

TOWN OF KENNEBUNKPORT, MAINE

Board of Selectmen Agenda August 13, 2020 @ 6:00 PM VIRTUAL MEETING (VIA ZOOM)

This meeting will be conducted through the electronic platform Zoom.

ZOOM MEETING/WEBINAR INSTRUCTIONS

Ways to join the webinar:

- **Connecting by computer or mobile device**, go to <https://zoom.us/j/98285157963>

You may be required to download the Zoom app in order to connect. This is free, and easy to use. Make sure to log in a few minutes early to ensure you can connect.

- **Connecting by phone (Use phone number depending on location)**
+1 929 205 6099 US or +1 312 626 6799 US or +1 669-900-6833 US
International numbers available:

You will be asked to enter the Webinar ID number followed by the # sign.

Webinar ID: 982 8515 7963

NOTE: During the meeting, only the Selectmen and Town Manager will be on screen with audio connected. All other participants will be blacked out and audio muted except when the Board solicits public input.

PUBLIC COMMENTS: If you wish to speak on an agenda item and you are:

- **Joining via your computer or cell phone**
 - Please use the "raise your hand" feature by clicking "participants" (computer). The host will be notified and will identify you when it is your turn to comment.
- **Joining via landline phone:**
 - The following commands can be entered using your phone's dial pad while in a Zoom meeting. The host will be notified and will identify you when it is your turn to comment.
 - *6 - Toggle mute/unmute
 - *9 - Raise Hand

Written Public Comments: With the shift to remote meetings, we are encouraging written public comments in place of in-person participation. Written public comments must be e-mailed to Town Manager Laurie Smith at LSmith@kennebunkportme.gov, or mailed to Public Comment, Town Manager Office, P.O. Box 566, Kennebunkport, Maine 04046, or dropped in the Town Office "drop box" and must be received by 2 hours prior to the start of a meeting on the date of the Board of Selectmen meeting. These comments will become a part of the permanent record of the meetings. If e-mailing, please note "Public Comment" and the meeting date in the Subject field. *This method is subject to change. Any updates will be communicated.

1. Call to Order.
2. Approve the July 23, 2020, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.).
4. Public hearing on the proposed amendment to the Kennebunkport Traffic and Parking Control Ordinance in Section 2. Parking Control Regulations, 27 Ocean Avenue. (The amendment would limit parking to 2 hours)
5. Review ordinances for November 3, 2020, ballot.
 - a. Codification of ordinances for November 3, 2020, ballot.
 - b. Emergency Management Ordinance.
 - c. Land Use Ordinance amendment regarding tents.
6. Award contract for Wastewater Department emergency generator upgrade electrical work.
7. Consider giving the Town Manager authority to sign both the CMP Bill of Sale and the CMP Street Light Agreement.
8. Consider carryforwards from FY2020.
9. Discuss short-term rental regulations.
10. Reappointments to the Cape Porpoise Pier Advisory Committee and the Shellfish Conservation Committee.
11. Permission for use of Dock Square Parking Lot in September and October.
12. Discussion of business tent and outdoor dining for September and October.
13. Accept donations to the Stuart Barwise Parks and Recreation Fund.
 - a. Ed & Christina Hutchins - \$100
 - b. Pat & Ann Marie Briggs - \$250
 - c. Marcy McAleer - \$75
 - d. Steve & Carol Cook - \$50
 - e. Jean & Helen Conaty - \$100
 - f. Barbara O'Hara - \$25

- g. Judith J. Uhrig - \$50
- h. Chelmsford Class of 1984 - \$600

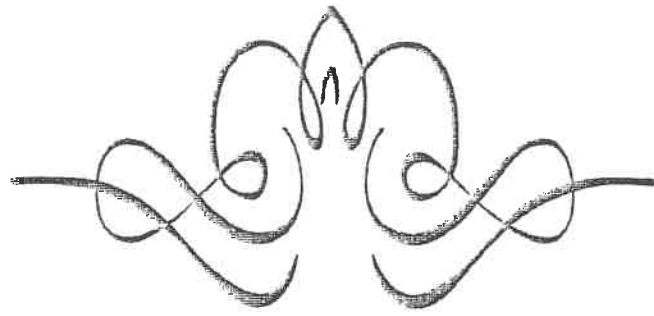
14. Accept \$25 donation in memory of Arnold Cluff to the nurses' general account from Kenneth and Janice Hutchins and Kathleen Anuszewski.

15. Other Business.

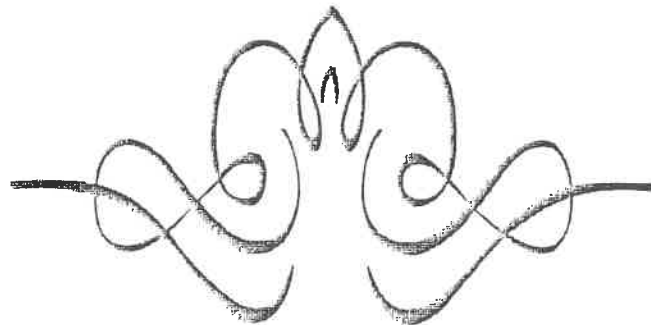
- a. Vote for MMA Vice-President and Executive Committee members.
- b. Good-bye Drive-by to Barbara and Stan Barwise August 20, 10:30 AM to noon.

