cost of removing existing equipment, the cost of the new equipment, and the cost of installing the new equipment. While there is some work on the actual building, this appears to be incidental only, and minor relative to the total cost. Based on this understanding, it is our view that the job may be considered the replacement of building equipment and that competitive bidding under 5 MRSA §1743-A is not required.

ITEM 99

BACK UP MATERIALS

John Eldredge, Town Manager
Sarah Brayman, Chair, Brunswick Town Council
Fran Smith, Town Clerk
85 Union Street
Brunswick, Maine 04011

September 30, 2015

On September 23rd the Rivers and Coastal Waters Commission (RCWC) held a public forum to discuss mooring registration fees. That same evening, the Commission voted to send the following recommendations to the Town Council. These mooring fees are intended to take effect for the 2016 boating season.

1. Mooring registration fees would be assessed at \$25.00 for all resident, private, commercial, and rental moorings. Nonresident fees would be \$50.00.

[The Harbor Ordinance defines a residential mooring owner as someone who lives in Brunswick more than six months out of the year, or pays Brunswick real estate taxes, or is a registered voter in Brunswick. A non-resident mooring owner is someone who does not meet any of the above criteria.]

2. If a traditional mooring in an eel grass habitat with suitable substrate is replaced with a helix mooring, there will be no mooring fee charged for 5 years.

[Mooring chains attached to heavy anchors are known to scour the sea bottom and damage eel grass beds. Helix moorings are attached to a long screw driven into the mud and the boat is secured by a floating flexible cable, thus minimizing damage to marine resources.]

3. If a mooring registration is late, the owner must pay double the usual fee.

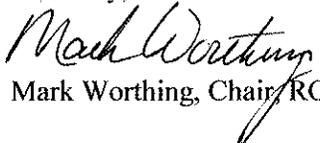
[Mooring owners will be notified by the Harbormaster of the need to register moorings by January 31. The deadline for filing that mooring registration is May 1 of each year.]

As you are aware, the Commission has been discussing and studying mooring fees through their regular meetings and public forums since June 2015. The RCWC analyzed fee structures from other coastal Maine towns and took into consideration the budget of the Marine Resources Department. It is the intention of the Commission that these fees would represent a portion of the Harbormaster's operating expenses.

The Commission would also like to thank Harbormaster Dan Devereaux and Town Clerk Fran Smith for all their help and guidance.

If I can be of any further assistance, please do not hesitate to let me know.

Sincerely,


Mark Worthing, Chair, RCWC

ITEM 100

BACK UP MATERIALS

MEMORANDUM

TO: Town Council

FROM: John Perreault, Chair
Kathy Wilson
Daniel Harris

DATE: September 22, 2015

SUBJECT: Social Service Committee

The Social Services Committee is pleased to present for the Town Council's consideration, the attached draft of a social service agency funding policy and a draft application form. The Committee began its work in mid-July and completed it on September 22nd. Our work included the review of a number of policies and applications utilized by several communities throughout the state. We also reviewed Brunswick's previous applications and funding history. As has been reported, Brunswick discontinued making grants to social service agencies beginning with the 2007-08 municipal budget.

In developing this policy, the Committee chose to recommend limiting grant funds to agencies that provide food, clothing, and shelter. Further the Committee recommends that in the year the policy is implemented, funding be limited, in total, to \$20,000. The Committee understands this will provide a limited amount of funds to a limited number of agencies. Given the difficult budgets the Town has experienced, and expects to experience in the foreseeable future, the Committee believes this modest approach is a prudent first step.

The Committee wishes to thank Fran Smith for her assistance. We look forward to discussing our recommendations with the Town Council.

Town of Brunswick Social Services Funding Policy

Purpose of this Policy

The purpose of this policy is to establish guidelines to be used by the Town Council in the review of grant funding requests from non-governmental charitable organizations.

Background

The Town of Brunswick provides many services to its inhabitants in the course of fulfilling its responsibilities as a municipality. Certain non-governmental charitable organizations provide services to members of the public, some of which are similar to the services that the Town of Brunswick could provide in accordance with Maine law. The Town of Brunswick, acting through the Brunswick Town Council, establishes the following policy under which the Town might provide funds to certain non-governmental charitable organizations:

Social Services Committee

Committee Composition: The committee shall consist of five (5) members. Three (3) shall be Town Councilors, appointed for annual terms. Two shall be (2) citizen members appointed to two-year staggered terms.

Committee Responsibilities: The committee has the following responsibilities:

- administer this policy and make recommendations regarding amendments to the policy;
- develop and administer any procedures consistent with this policy as necessary to meet the goals of this policy;
- receive and review funding requests made pursuant to this policy;
- recommend grant amounts to be awarded to eligible organizations.

Definitions

Charitable Organization: A non-government, non-profit organization, determined to be tax-exempt by the Internal Revenue Service under section 501 (c)(3) of the United States Internal Revenue Code, that provides goods and services at low cost or no cost to Recipients (as defined herein).

Distributions: Goods and services which a Charitable Organization provides to Recipients.

Recipient: A natural person who receives goods and services from a Charitable Organization.

Year: A Charitable Organization's fiscal year.

Eligibility

To apply for and receive funding from the Town, a Charitable Organization must meet the definition as defined herein and must at all times be qualified as a 501(c)(3) organization under the United

States Internal Revenue Code, and must provide the Town with proof of such qualification with each application to the Town for grant funds. Loss of eligibility will render an applicant ineligible for funding and from receiving grant award payments.

Further, in order to apply for and receive funding, a Charitable Organization must demonstrate to the satisfaction of the Social Services Committee that in each Year:

- Distributions made by the Charitable Organization shall be in the form of food, clothing, shelter, or a combination thereof.
- At least seventy-five percent (75%) of the Charitable Organization's Recipients shall be residents of the Town of Brunswick.
- At least seventy-five percent (75%) of the Charitable Organization's budget shall be comprised of Distributions to Recipients.