16. Approve the August 13, 2020, Treasurer's Warrant.

17. Adjournment.



Agenda Item Divider



**Town of Kennebunkport
Board of Selectmen Meeting VIA Zoom
July 23, 2020
6:00 PM**

Minutes of the Selectmen's Meeting of July 23, 2020

Selectmen attending via Zoom: Patrick A. Briggs, Allen A. Daggett, Ed Hutchins, Sheila Mathews-Bull, and D. Michael Weston.

Others attending via Zoom: David James, Arlene McMurray, Bob Metcalf, Dave Powell, Laurie Smith, and others

1. Call to Order.

Chair Daggett called the meeting to order at 6:00 PM. He took **roll call** of Selectmen present: Patrick Briggs, Allen Daggett, Sheila Matthews-Bull, Ed Hutchins, and D. Michael Weston.

2. Approve the July 9, and 18, 2020, selectmen meeting minutes.

Motion by Selectman Weston, seconded by Selectman Matthews-Bull, to approve the July 9, and 18, 2020, selectmen meeting minutes. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

3. Review of final report from the Village Parcel Committee.

Bob Metcalf summarized the Village Parcel Committee report. A nine-member steering committee was appointed, and they had over 20 meetings. The whole process took 12 months. They did a site inventory and analysis, checked zoning, had input from 17 stakeholders, had public visioning meetings to discuss neighborhood character, and open space. They did a municipal needs assessment. Their three priorities were: preservation of open space for conservation and recreation; reserving land for future use; and limited, near-term municipal uses.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to accept the Village Parcel Committee Report. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

Discussion followed:

- To move forward on items that will not cost money such as zoning.
- Funds were approved at Town Meeting to clean up both entrances.
- Clean up the trails.
- Have the Village Parcel Committee stay involved so it does not lose momentum.

- Keep the same members of the Village Parcel Committee since they share the same vision.
- When the Selectmen discuss the next steps, the Village Parcel Committee should be involved.
- Some Village Parcel Committee members might want to be involved in zoning.

The Board would like time to think about the next steps and discuss this with the Village Parcel Committee to see who would like to stay involved. It will be on the August 27 agenda. Town Manager Laurie Smith will work with the Public Works to come up with a strategy for cleanup.

4. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.).

David James said not being allowed to have the trash out earlier than 4 PM the day before trash collection does not work in the winter because it gets dark early. He asked the Board to consider changing the time to 3 PM the day before.

Ms. Smith said the Board can change the regulations, not ordinances. She said she received complaints about renters who left their trash out too early.

Motion by Selectman Hutchins, seconded by Selectman Weston, to change the **Solid Waste Rules and Regulations section 9.2** to: Any person or business putting waste out for curbside collection earlier than 3:00 PM the day prior to scheduled collection or failing to remove their containers from curbside within 24 hours of pick up shall be subject to a fine imposed by the Board of Selectman as stated in the Solid Waste Ordinance, Article VI, 6.1 (Fines and Penalties). **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

5. Authorize the 2020 tax commitment.

The 2020 tax commitment presented to the Board was for \$9.45 per \$1,000 of property valuation. This is the same tax commitment as last year. This will provide a \$114, 638 overlay.

Motion by Selectman Hutchins, seconded by Selectman Weston, to set the mill rate at \$9.45 per thousand with a \$114,638 overlay. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

6. Appoint Boards/Committees.

Motion by Selectman Matthews-Bull, seconded by Selectman Briggs, to reappoint to the:

- **Administrative Code Committee** for one-year terms: Wayne Adams, Richard Smith, April Dufoe, and D. Michael Weston;

- **Board of Assessment Review** for a 3-year term Jean Conaty as a full member;
- **Cemetery Committee** for one-year terms: Ruth Fernandez, Lynda Bryan, Greg Pargellis, Ann Sanders, and Rita Schlegel;
- **Government Wharf Committee** for one-year terms: Jeff Davis, Ron Francoeur, Tom Mansfield, Chris Welch, and Andrew Welch;
- **Growth Planning Committee** for three-year terms: James Fitzgerald and move Janet Powell to full member;
- **Kennebunk River Committee** for a three-year term: Mark Sutton;
- **Lighting Committee** for three-year terms: Robert Fairbanks, Jim Stockman;
- **Planning Board** for three-year terms: D. Scott Mahoney, Nina Pearlmuter, and alternate John Harcourt;
- **Public Safety Committee** for one-term terms: Jay Everett, Mike Claus, Craig Sanford, Joseph Carroll;
- **Recreation Committee** for one-year terms: Robert Convery, Kristen Garvin, Adam Hartwig, Debra Lennon, and Susan Streiff;
- **Sewer Advisory Committee** for one-year terms: Bob Convery and Joseph Martin Mead;
- **Senior Advisory Committee** for one-year terms: Bill Leffler, Susan Boak, Amy Francis, George Acker, Ken Olson, and Beverley Soule;
- **Shade Tree Committee** for one-year terms: Sarah O'Sullivan, John Ripton, Nina Pearlmuter, Stephen Powell, and Robert Mills;
- **Zoning Board of Appeals** for three-year terms: Karen Schlegel and James Fitzgerald;

and appoint to the **Conservation Commission** for a three-year term, new member Jennifer Comeau. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

The Board will reappoint members to the Shellfish Conservation Committee and Cape Porpoise Pier Advisory Committee at the next meeting.

7. Appoint Selectmen Representatives.

Committees	July 2020
Cape Porpoise Pier Committee	Edward W. Hutchins
Goose Rocks Beach Advisory	D. Michael Weston
Government Wharf	Allen A. Daggett
Graves Library Board	Edward W. Hutchins
Investment Committee	Allen A. Daggett, Patrick Briggs
K.E.M.S.	Patrick A. Briggs
Public Safety Committee	Patrick A. Briggs
S.M.R.P.C.	Sheila Matthews-Bull
Growth Planning Committee	Allen A. Daggett
Planning Board	Patrick A. Briggs
Shade Tree Committee	Sheila Matthews-Bull
Zoning Board of Appeals	Sheila Matthews-Bull

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to appoint Selectmen Representatives to Boards/Committees shown above. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

8. Accept the \$25 donation in memory of Arnold Cluff to the nurses' general account

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to accept the \$25 donation in memory of Arnold Cluff to the nurses' general account from Lynda Bryan. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

9. Accept \$3,775 in donations to the Stuart Barwise Parks and Recreation Scholarship Fund.

Stan and Barbara Barwise	\$1,000
Bill & Penny Cox	100
Joan Marshall	100
Ruth Fernandez	50
The Tang Fund, c/o Tancura, LLC	500
Dr. Jane & Bill Starr	200
Brad & Carolyn Morse	25
Ellen & Quincy Moy	25

Carol Boyd	25
Cape Arundel Golf Club	500
Peter & Gretchen Graham	50
Bram & Janet Starr	200
Wayne Fessenden	100
Gerard & Dorothy Haviland	50
Luverne Preble	50
Enchantment Group Management Co., LLC	500
Mary Jane Grant	100
Nancy Jandro	100
Dan & Sarah Beard	75
Wayne & Paulette Burbank	25

Chair Daggett said people can still donate to this Scholarship Fund.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to accept the \$3,775 in donations to the Stuart Barwise Parks and Recreation Scholarship Fund with much appreciation. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

10. Other Business.

a. Sign the Assessors Return for county taxes.

Motion by Selectman Weston, seconded by Selectman Hutchins, to sign the Assessors Return for county taxes. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

b. Vote for member of the MMA Legislative Policy Committee.

Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to vote for Town Manager Laurie Smith for membership on the MMA's Legislative Policy Committee. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

c. Tax Club Information.

Ms. Smith explained that the Town voted for implementation of a Tax Club. It's offering the opportunity for taxpayers another option instead of having to pay their real estate taxes in one lump sum. It is similar to a Christmas Club in which they enter into an agreement to allow them to budget their real estate obligation over a 10-month period from August 2020 through May 2021. Interest will not accrue if the taxpayer is current with their monthly payments.

11. Approve the July 23, 2020, Treasurer's Warrant.

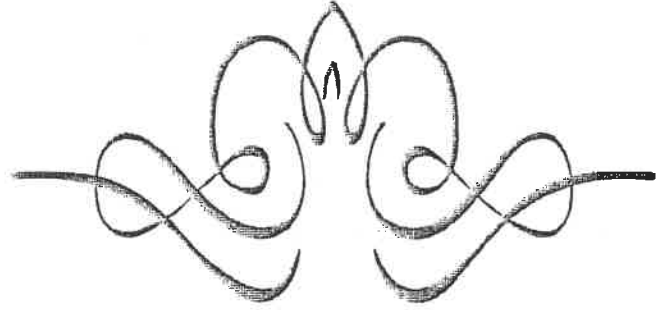
Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to approve the July 23, 2020, Treasurer's Warrant. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

12. Adjournment.

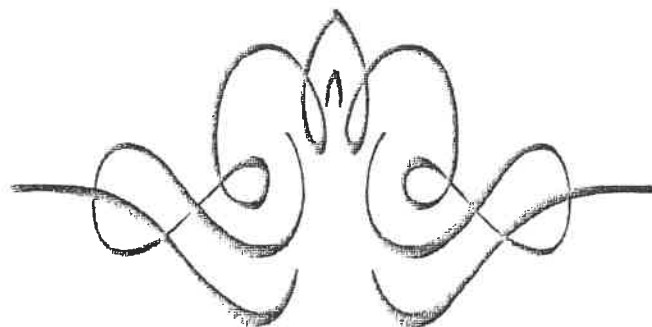
Motion by Selectman Hutchins, seconded by Selectman Matthews-Bull, to adjourn. **Roll Call Vote:** Briggs, Hutchins, Daggett, Matthews-Bull, and Weston. **Voted:** 5-0. **Motion passed.**

The meeting adjourned at 6:49 PM.

Submitted by Arlene McMurray
Administrative Assistant



Agenda Item Divider



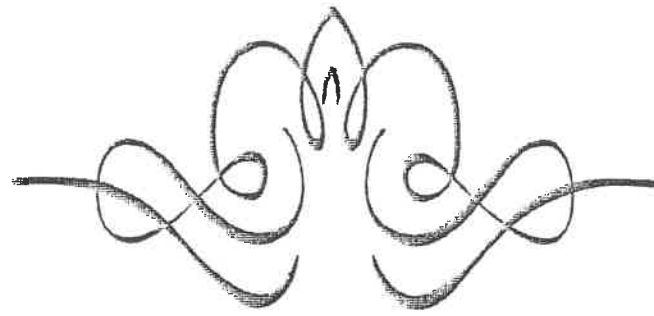
4

**Town of Kennebunkport
Public Hearing on
Proposed Amendment to the
Traffic and Parking Control Ordinance**

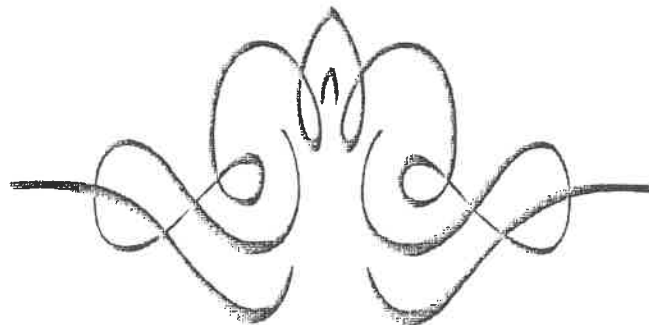
The Town of Kennebunkport Board of Selectmen will conduct a public hearing on the following proposed amendment to the Kennebunkport Traffic and Parking Control Ordinance in **Section 2. Parking Control Regulations, 27 Ocean Avenue:**