A Charitable Organization shall not be controlled by or otherwise affiliated with any religious organization. However, having an office in facilities owned or occupied by a religious organization shall not, in and of itself, be disqualifying.

A Charitable Organization shall not discriminate in any way either for or against any Recipient due to the race, creed, color, gender, national origin, or sexual orientation of that Recipient.

The Social Services Committee shall make all determinations regarding an applicant's eligibility to and the Committee's determination shall be final.

Applications

A Charitable Organization must submit a timely application deemed complete by the Social Services Committee. A complete application shall include the prescribed form of application as well as all additional submissions required by this policy. The application must be certified by the Charitable Organization's chief executive to be true and complete. Further, the applicant statement shall include an agreement to fully indemnify and defend the Town against any liability that might arise out of the Charitable Organization's activities. The application shall be accompanied by the Charitable Organization's:

- Articles of Incorporation
- By-Laws
- List of Board Member and Officers
- Audited Financial Statements (most recent 3 years)
- Federal Income Tax Returns (most recent three years)
- An Annual Budget
- Property Tax Exemption Certification (if applicable)
- Certificate of Insurance (general liability minimum of \$1,000,000)

All applications for funding must be received by the Town by the date prescribed by this policy and deemed to be complete the Social Services Committee. Late or incomplete applications will not be

considered and the applicant will be deemed ineligible for funding. The Social Services Committee's determination of an application's completeness shall be final.

Applicants should be aware that documents submitted to the Town of Brunswick shall be deemed public documents under Maine's Freedom of Access Act and shall be available for public inspection and copying. It shall not submit any materials that could identify, or lead to the identification of, any individual that applied for or received assistance from the Charitable Organization.

Awards

The Social Services Committee shall recommend the total amount of grant funding to be included in the Town's annual budget and make funding level recommendations for each applicant, including any recommendation that an organization not be funded. These recommendations shall not prevent individual Councilors from making his or her own recommendations during budget deliberations. However, the Council will not entertain funding proposals from Charitable Organizations that did not submit a complete and timely application under this policy. Grant awards to a Charitable Organization shall be determined in the deliberation and approval of the Town's annual budget. The amount of funds, if any, to be disbursed shall be at the sole discretion of the Town Council.

The Town Council shall not be obligated to disburse all funds made available in the adopted budget. The Town Council may, at any time, in the sole exercise of its discretion, remove in whole or in part funds that may have been previously approved as to any Charitable Organization. Funding may be withdrawn due to budgetary constraints, failure to maintain eligibility, or for any other reason the Town Council deems appropriate.

Grant payments to Charitable Organizations shall be made in two equal semi-annual payments. The Town of Brunswick may suspend funding, including any unexpended commitments, to any Charitable Organization that loses its eligibility under this policy. Further, the Town may, at its discretion, seek to recover funds granted to an organization deemed ineligible.

The Social Services Committee, in determining its level of recommended support for a Charitable Organization, shall consider the value of all property tax exemptions the Town has granted to that organization.

Calendar

<u>Activity</u>	<u>Date</u>
Appointment of Social Services Committee	July or August
Social Services Committee Consults Town Manager on Funding (in total)	November
Social Services Committee Recommended Funding Levels (in total)	December
Application Period Opens	January 1
Application Period Closes	January 31
Social Services Committee Reviews Applications	February
Social Services Committee Recommendation to Town Council	March 1

Prior to, or at, the Town Council's first meeting in December, the Social Services Committee, after consultation with the Town Manager, shall recommend to the Town Council the aggregate amount of all funds available for disbursement to all Charitable Organizations in the upcoming fiscal year of the Town. During the first year following the adoption of this policy, the total amount to be distributed shall not exceed \$20,000.

DRAFT

**TOWN OF BRUNSWICK
FY 2016-17
SOCIAL SERVICE FUNDING REQUEST**

APPLICATION

Please address the following areas as completely as possible to ensure the Town Council will have all the data necessary to evaluate your request for funds. Please be advised that the Town's fiscal year runs 7/01/16 through 6/30/17.

AGENCY:

Agency Name: _____

Contact Name: _____

Address: _____

Address: _____

Telephone: _____

E-Mail: _____

Is the Agency a 501 (c)(3) under the Internal Revenue Code? Yes _____ No _____

CLIENTELE:

Geographic Area Served: _____

Total Number Clients Served: _____

Total Clients Served from Brunswick: _____

Ratio (%) Brunswick Client to Total: _____

Client Eligibility Criteria: _____

PROGRAM DESCRIPTION:

Date Established: _____

Statement of Purpose:

Services/Program (Mandated? Voluntary?):

Percentage of Distributions in the form of:

Food: _____ Clothing: _____ Shelter: _____ Other: _____ TOTAL:: _____

Geographic Area Served ((Mandated? Voluntary?):

Staff (Full time Equivalent (FTE), Full-time, Part-time, Volunteers):

Relationship to Other Agencies:

BUDGET INFORMATION

Funds Requested from Brunswick last year: _____

Current Total Annual Budget: _____

Funds Granted by Brunswick FY (last year): _____

Funds Requested from Brunswick FY (last year): _____

Current FY Budget Compared to Previous Year (=/-%): _____

Ratio of Adm. Costs to Total Budget (%): _____

Total Expenses for Brunswick Clients Last FY: _____

% Expenses for Brunswick Clients Last FY: _____

Expenses per Brunswick Client Last FY: _____

AGENCY BUDGET

Source of Funds	Last Year	Current Year	% of Total
Federal			
State			
County			
Municipal (all)			
Gifts			
Self Generated			
Investment Earnings			
Other			
Total Sources			
Use of Funds	Last Year	Current Year	% of Total
Distribution to Clients			
Other Distributions			
Administrative			
Overhead			
Other			
Total Uses			
Fund Balance Beginning			
Fund Balance Ending			

At least seventy-five percent (75%) of the budgeted uses shall be in the form of distributions to recipients.