To authorize parking from the Fairfield Creek Bridget to Josiah Curtis Lane on the westerly side of Ocean Avenue and restricting it to two hours from Memorial Day weekend to Labor Day each year.

The hearing will be held on August 13, at 6:00 p.m. via Zoom. A complete copy of the proposed ordinance amendments is available at the office of the Town Clerk, 6 Elm Street, Kennebunkport



Agenda Item Divider



59

**TOWN OF KENNEBUNKPORT
YORK COUNTY, MAINE**

ORD. NO. _____

AN ORDINANCE ~~TO REVISE AND CODIFY~~ ~~ADOPTING A REVISION AND~~
~~CODIFICATION OF~~ THE [LBR1] ORDINANCES OF THE TOWN OF
KENNEBUNKPORT, MAINE

Be it enacted and ordained by the Town of Kennebunkport at Town Meeting duly assembled:

§ 1-1. Code adopted; existing ordinances continued.

Pursuant to 30-A M.R.S.A. § 3004, the ordinances of the Town of Kennebunkport of a general and permanent nature adopted by the Town Meeting of the Town of Kennebunkport, as revised and codified and consisting of Chapters 1 through 290, are hereby approved, adopted, ordained and enacted as the Code of the Town of Kennebunkport, hereinafter referred to as the "Code." The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments.

§ 1-2. Code on file; additions and amendments.

- A. A copy of the Code has been filed in the office of the Town Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance. Following adoption of this ordinance such copy shall remain on file in the office of the Town Clerk, to be made available to persons desiring to examine the same during all times while said Code is in effect.
- B. Additions or amendments to the Code, when adopted in such form as to indicate the intent of the governing body to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Town of Kennebunkport" shall be understood and intended to include such additions and amendments.

§ 1-3. Notice; publication.

The Clerk of the Town of Kennebunkport shall cause notice of the passage of this ordinance to be given in the manner required by law. The notice of passage of this ordinance coupled with the filing of the Code in the office of the Town Clerk as provided in § 1-2 shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-4. Severability.

Each section of this ordinance and of the Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-5. Repealer.

- A. Ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Town of Kennebunkport which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. The following ordinances are specifically repealed: an ordinance adopted March 6, 1972, relating to lobster buoys in Cape Porpoise Harbor and an ordinance adopted June 15, 1976, relating to panhandling.

§ 1-6. Enactments saved from repeal; matters not affected.

The repeal of ordinances provided for in § 1-5 of this ordinance shall not affect the following classes of ordinances, rights and obligations, which are hereby expressly saved from repeal:

- A. Any right or liability established, accrued or incurred under any legislative provision of the Town of Kennebunkport prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- B. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision of the Town of Kennebunkport or any penalty, punishment or forfeiture which may result therefrom.

- C. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance brought pursuant to any legislative provision of the Town of Kennebunkport.
- D. Any agreement entered into or any franchise, license, right, easement or privilege heretofore granted or conferred by the Town of Kennebunkport.
- E. Any ordinance of the Town of Kennebunkport providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place within the Town of Kennebunkport or any portion thereof.
- F. Any ordinance of the Town of Kennebunkport appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond of the Town of Kennebunkport or other instruments or evidence of the Town's indebtedness.
- G. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract or obligation.
- H. The levy or imposition of taxes, special assessments or charges.
- I. The annexation or dedication of property or approval of preliminary or final subdivision plans.
- J. Any ordinances relating to salaries and compensation for municipal employees.
- K. Personnel policies of the Town.
- L. Any ordinance adopting or amending a comprehensive plan.
- M. Any ordinance adopting or amended a zoning map or otherwise rezoning property.
- N. The General Assistance Ordinance and all amendments thereto.
- O. Any ordinances adopted subsequent to June 11, 2019^[LBR2].

§ 1-7. Changes in previously adopted ordinances.

- A. In preparing the revision and codification of the ordinances pursuant to 30-A M.R.S.A. § 3004, certain minor grammatical and nonsubstantive changes were made in one or more of said ordinances. It is the intention of the governing body that all such changes be adopted as part of the Code as if the ordinances so changed had been formally amended to read as such.
- B. In addition, the changes, amendments or revisions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)

§ 1-8. Titles and headings; editor's notes.

- A. Chapter and article titles, headings and titles of sections and other divisions of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-9. Altering or tampering with Code; violations and penalties.

It shall be unlawful for anyone to change, alter or tamper with the Code in any manner which will cause the laws of the Town of Kennebunkport to be misrepresented thereby. Anyone violating this section shall be subject, upon conviction, to a fine of not more than \$100 for the first offense, \$250 for the second offense and \$500 for the third and subsequent offenses [LBR3].

§ 1-10. When effective.

This ordinance shall take effect immediately upon final passage and publication as provided by law.