Other Information:

Provide any other information that will help explain and justify your request:

Agency Certification:

On behalf of the applicant, I certify the information contained herein to be true and complete. Further, if awarded funding, the applicant agrees to fully indemnify and defend the Town against any liability that might arise out of the applicant's activities.

Name: _____

Title: _____

Signature: _____

Please attach the following documents:

- **Articles of Incorporation**
- **By-Laws**
- **List of Board Member and Officers**
- **Audited Financial Statements (most recent 3 years)**
- **Federal Income Tax Returns (most recent three years)**
- **An Annual Budget**
- **Property Tax Exemption Certification (if applicable)**
- **Certificate of Insurance (general liability minimum of \$1,000,000)**

***** An Application is NOT complete without these attachments *****

Draft
Social Services Policy Task Force
(Council Subcommittee)
Meeting – September 22, 2015
6:00 P.M.
Room 117 – Town Hall
85 Union Street

Minutes

Present: Committee members: Councilor Perreault, Councilor Harris, and Councilor K. Wilson
 Staff: John Eldridge, Town Manager, and Fran Smith, Town Clerk
 Others: Councilor Watson

Item 1 – Discussion of Draft Policy

The Town Manager presented a revised draft policy. The committee and staff discussed the draft.

The Committee made changes to the draft language and made a motion to approve it as amendment.

The meeting adjourned at 6:45 p.m.

Minutes submitted by Fran Smith.

ITEM 101

BACK UP MATERIALS

MEMORANDUM

TO: Town Council

FROM: John Eldridge
Town Manager

DATE: September 30, 2015

SUBJECT: Midcoast Regional Redevelopment Authority (MRRA)
Tax Increment Financing (TIF) Request

To assist the Midcoast Regional Redevelopment Authority (MRRA) with the redevelopment of the former naval air station, the Town of Brunswick adopted two tax increment financing (TIF) districts. The development programs adopted to implement those districts call for the Town to share up to fifty percent (50%) of the incremental tax revenues generated by Brunswick Landing and the Brunswick Executive Airport districts with MRRA. The development programs require the Town to approve MRRA's request for the use of the TIF funds. The TIFs have been in place, and the Town has been capturing TIF revenues from those districts, since 2013.

MRRA has requested funds to assist with its infrastructure projects. The Town has been reluctant to make an allocation to MRRA while the issue of the aeronautical tax exemption is still in dispute. That dispute is the subject of MRRA's declaratory judgement lawsuit pending in Superior Court. As the Council knows, the MRRA and the town have been engaged in negotiations in an attempt to reach a settlement of that case.

In April, MRRA met with the Town's TIF Committee to request that funds be released for MRRA's use. MRRA indicated that it would use the funds for infrastructure improvements, most likely upgrades to the sanitary sewer collection system. The TIF committee indicated that it would be willing to consider releasing a portion of the TIF funds, while retaining a significant portion of the funds, pending resolution of the tax exemption dispute.

On September 22nd, the TIF Committee met and agreed to recommend that the Town provide \$200,000 of TIF funds to MRRA for its sewer collection upgrade project. The minutes of the Committee's meeting are attached. Also attached is a Council Resolution, authorizing the release of those funds to MRRA.

Attachments

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

A Resolution Authorizing an Appropriation and Grant of up to \$200,000 from Available Tax Increment Financing Proceeds to the Midcoast Regional Redevelopment Authority

WHEREAS, the Midcoast Regional Redevelopment Authority (“MRRA”) is a public municipal corporation created by the Maine legislature for the purpose of assisting with the successful redevelopment of the properties located within the boundaries of the former Brunswick Naval Air Station (“BNAS”); and

WHEREAS, The Town of Brunswick designated two tax increment financing (“TIF”) districts to assist with the redevelopment of BNAS: (1) the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District (the “Executive Airport District”); and (2) the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”) (and collectively the “TIF Districts”), in March 2013, and the State of Maine Department of Economic and Community Development (“DECD”) issued conditional approval of the TIF Districts on March 29, 2013; and

WHEREAS, the Town adopted a Development Program for both TIF Districts in July 2013, and DECD granted full approval of the two TIF Districts and the Development Programs for both TIF Districts on October 24, 2013; and

WHEREAS, the Development Programs require that MRRA request, and the Town approve, TIF funding for projects and other uses MRRA wishes to fund; and

WHEREAS, MRRA appealed the Town of Brunswick Assessor’s determination that certain MRRA properties are not exempt from property taxation; and

WHEREAS, MRRA filed a civil action against the Town now pending in the Cumberland County Superior Court, Docket NO. CV-2014-201 (“pending action”); and

WHEREAS, because of the lawsuit there has been uncertainty as to the amount of funds that might be made available to MRRA; and

WHEREAS, the Town and MRRA have been in negotiations to resolve the pending litigation; and

WHEREAS, MRRA has requested that some funds be made available to it prior to the resolution of the pending litigation; and

WHEREAS, The Town Council established a committee (“TIF Committee”) to review MRRA’s TIF funding requests; and

WHEREAS, the TIF Committee met on April 7th and September 22nd to consider MRRA’s request; and

WHEREAS, the TIF Committee is recommending a total of \$200,000 be made available to MRRA to be used towards public infrastructure projects;

NOW THEREFORE, BE IT RESOLVED, that the sum of \$200,000 is appropriated and granted to MRRA for use in MRRA’s public infrastructure projects.

Proposed to Town Council: October 5, 2015

Adopted by Town Council:

Draft
TIF COMMITTEE MEETING
Minutes
September 22, 2015
7:40 P.M.
Conference Room 117
Town Hall
85 Union Street

Members Present: W. David Watson, John M. Perreault, and Daniel E. Harris

Others Present: Councilor Kathy Wilson, Town Manager John Eldridge and Allison Harris

Councilor Watson moved, Councilor Harris seconded, to approve \$200,000 for infrastructure improvements by MRRA. The motion carried with three (3) yeas.

Councilor Harris moved, Councilor Watson seconded, to adjourn the meeting. The motion carried with three (3) yeas.

The meeting adjourned at 7:50 p.m.

Date of Approval

Chair

ITEM 102

BACK UP MATERIALS

MEMORANDUM

TO: Town Council

FROM: John Eldridge
Town Manager

DATE: October 1, 2015

SUBJECT: Proposed Budget Amendment
Vehicle and Equipment Replacement Reserves

Attached is a proposed resolution that would amend the adopted 2015-16 budget to add funding to the Town's Vehicle and Equipment Replacement Reserves.

As you may recall, the Maine Public Employees Retirement System (MainePERS), recently returned approximately \$136,481 to the Town of Brunswick. This refund represented the remaining surplus the Town carried into the consolidated participating local district (PLD) plan when the Town elected a PLD plan in 1993. Prior to joining the PLD plan, municipalities, including Brunswick, were treated as separate stand-alone plans for funding and benefits. In electing to join the PLD plan, municipalities brought into that plan any liability or surplus they had in their stand-alone plans. Brunswick had a surplus, however, it was the position of MainePERS that it could not return that surplus. Instead, it allowed Brunswick to use a portion of that surplus annually to reduce the required employer contribution. MainePERS recently changed its position and refunded the remaining balance of the surplus.

Brunswick could elect to continue to use a portion of the refund to offset employer costs. However, I have recommended, and the Finance Committee has agreed, to allocate these funds to the vehicle reserve accounts. In funding the reserves, we would have funds available to replace equipment that the adopted CIP recommends, or that we assumed would be funded with bonding. For instance, the CIP recommends funding a sidewalk tractor for the Parks and Recreation Department with bonds. Without sufficient funding, we anticipate that we would also need to fund a replacement ambulance with a bond.

If the Council agrees to appropriate the MainePERS refund for the vehicle replacement accounts, it would need to adopt the attached budget amendment. The process for amending the budget is similar to the one used to adopt the budget. It requires setting and holding a public hearing, and a vote on the amendment ten or more days following the public hearing.

TOWN OF BRUNSWICK, MAINE

Resolution Amending the 2015-16 Budget to Appropriate \$136,481 for the Purpose of Funding the Vehicle and Equipment Reserve Funds

WHEREAS, the Town of Brunswick (the “Town”) adopted a budget for the 2015-16 fiscal year (the “Budget”); and

WHEREAS, the Town of Brunswick (the “Town”) adopted a Capital Improvement Plan for the 2016-2021 fiscal years (the “CIP”); and

WHEREAS, the CIP includes Vehicle & Equipment Reserve funding as well as certain individual vehicle and equipment items to be funded individually; and

WHEREAS, in accordance with the CIP policy, replacement vehicles with a life expectancy of less than 15 years and a cost less than \$325,000 should be funded through the Vehicle & Equipment Reserve Funds; and

WHEREAS, due to insufficient balances in the Vehicle & Equipment Reserve Funds, the CIP includes certain vehicle and equipment items with a cost less than \$325,000 to be funded through the issuance of bonds; and

WHEREAS, in August, 2015 the Town received \$136,481 from MainePERS in payment of the Town’s Individual Unpooled Unfunded Actuarial Asset (IUUAA) balance as of June 30, 2015; and

WHEREAS, the Town Manager has determined that a suitable use for the \$136,481 IUUAA funds is to be appropriated for the Vehicle and Equipment Reserve Funds; and

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

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

NOW THEREFORE THE FOLLOWING RESOLUTION IS ADOPTED:

The 2015-16 Budget is amended to appropriate a sum of one hundred and thirty-six thousand, four hundred and eighty-one dollars (\$136,481) for the Vehicle and Equipment Reserve Funds.

Proposed to Town Council: October 5, 2015

Public Hearing:

Adopted by Town Council:

MEMORANDUM

TO: Town Council

FROM: John Eldridge
Town Manager

DATE: October 1, 2015

SUBJECT: Parks and Recreation Sidewalk Tractor

Attached is an order that authorizes the Town Manager to purchase a sidewalk tractor for the Parks and Recreation Department. The adopted 2016-20 CIP recommends that the purchase of this piece of equipment be funded from general obligation bonds. We have recommended, and the Finance Committee has agreed, that a recently received refund from MainePERS totaling \$136,481 be used to fund vehicle and equipment replacement reserves. Should the Council agree with that recommendation, we would purchase from the reserves rather than from bonding. Should the Council not agree with that recommendation, we would return to the Council with a request to authorize funding with a bond ordinance.

As you may recall, there was some discussion during the CIP about the need for this piece of equipment. We believe that the equipment would make a huge difference in the department's efficiency and effectiveness in clearing sidewalks of snow. The current Parks and Recreation inventory includes a sidewalk tractor it inherited from the Public Works Department that is unreliable and should be replaced. Further, the sidewalk tractor would also replace another tractor used in other department maintenance functions.

A copy of a memo from Mr. Farrell, Parks and Recreation Director, explains how the sidewalk tractor would be utilized and the equipment it would replace.

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

**An Order Authorizing the Town Manager to Execute a Contract
for the Purchase of a Sidewalk Tractor**

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

WHEREAS, the CIP recommends annual funding for the replacement of Parks & Recreation vehicles and equipment (“Public & Recreation Vehicle Replacement Reserve”); and

WHEREAS, the CIP recommends funding a Parks and Recreation Sidewalk Tractor from general obligation bonds; and

WHEREAS, both the Town Manager and the Finance Committee are now recommending that the Sidewalk tractor be purchased from the Parks and Recreation Vehicle Replacement Reserve; and

WHEREAS, during the CIP review process the Parks and Recreation Director estimated the total cost of the Sidewalk Tractor to be \$135,000;

NOW THEREFORE, BE IT ORDERED, the Town Manager is authorized to execute, on behalf of the Town of Brunswick, a contract for the purchase of a sidewalk tractor for use in snow removal and other maintenance operations.