**Town of Kennebunkport
Code Adoption Ordinance**

Schedule A

Specific Revisions to Language in Effect at Time of Adoption of Code

Nomenclature.

- A. The following nomenclature changes are made:
- (1) "Chairman" and "Chairperson" are changed to "Chair."
 - (2) "Appeals Board," "Board of Zoning Appeals," and "Board of Appeals" are changed to "Zoning Board of Appeals."
 - (3) "Road Commissioner" and "Highway Superintendent" ("Superintendent of Highways") are changed to "Director of Public Works."
 - (4) References to Tax Assessor (singular) are changed to Tax Assessors.
- B. In Chapter 127, instances of "Shellfish Conservation Warden" and "Clam Warden" are changed to "Shellfish Warden."
- C. Chapter 140 is amended to change instances of "commercial mass gathering" to "commercial gathering" and to change "noncommercial mass gathering" to "noncommercial gathering."
- D. Chapter 147, Streets and Sidewalks, Article II, Street Openings, is amended to change "Highway Director" to "Director of Public Works."
- E. Chapter 147, Streets and Sidewalks, Article III, Right-of-Way and Road Infringement, is amended to change "Highway Department" to "Public Works Department."
- F. Chapter 219 is amended to change instances of Federal Insurance Administration to Federal Insurance and Mitigation Administration.
- G. Chapters 219, 240 and 290 are amended to change instances referring to registered professional engineers to licensed professional engineers.
- H. Chapter 240 is amended to change instances of:
- (1) "Maine Department of Agriculture" to "Department of Agriculture, Conservation and Forestry."

- (2) "State Soil and Water Conservation Commission" to "Department of Agriculture, Conservation and Forestry."
- (3) "Department of Human Services" to "Department of Health and Human Services."

Fees.

The following sections are amended to delete the fee amount and instead state that the fee is as set by the Board of Selectmen: §§ 160-22C(2)(a), 160-24C(2), 160-25C(2), 183-20B, 183-32A, 183-35A(1)(a), 183-76B.

Chapter 5, Administrative Code.

- A. Section 5-8 is amended to add the following to the list of appointed officers:
Deputy Health Officer
Public Access Officer
- B. Section 5-10A is amended to change the phrase "consisting of one or more persons" to "consisting of a minimum of five members and a maximum of seven members."
- C. Section 5-25A is amended to change "Sewer Department Supervisor" to "Deputy Director of Public Works."
- D. Section 5-43 is amended as follows:
A notification of any Annual or Special Town Meeting shall ~~be sent to all box holders of the Town of Kennebunkport and shall also occur~~ by the following methods: by posting the warrant ~~the warrant at five conspicuous places in the Town~~ at Town Hall, by posting on the Town website, by advertisement in a newspaper...

Chapter 9, Alarm Systems.

Article I, False Alarms.

Section 9-7E is amended as follows:

"Within the ten-day period, the user may appeal the imposition of the ~~false alarm fee~~ civil penalty to the Chief of Police or designee, in the case of a police related alarm, or the Fire Chief or designee, in the case of a fire alarm, who may abate or reduce the ~~fee~~ penalty upon good cause shown."

Chapter 16, Animals.

Article II, Animal Control.

- A. In § 16-3, in the definition of "responsible party," "a dog" is changed to "an animal."
- B. Section 16-4F is amended as follows:

"An owner or responsible party, except a person with a disability using a service dog, must remove and dispose of any feces left by his/her animal..."

Chapter 24, Beaches.

Article II, Use of Goose Rocks Beach.

Section 24-8A is amended as follows:

"...recorded in the York County Registry of Deeds in Book _____, Page _____..."

Chapter 46, Fires and Fire Prevention.

Article I, Life Safety Code.

Section 46-1 is amended to change "most recent edition" to "edition accepted by the State Fire Marshal."

Chapter 49, Fireworks.

Section 49-3 is amended to delete "or by the Town of Kennebunkport" from the end thereof.

Chapter 61, Harbor and Waterfront.

Article II, Waterfront.

This article is amended to add the following section:

§ 61-18. Lobster Buoys in Cape Porpoise Harbor.

- A. *Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in this section shall be as follows:*

BUOY — Any type of device which floats on the surface of the water or within three feet of the surface of the water at mean low tide, used for marking the locations of lobster traps.

CAPE PORPOISE HARBOR — The harbor at Cape Porpoise Village, Kennebunkport, Maine.

SET — To place, put, fix or otherwise cause to exist.

- B. *Prohibited acts. It shall be unlawful for any lobster buoys to be set within the area of Cape Porpoise Harbor, defined as follows: a navigation fairway, 75 feet wide, located on the east (Goat Island) side of the harbor entrance, extending from the bell buoy R "2" marking the ocean entrance to the harbor on a compass course NW by N (approximately 330° magnetic) passing hard by red nun number 4 and red day board number 6 marking Folly Island ledge, into red nun number 8, making the outer limit of the anchorage as further defined on Chart No. 13286, attached to this article on file with the Town Clerk. PLEASE REMOVE THIS SECTION ENTIRELY.*

Chapter 105, Peace and Good Order.

Article I, Electronically Amplified Sound.

Section 105-2 is added:

§ 105-2. Violations and penalties.

Violations of this article shall be subject to a penalty of \$100 per day offense.

Chapter 110, Property Assessed Clean Energy.

In § 110-4, the definition of "renewable energy installation" is amended as follows:

RENEWABLE ENERGY INSTALLATION -- A fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, including but not limited to masonry stoves and wood pellet systems, landfill gas to energy systems, geothermal systems, wind systems, ~~wood pellet systems~~ and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.