Proposed to Town Council: October 5, 2015

Adopted by Town Council:

Memo

To: John S. Eldridge III, Town Manager
Julie Henze, Finance Director

From: Thomas M. Farrell, Director of Parks and Recreation 

CC: Peter Baecher, Parks and Facilities Manager
Sarah St. Pierre, Financial Administrative Assistant

Date: September 30, 2015

Re: Proposed Sidewalk Tractor/Snowblower - Capital Improvement Plan Item

As you are aware, the current Capital Improvement Program (CIP) recommends the acquisition of a sidewalk tractor/snowblower in Fiscal Year 2015-2016. This piece of equipment would assist parks and recreation department personnel in the clearing of snow from approximately nine miles of sidewalks within the town during winter storm events. Many of the routes that are part of this work include clearing sidewalks in the neighborhoods surrounding Brunswick Junior High, Coffin and Harriet Beecher Stowe Schools as well as Brunswick High School and their respective adjoining neighborhoods.

Attached are specifications for this Multi-Service Vehicle (MSV) as well as detailed specs for a folding v-plow and high capacity snow blower. The price quoted for the MSV and needed attachments as updated recently is \$130,000 with anticipated trade in of a 1998 John Deere 4600 Loader which has a replacement cost of approximately \$46,000.

We previously reviewed the details associated with this recommended acquisition with the Town Council at its CIP workshop held on March 30, 2015. A summary of the information discussed that evening included the following;

The past winter presented significant challenges in getting the sidewalk snowplow routes cleared in a timely fashion. This was due to the depth of snow as well as the fact that the equipment we use is not designed for the most effective removal of snow from sidewalks. Our operators have to repeatedly perform backup maneuvers three and four times to take additional cuts at snow banks that can be cleared in a single pass with the MSV being requested. (Please see the attached video that was shared with members of the Council that demonstrates this point).

As explained previously, the department's John Deere tractors with snowblower attachments cannot efficiently clear snow when the depth exceeds 24" which is the height capacity of the unit. Our blowers are also 60" to 72" in width which is wider than what is necessary to clear the sidewalks. The blowers were originally purchased with the intent to clear parking areas and ice rinks and not sidewalks. The wide blower width also increases the amount of time it takes us to clear the sidewalks. The Multi Service Vehicle snowblower offers a 43" height capacity and a 50" width. It is unlikely that any single storm would drop in excess of 43" therefore requiring only a single pass to clear the sidewalk and not multiple passes as is currently the case with our existing equipment.

The department also has a 1995 Holder Sidewalk Snowblower that was previously obtained from our public works department that has proven unreliable since its transfer in 2011. The Holder has both electrical harness issues as well as transmission problems and the equipment has exceeded its useful life.

With the addition of the MSV we anticipate that we could decrease the time that it typically takes us to clear snow from all sidewalks along the nine mile route from three days to one day. Town labor in the form of overtime would be reduced as we could complete the route in less time with less manpower.

With the acquisition of a new MSV we plan to replace the 1998 John Deere 4600 loader which was used primarily for snow removal operations with some limited summer use. The department would accomplish the limited summer work that the 4600 typically performed with other existing tractors within our inventory. Please let me know if you have any additional questions.

Sidewalk Tractor – Parks & Rec

- Replaces 1998 John Deere 4600
- 43” height, 50” width capacity



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

PROJECT TITLE			PROJECT NO.	
Parks and Recreation Sidewalk Tractor				
DEPARTMENT		PROJECT MANAGER		DEPT. PRIORITY
Parks and Recreation Dept		Director of Parks & Rec		1
PROJECT LOCATION		TIF (Y or N)	DISTRICT	USEFUL LIFE (years)
Parks and Recreation Dept		N		10

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

This project is for a Multi-Service Vehicle (MSV) as well as a folding v-plow and high capacity snow blower that would be used by the Parks and Recreation Department in the clearing of sidewalks during winter snow removal operations. The Town's Department of Public Works is anticipating delivery of the same piece of equipment to be used for a variety of applications associated with their work including winter sidewalk snow removal.

In using the department's John Deere tractors with snowblower attachments we cannot efficiently clear snow when the depth exceeds 24" which is the height capacity of the unit. Our blowers are also 60" to 72" in width which is wider than what is necessary to clear the sidewalks. The blowers were originally purchased with the intent to clear parking areas and ice rinks and not sidewalks. The wide blower width also increases the amount of time it takes us to clear the sidewalks. The Multi Service Vehicle snowblower offers a 43" height capacity and a 50" width. It is unlikely that any single storm would drop in excess of 43" therefore requiring only a single pass to clear the sidewalk and not multiple passes as is currently the case with our existing equipment.

The quotation is from Viking Gives USA a distributor based in Lewiston, Maine.
 MB Side Walk Tractor with 115HP. Cummins Diesel, Full Time 4-wheel drive, Differential Lock, 31 gpm Load Sense Hydraulic Pump, Front Mechanical PTO, AM/FM/CD Stereo, Rear Hydraulics, Wheel Weights, Fire Extinguisher, Rear Work Lights, Winter Radials, Air Ride Seat, Air Conditioner in Cab, (not on Roof), 50" High Capacity Snow Blower, 50" Fixed V-Plow, 5lb Fire Extinguisher.

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		125,165					125,165
							-
							-
							-
TOTAL SOURCES	-	125,165	-	-	-	-	125,165
Use of Funds:	Thru 6/30/15	2015-16	2016-17	2017-18	2018-19	2019-20	TOTAL
Acquisition		125,165					125,165
							-
							-
							-
							-
							-
							-
TOTAL USES	-	125,165	-	-	-	-	125,165

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

February 2015 quote from Viking Gives (USA)

CONSISTENCY WITH PLANS AND STUDIES

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

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?

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.)

The MSV would save the Town labor in the form of overtime as we could complete the routes in less time with less manpower.

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?

The MSV would replace the 1998 John Deere 4600 loader which was previously scheduled for replacement in 2015-16 at a price of \$46,000.

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

ITEM 103

BACK UP MATERIALS



MEMORANDUM

TO: Town Council
FROM: Appointments Committee
SUBJECT: Report for October 5th Appointments
DATE: 10/1/2015

The Appointments Committee interviewed several people and are making the following nominations:

Village Review Board

Karen Topp– reappointment for a term to expire on 10/20/2018

Downtown and Outer Pleasant Street Master Plan Implementation Committee

Lori Bourgeois – appointment as Downtown Business Owner for a term to expire on 12/01/2017

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

For Office Use Only	
_____	Date App.
JUN 22 2015	Received
_____	Date App.
_____	Entered
_____	Appointed

Full Name: Karen Topp Date 6/22/15
Street Address: 58 Federal St. Home Phone # 725-0693
Cell/mobile Phone #: 504-2465 E-mail Address: ktopp@bowdoin.edu I live in Council Dist. #: 6

I wish to be considered for appointment to the:
Village Review Board
(NAME OF BOARD/COMMISSION/COMMITTEE)

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

Do you or any relative currently serve on any Town Board/Commission/Committee? No If so, please state name of Board/Commission/Committee, the number of years of service, and the relationship to this applicant:
of Years _____ Date term exp. _____ Relationship _____

Your occupation: Senior Lecturer in Physics
Employer: Bowdoin College Work Telephone #: 725-3611

List any civic organizations to which you belong:

Note any prior experience knowledge, or abilities that you have which would contribute to the activities of the board/committee/commission:
(Have served since spring '14)

Have you previously served on a Town board/commission/committee? Yes If so, please list the board/commission/committee and years of service:
Village Review Board, spring '14 to present

Karen Topp
SIGNATURE

PLEASE COMPLETE THE QUESTIONS ON THE BACK OF THIS APPLICATION.

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

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

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

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

APPLICANT - PLEASE COMPLETE THE QUESTIONS BELOW

Board/Commission/Committee Applying For: Village Review Board

Term Length: _____

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

No.

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

I am an experimental physicist, so good w/ numbers, at reading charts, plans, graphs, maps. I am reasonably handy and do minor repairs + maintenance on my 1927 land

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

I want to contribute to the town's functions and in general to the common good.

Since I live ⁱⁿ ~~and~~ ^{therefore} walk quite a bit around the village review zone, I'm interested in the character of the downtown neighborhoods

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

Yes.

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

No.

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

I may have an occasional Tues night conflict due to my choir, which has an occasional extra Tues rehearsal before concerts, but this can be flexible in

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

that I can leave VEB a bit early to show up to choir late if need be

Elin Gould

From: Fran Smith
Sent: Sunday, August 02, 2015 1:30 PM
To: Fran Smith; Elin Gould
Subject: Re: New submission from Board Application

Sent from my iPhone

On Aug 2, 2015, at 11:39 AM, "smithfm@brunswickme.org" <smithfm@brunswickme.org> wrote:

Full Name

Lori C. Bourgeois

Street Address

185 Park Row

Cell/mobile phone

207-751-3417

email address

Loricmark_Bourgeois@comcast.net

Committee/Board you are applying for

Downtown & Outer Pleasant Street Plan

Type of Memberships

Full membership

Do you or any relative currently serve on any Town Board/Committee/Commission

- No

Your occupation (include employer and work phone #)

Owner, At Last...Salon & Day Spa 373-0751

List any civic organizations to which you belong

Chair on Supervisory Committee, Midcoast Federal Credit Union

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

Supervisory committee since 2012
business owner ~5 years

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

no

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

Not at the moment, understand the info listed of what's entailed being on the committee.

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

Present member of Supervisory Committee, have been since April 2012. No formal education other than own/operate a business in Brunswick for close to 5 years.

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

I feel it's time to get more involved in the town where my business is located; to be a new voice and give new perspective and/or ideas for small businesses and to help build and develop the town for them and its residents.

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

From what I saw on the website the meetings are once a month on Tuesday evenings. If that is the case, then yes, I will be able to attend most. If there are other days and times outside of that, it might be difficult but possibly manageable.

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

Not that I can think of.

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

Here is my business website address if you would like to know more about me and my business. www.atlastsalondayspa.com

If you wish to upload your resume, you can do so here

- [resume-for-town-board-2015.docx](#)

Lori C. Bourgeois

97 River Road, Topsham, Maine 04086 – 207-751-3417 – Loricmark_Bourgeois@comcast.net

Experience

Owner/ Operator / Employee

At Last...Salon & Day Spa 185 Park Row, Brunswick, Maine

August 2010 –present

Nail Technician, Aesthetician, Massage Therapist

Service clients on daily basis plus manage 12 people and conduct all duties and responsibilities to operate a salon/day spa.

Self employed Booth Renter

Booth at Better U, 108 Farley Road, Brunswick, Maine

October 2007 – August 2010

Conducted nail services, aesthetic services and massage services on clients. Was responsible for my own business bookkeeping.

Self employed Booth Renter

Booth at Hair Matters, 10 Main Street, Topsham, Maine

June 2005 – October 2007

Conducted nail services and aesthetic services on clients. Was responsible for my own business bookkeeping.

Nail Technician

Shear Body 51 Harpswell Road, Brunswick, Maine

August 2003 – June 2005

Employed as a nail technician

Office Manager

Environmental Management Inc. 51 River Road, Brunswick, Maine

September 1990 – December 2002

Accounts payable, receivables, managed numerous employees, scheduling, writing reports, plus all other office type work.

Education

Central Maine School of Massage

Lewiston, Maine

2007-2008 Massage therapy program – 500 hours

Capilo Institute of Hair, Skin & Nails

Augusta, Maine

2003 – 2004 Nail Technician Training 200 hours and Aesthetic Training 600 hours

Hamden High School

Hamden, Connecticut

Graduated 4 year high school

References

References are available on request.