Chapter 127, Shellfish Conservation.

- A. Section 127-4 is amended to repeal the definition of "Shellfish Conservation Warden."
- B. Section 127-5D(4) is amended as follows:
The Town Clerk shall issue licenses to residents and nonresidents as allocated [Subsection D(1)] from ~~January 1~~ mid-April and until ~~March 31~~ June 30, after which licenses shall be issued without regard to residency on a first-come, first-served basis ~~or by lottery~~.
- C. Section 127-6G is amended to change "Marine Resource Committee" to "Shellfish Conservation Committee."

Chapter 140, Special Events and Mass Gatherings.

Section 140-3B(1) and (2) is amended to delete the fee amount and instead state that the fee is as set by the Board of Selectmen[LBR4].

Chapter 147, Streets and Sidewalks.

Article I, Business on Public Streets.

Section 147-3 is amended to change "The fee shall be \$50 per license" to "The municipal officers shall annually set the amount of the permit fee[LBR5]."

Article II, Street Openings.

- A. Section 147-13 is amended to repeal the definition of "Highway Director."
- B. Section 147-13 is amended to add the following definition:
NEWLY CONSTRUCTED, RECONSTRUCTED OR REPAVED STREETS -- Any street that has been newly constructed, reconstructed or repaved within the last five years.

C. Section 147-16C is amended to delete the fee amount and instead state that the fee is as set by the Board of Selectmen[LBR6].

D. Section 147-21 is added:

§ 147-21. Excavations in reconstructed streets.

Whenever the Town has developed plans to reconstruct a street, the Town or its representative shall give written notice thereof to all abutting property owners, to the Town departments, and to all public utilities that have or may wish to lay pipes, wires or other facilities in or under the highway. Upon receipt of such written notice, such person or utility shall have 60 days in which to install or lay any such facility. If an extension of time is needed by a person or utility for the installation of such facilities, the person or facility shall make a written application to the Town during the sixty-day notice period explaining fully the reasons for requesting such an extension of time. At the expiration of the time fixed or extended and after such street has been reconstructed, no permit shall be granted to open such street for a period of five years from installation of hot-mixed asphalt surface course layer unless an emergency condition exists or unless the necessity for making such installation could not reasonably have been foreseen at the time such notice was given. The above-mentioned five-year moratorium for street openings also pertains to all new public or private streets, i.e., new subdivisions or developments that have been accepted in accordance with Town specifications. The Town shall publish an annual street opening moratorium list with year of notice and year of expiration for each street. This section should not be construed to supersede Maine DOT street opening regulations for roads maintained by the State of Maine.

Article III, Right-of-Way and Road Infringement.

Section 147-37A is amended to update the penalties to:

\$100 for first offense

\$500 for second offense

\$1,000 for third and subsequent offenses

Chapter 160, Traffic and Vehicles.

Article I, Dock Square Shuttle and Parking.

Section 160-1 is amended to change 30 M.R.S.A. § 1917 to 30-A M.R.S.A. § 3001.

Article II, Traffic and Parking Control.

A. The second sentence of § 160-15 is amended as follows:

There shall be immediately adjacent to and visible from the designated parking space a posted sign consisting of a profile view of a wheelchair with occupant in white on a blue background with the wording "Handicapped Parking."

B. Section 160-15 is amended to change 29 M.R.S.A. § 252 to 29-A M.R.S.A. § 521.

- C. Sections 160-24E(2) and 160-25F(2) are amended to change the sentence "Second and subsequent offenses: shall be at the discretion of the officer up to and including a fine of \$100." to "Second and subsequent offenses: a fine of \$100."
- D. Section 160-25C(7)(c) is amended to delete the maximum fare amount and instead state that the maximum is as set by the Board of Selectmen.
- E. Section 160-26D is amended as follows:
Exemptions. Vehicles that are exempt from the most recent Maine Department of Transportation's (MDOT) "Rules and Regulations Restricting Heavy Loads on Closed Ways" ~~dated December 31, 1996 and amended on March 4, 1998, a copy of which is attached hereto and is hereby incorporated as part of this section (Attachment A),~~ are exempt from this section. In addition, the following vehicles are exempt from this section: any vehicle delivering home heating fuel and operating in accordance with a permit issued by the MDOT..."
- F. Section 160-28D(2) is amended to change the impoundment charge from \$25 to \$50[LBR7].
- G. Section 160-29A is amended to delete the following wording therefrom:
"Section 160-27 fine amount is \$50; or after 48 hours from the time of issuance and before a court summons is issued, pay a fine of \$60 to the Chief of Police or his/her representative for full satisfaction of such parking violation."

Chapter 172, Victualers.

Section 172-3, Subsection A(1), and Subsection A(1)(e) are amended to change "innkeepers, victualers and tavern keepers" to "victualers."

Chapter 179, Waste Management.

Article I, Radioactive and Hazardous Waste.

- A. Section 179-1 is amended to change "radioactive waste materials as defined by 38 M.R.S.A. § 361-D.1.B" to "radioactive waste as defined by 38 M.R.S.A. § 1451."
- B. Section 179-3 is added:
§ 179-3. Violations and penalties.
Violations of this article shall be subject to a penalty of \$100 per day.

Article II, Solid Waste.

- A. The definition of "hauler" in § 179-6 is amended as follows:
"Any entity or person ~~licensed~~ granted a permit by the Selectmen to collect and haul solid waste in the Town."
- B. Section 179-8A is amended to change "the operation and licensing of waste disposal vehicles" could be revised to "the operation of and issuance of permits for waste disposal vehicles."