ITEM 104

BACK UP MATERIALS

This item was added to the
agenda at the meeting

**TOWN OF BRUNSWICK, MAINE
TOWN COUNCIL**

**An Order Authorizing the Town Manager to Execute a Memorandum of Agreement with the Mid
Coast Regional Redevelopment Authority to Settle Litigation**

WHEREAS, the Mid Coast Regional Redevelopment Authority (“MRRA”) is a public municipal corporation created by the Maine legislature for the purpose of assisting with the successful redevelopment of the properties located within the boundaries of the former Brunswick Naval Air Station (“BNAS”); and

WHEREAS, The Town of Brunswick designated two tax increment financing (“TIF”) districts to assist with the redevelopment of BNAS: (1) the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District (the “Executive Airport District”); and (2) the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”) (and collectively the “TIF Districts”), in March 2013, and the State of Maine Department of Economic and Community Development (“DECD”) issued conditional approval of the TIF Districts on March 29, 2013; and

WHEREAS, the Town adopted a Development Program for both TIF Districts in July 2013, and DECD granted full approval of the two TIF Districts and the Development Programs for both TIF Districts on October 24, 2013; and

WHEREAS, MRRA has appealed the Town of Brunswick Assessor’s determination that certain MRRA properties are not exempt from property taxation; and

WHEREAS, MRRA has filed a civil action against the Town now pending in the Cumberland County Superior Court, Docket NO. CV-2014-201 (“pending action”); and

WHEREAS, MRRA and the Town wish to avoid litigation; and

WHEREAS, as a resolution to the pending action, the MRRA and the Town have a negotiated a Memorandum of Agreement attached to this order as Exhibit A (“MOA”); and

NOW THEREFORE, BE IT ORDERED, the Town Manager is authorized to execute the MOA on behalf of the Town of Brunswick.

Proposed to Town Council: October 5, 2015
Adopted by Town Council: October 5, 2015

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT is made as of the ____ day of October 2015 between Midcoast Regional Redevelopment Authority (“MRRA”), a public municipal corporation, with principal place of business of 15 Terminal Road, Suite 200, Brunswick, ME 04011 and the Town of Brunswick, a municipal corporation located in Brunswick, County of Cumberland and State of Maine, with offices at 85 Union Street, Brunswick, Maine 04011 (hereinafter “the Town”).

RECITALS

WHEREAS, MRRA is a public municipal corporation created by the Maine legislature for the purpose of assisting with the successful redevelopment of the properties located within the boundaries of the former Brunswick Naval Air Station (“BNAS”); and

WHEREAS, The Town of Brunswick designated two tax increment financing (“TIF”) districts to assist with the redevelopment of BNAS: (1) the 146-acre Brunswick Executive Airport II Municipal Development and Tax Increment Financing District (the “Executive Airport District”) and (2) the 542-acre Brunswick Landing II Municipal Development and Tax Increment Financing District (the “Brunswick Landing District”) (collectively the “TIF Districts”) in March 2013, and the State of Maine Department of Economic and Community Development (“DECD”) issued conditional approval of the TIF Districts on March 29, 2013; and

WHEREAS, the Town adopted a Development Program for both TIF Districts in July 2013 and DECD granted full approval of the two TIF Districts and the Development Programs for both TIF Districts on October 24, 2013; and

WHEREAS, the two Development Programs set aside up to fifty percent (50%) of tax increment financing revenues (“TIF Revenues”) for possible sharing with MRRA, and/or

individual developers within the TIF Districts and set a total aggregate reimbursement cap to MRRA of \$12 million; and

WHEREAS, a portion of the TIF Revenues are sought by MRRA to support new infrastructure investment or reinvestment in repair or replacement of existing infrastructure and related physical improvements necessary to maintain the property and attract business within the former BNAS; and

WHEREAS, MRRA has leased a portion of the property (“subject property”) to Kestrel Aircraft Company, Inc. (“Kestrel”); and

WHEREAS, a dispute has arisen as to whether MRRA is entitled to the aeronautical tax exemption pursuant to 36 M.R.S. § 651(1)(F); and

WHEREAS, MRRA has filed a civil action against the Town now pending in the Cumberland County Superior Court, Docket NO. CV-2014-201 (“pending action”); and

WHEREAS, MRRA and the Town wish to avoid litigation; and

WHEREAS, as a resolution to the pending action, the parties to this Agreement intend to have the Town Council amend the Development Programs to allow for an allocation of TIF Revenues that is different from that which is currently set forth in the Development Programs and intend to negotiate and enter into a credit enhancement agreement between the Town and MRRA (the “CEA”) to memorialize the new allocation of TIF Revenues; and

WHEREAS, the parties understand and acknowledge that any future amendments to the Development Programs will require approval of the Brunswick Town Council and the approval of DECD pursuant to 30-A M.R.S.A. § 5226(5) and the parties further acknowledge that the CEA will need approval of the Brunswick Town Council.

AGREEMENT

NOW, THEREFORE, the Parties to this Agreement agree to the following:

1. MRRA acknowledges that the Town and the Town's assessor or agents shall be responsible for the interpretation and application of any aeronautical property tax exemption specified in Title 36 MRSA § 651 (the "exemption"). MRRA agrees that MRRA and its assigns and successors shall not challenge or appeal the Town's interpretation and application of the exemption, and further agrees that all future leases of property in the Executive Airport District shall include language substantially to the effect that: MRRA and not Lessee is the taxpayer; MRRA has sole decision-making authority regarding real estate taxes for the property, including deciding whether to apply for any possible tax exemptions or tax abatements; and that Lessee agrees that Lessee will not claim third-party status as the taxpayer, will not challenge the tax treatment of the property in any way, including applying for a tax exemption or tax abatement; and Lessee agrees that any violation of these tax-related provisions will be deemed a default under the Lease.
2. Should subsequent legislative action or judicial interpretation result in the Town changing its interpretation and application of the aeronautical property tax exemption causing the values of Hangars 4, 5, and 6 to become tax exempt, MRRA agrees that the aggregate TIF Revenues reimbursement cap specified in the CEA shall be reduced to correspond to the dollar amount of the property tax exemption.
3. Upon each payment of property taxes paid on the real property located inside the TIF Districts, the Town will deposit into the development program fund described in the Development Programs for the TIF Districts (the "Development Program

Fund”) the entirety of the property tax payments constituting TIF Revenues. The Development Program Fund contains a Project Cost Account that has subaccounts for the Town and for Base Redevelopment. The Base Redevelopment subaccount of the Project Cost Account is to be used to fund payments to MRRA and/or individual developers within the Districts.