Chapter 183, Wastewater Use.

- A. Section 183-9 is amended to change State Bureau of Health to Department of Health and Human Services.
- B. Section 183-13 is amended to change Division of Health Engineering, Maine Department of Human Services to Department of Health and Human Services.
- C. Section 183-18 and 183-32A are amended to change "Building Inspector" to "Code Enforcement Officer or designee."
- D. Section 183-19 is amended to delete the latter portion thereof (*and shall comply with Maine Revised Statutes Annotated, Title 38, Chapter 3, Subchapter 1, Subsection 361, as amended*).
- E. Section 183-21 is amended as follows:
"A sewer connection ~~application~~ permit shall be applied for and the fees shall be paid ~~therefor~~[,] whenever a homeowner applies for a building permit that will increase the flows from that structure into the collection system."
- F. Section 183-32 is amended to delete the following at the beginning thereof:
Unless exempted under subparagraph (B) below...
- G. Section 183-47 is amended to change Part 128 to Part 125.
- H. Section 183-70 is amended as follows:
"When a sewer connection application is processed and a permit is issued, the owner of the property for which the ~~application~~ permit was issued will be billed for the units that were approved."
- I. Original Article XIV, Licensing of Persons Authorized to Make Connection to the Public Sewers, is repealed.

Chapter 210, Condominium Conversion.

Section 210-5B is amended to delete the condominium conversion permit fee and instead state that the fee is as set by the Board of ~~Selectmen~~[LBR8].

Chapter 240, Land Use.

- A. Section 240-2.2.
 - (1) The definition of "mobile home" is amended to change "manufactured housing unit" to "manufactured housing."
 - (2) The definition of "recreational vehicle" is amended to change the reference to the State Division of Motor Vehicles to the State Bureau of Motor Vehicles.

- (3) The definition of "wetland, inland," is amended to change 38 M.R.S.A. 406 et seq. to 38 M.R.S.A. § 480-B.
- B. The opening paragraph of Article 5 and § 240-5.7B are amended to delete references to the Stream Protection Zone.
- C. Section 240-5.11A is amended to change Maine Bureau of Public Lands to Bureau of Parks and Lands.
- D. Section 240-6.9C and 240-11.8 are amended to change "occupancy permit" to "certificate of occupancy."
- E. Section 240-6.9G is amended to change "Day-care centers" to "Child-care centers."
- F. Section 240-6.9N and O are amended to delete the reference to § 240-1.6.
- G. Section 240-6.17B and C are amended to change references to "license" [to blast] from Township to "permit."
- H. Section 240-7.1G is amended to add "In the Free Enterprise and Farm and Forest Zones only."
- I. Section 240-7.3B is amended to delete "great pond" setback reference.
- J. Section 240-10.8B is amended to change "Superintendent of the Sewer Department" to "Deputy Public Works Director."
- K. Section 240-11.3C is amended to change State Historic Preservation Officer to State Historic Preservation Commission.
- L. Section 240-11.9D is amended to change Bureau of Land and Water Quality to Bureau of Water Quality.
- M. Section 240-11.9E(2) is amended so that the first sentence thereof reads:
If the Code Enforcement Officer has been certified by the Department of Economic and Community Development, Office of Community Development, as being familiar with court procedures under 30-A M.R.S.A. § 4453, he/she may serve civil process and, when specifically authorized to do so by the Municipal Officers, represent the Town in District Court.
- N. Section 240-11.12G(3) is amended to change "nonrefundable application fee of \$250" to read "a nonrefundable application fee to be established in accordance with § 240-11.6 of this chapter."

Chapter 252, Marijuana.

Article I is amended to read:

§ 252-1. Marijuana establishments prohibited unless Town opts in.

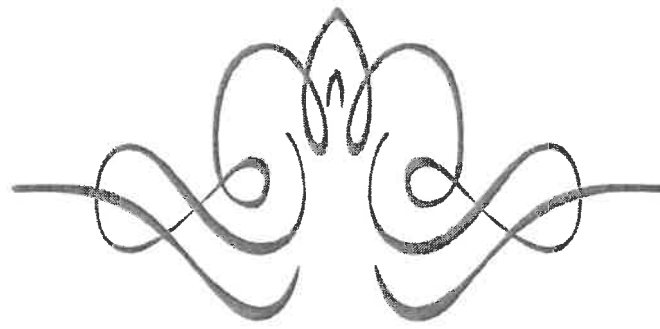
No person may operate an adult use marijuana establishment within the Town of Kennebunkport unless or until the legislative body of the Town ~~has voted to "opt-in" to allow~~ votes to amend its ordinances or to adopt an ordinance expressly authorizing some or all types of marijuana establishments within the Town in accordance with 28-B M.R.S.A. § 401(3) of the Marijuana Legalization Act. No person may operate a caregiver retail store, registered dispensary, marijuana testing facility, manufacturing facility, or other facility governed by the Maine Medical Use of Marijuana Act unless or until the legislative body of the Town votes to amend its ordinances or to adopt an ordinance expressly authorizing ~~has voted to "opt-in" to allow~~ some or all types of these facilities within the Town in accordance with 22 M.R.S.A. § 2429-D(3) of the Maine Medical Use of Marijuana Act. This section does not apply to authorized conduct by a person 21 years of age or older under 28-B M.R.S.A. § 2422, in accordance with the provisions of 22 M.R.S.A. § 2423-A, as may be amended.

§ 252-2. Authorization.