4. From the Development Program Fund, the Town will deposit equal amounts into the subaccounts of the Project Cost Account, using the following method.

a. Base Redevelopment subaccount:

- i. one hundred percent (100%) of the TIF Revenues generated by “aeronautical business” (as defined herein) tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit A) in the Executive Airport District, and
- ii. fifty percent (50%) of the TIF Revenues generated by all other tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively, as further shown on Exhibit A), and all other properties within the Executive Airport District, and
- iii. twenty-five percent (25%) of the TIF Revenues generated by the Brunswick Landing District.
- iv. an amount, to be determined and only if needed, of the TIF Revenues generated by the TIF Districts, to equalize the annual amount in the Base Redevelopment subaccount to fifty percent (50%) of the total annual TIF Revenues from both TIF Districts.

b. Town subaccount:

- i. fifty percent (50%) of the TIF Revenues generated by all other tenants within Hangars 4, 5 and 6 (parcels 040-250, 040-005 and 040-006 respectively), and all other properties within the Executive Airport District, and
 - ii. seventy-five percent (75%) of the TIF Revenues generated by the Brunswick Landing District.
 - iii. an amount, to be determined and only if needed, of the TIF Revenues generated by the TIF Districts, to equalize the annual amount in the Town subaccount to fifty percent (50%) of the total annual TIF Revenues from both TIF Districts.
 - c. Periodically, any TIF Revenues that remain deposited in the Base Redevelopment subaccount of the Project Cost account that are not allocated to either MRRA or a developer will revert back to the Town's subaccount of the Project Cost Account.
5. For the purpose of this Agreement, "aeronautical business" means the act, practice of, or instruction in the art and science of transportation by aircraft, and operation, construction, repair or maintenance of aircraft, airports and air navigation facilities.

Such uses shall include:

Air carrier. "Air carrier" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and is certificated under Federal Air Regulations.

Air commerce. "Air commerce" means the carriage by aircraft of persons or property for compensation or hire, when that carriage is a major enterprise for profit and not merely incidental to a person's other business.

Aircraft Construction. "Aircraft construction" means the design, construction, manufacturing or assembly of aircraft that would require the presence of an airfield

as an integral part of its business operation for the design, testing, sale or distribution of aircraft.

Aircraft dealer. "Aircraft dealer" means any person engaged in the sale or purchase or manufacture of new or used aircraft.

Air navigation facility. "Air navigation facility" means any facility used in, available for use in, or designed for use in aid of air navigation, including airports, lights, any apparatus or equipment for disseminating weather information, for signaling, for radio-directional finding, or for radio or other electrical communication, and any other structure or mechanism having a similar purpose for guiding or controlling flight in the air or the landing and takeoff of aircraft.

Air taxi. "Air taxi" means a person who undertakes, whether directly or indirectly or by lease or other arrangement, to engage in air commerce and who possesses an Air Taxi Commercial Operators Certificate issued by the Federal Aviation Administration under 14 Code of Federal Regulations, Part 135.

Aviation Fueling Facilities. "Aviation Fueling Facilities" means entities that provide aircraft fueling services.

Basing aircraft. "Basing aircraft" means storing, parking, tying down or mooring aircraft in Maine for more than 30 consecutive calendar days.

Maintenance, Overhaul or Repair (MRO) "MRO" means any business or entity involved in the maintenance, overhaul or repair of aircraft, aircraft components and aircraft completions.

6. The Town will amend the Development Programs for the Executive Airport District and the Brunswick Landing District to reflect the terms set forth in this Agreement.
7. The Town will further amend the Development Programs for the Executive Airport District and the Brunswick Landing District to establish the aggregate cap on potential TIF Revenues to be available (not guaranteed) to MRRA over the life of the TIF Districts as a total of \$15 million. This cap on potential TIF Revenues to be available (not guaranteed) to MRRA is subject to change as specified in item #2 of this Agreement.

8. The Town will include in the CEA: (a) a provision setting forth the mechanism through which MRRA will apply for TIF Revenues; and (b) the procedures governing the Town's payment of TIF Revenues to MRRA when such payments have been approved by the Town.
9. The Town agrees that once the amended Development Programs have received final approval from DECD, any and all TIF Revenues collected by the Town from the TIF Districts since July 1, 2013 shall be allocated between the subaccounts of the Project Cost Account as set forth in the amended Development Programs. It is the Town's intent that the provisions of the amended Development Programs will be consistent with the terms of this Agreement.
10. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the parties set forth in this Agreement, including but not limited to the obligation to allocate TIF Revenues to the Base Redevelopment subaccount and to make such TIF Revenues available to MRRA, are conditioned on both amended Development Programs receiving full and final approval by DECD, and further conditioned on the Town and MRRA negotiating and executing a CEA that is consistent with the terms of the amended Development Programs.
11. Upon execution of this Agreement, MRRA and Town will file a joint motion to stay proceedings in the pending action for 120 days with the Cumberland County Superior Court in a similar form to the document attached as Exhibit B.
12. Upon the approval and adoption of a CEA between Town and MRRA and upon final approval of amendments to the Development Program by DECD, all terms

and conditions described in this Agreement shall be superseded and integrated into the CEA.

13. At such time as the CEA and the amendments to the Development Programs are approved by the Brunswick Town Council and the DECD, respectively, MRRA shall file a motion to dismiss the lawsuit with prejudice and without costs.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed effective on the date indicated above, and certifies that the execution and delivery of this Agreement has been duly authorized by all necessary action.

TOWN OF BRUNSWICK

John Eldridge
Town Manager

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY

Steven Levesque
Executive Director