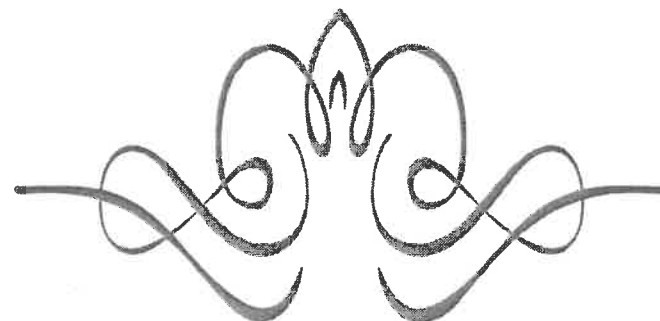
As of the [date of this codification], the Town of Kennebunkport has not specifically authorized any category of marijuana business establishment within the Town under either the Maine Medical Use of Marijuana Act or the Marijuana Legalization Act.

Chapter 290, Wireless Telecommunications Facilities Siting.

- A. Section 290-6G(2) is amended to change "90 days" to "60 days."
- B. Section 290-11A is amended to change "The CEO, as appointed through either the Zoning Ordinance or by the Board of Selectmen or Town or City Council, shall enforce this ordinance." to "The Code Enforcement Officer, appointed by the Board of Selectmen as provided in § 5-12 of the Town Administrative Code, shall enforce this chapter."



Agenda Item Divider



KENNEBUNKPORT
EMERGENCY MANAGEMENT ORDINANCE

Section 1: Short title; authority.

This Ordinance shall be known and may be cited and referred to as the "Emergency Management Ordinance of the Town of Kennebunkport" authorized under 37-B M.R.S.A. §§ 781 to 834.

Section 2: Intent and purpose.

It is the intent and purpose of this Ordinance to establish an Emergency Management Agency in compliance and in conformity with the provisions of 37-B M.R.S.A. §§ 781 *et seq.*, to ensure the complete and efficient utilization of all of the Town's facilities and resources to combat disaster as defined herein.

Section 3: Definitions.

The following definitions shall apply in the interpretation of this Ordinance:

Director means the Emergency Management Director . appointed and supervised as prescribed in the Town's Administrative Code, and also referred to as the "Emergency Management Agency (EMA) Director" in the Town' Emergency Operations Plan.

Disaster means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or manmade causes including but not limited to fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, drought, critical material shortage, infestation, explosion, riot or hostile military or paramilitary action.

Emergency Management Agency means the agency created under this Ordinance for the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to minimize and repair injury and damage resulting from disasters or catastrophes caused by enemy or terrorist attacks, sabotage, riots or other hostile action or by fire, flood, earthquake or other natural or man-made causes. These functions include, without limitation, firefighting, police, medical and health, emergency welfare, rescue, engineering, air raid warning and communications services; radiological, chemical and other special weapons defense; evacuation of persons from stricken areas; economic stabilization; allocation of critical materials in short supply; emergency transportation; existing or properly assigned functions of plant protection; other activities related to civilian protection; and other activities necessary to the preparation for the carrying out of these functions.

Emergency Management Agency Forces means the employees, equipment and facilities of all town departments, boards, institutions and commissions; and in addition, it shall include all volunteer persons, equipment and facilities contributed by or obtained from volunteer persons or agencies.

Section 4: Organization and administration.

The Kennebunkport Emergency Management Agency is hereby established under the direction of the Town Manager. The Town Manager shall be responsible for the agency's organization, administration and operation utilizing to the fullest extent possible the existing departments within the town, and maintaining a liaison with other local, regional and/or state emergency management and public safety agencies.

The Director shall be the executive head of the Emergency Management Agency. The Director shall be appointed by the Board of Selectmen and work under the direction of the Town Manager as prescribed in the Town's Administrative Code.

Section 5: Emergency proclamation.

- A. The Chairperson of the Board of Selectmen, in consultation with the Town Manager, shall have the power and authority to issue a proclamation that an emergency exists whenever a disaster or civil emergency exists or appears imminent. The proclamation may declare that an emergency exists in any or all sections of the town. If the Board Chairperson is temporarily absent from the town or otherwise unavailable, the Vice Chairperson of the Board of Selectmen may, after consultation with the Town Manager, issue the proclamation that an emergency exists. If neither the Board Chair nor Vice Chair is available, then the following persons shall have the power and authority to issue a proclamation that an emergency exists, in the following order of succession: the Town Manager; the Police Chief; the Fire Chief; the Emergency Management Director; the Public Works Director. A copy of the proclamation shall be filed within twenty-four (24) hours in the office of the town clerk.
- B. The Town Manager and the Director shall be responsible for reporting to the Board of Selectmen all actions taken as a result of the declared emergency as soon as the Board of Selectmen can be convened.

Section 6: Termination of emergency.

- A. When the Chairperson of the Board of Selectmen, in consultation with the Town Manager, is satisfied that a disaster or civil emergency no longer exists, he/she shall terminate the emergency proclamation by another proclamation affecting the sections of the town covered by the original proclamation, or any part thereof. If the Board Chairperson is temporarily absent from the town or otherwise unavailable, the Vice

Chairperson of the Board of Selectmen may, after consultation with the Town Manager, issue the proclamation terminating the emergency proclamation. That proclamation terminating the emergency shall be filed in the office of the town clerk.

- B. No state of emergency may continue for longer than seven (7) days unless renewed or extended by the Board of Selectmen.

Section 7: Town manager's emergency powers and duties.

- A. During any period when an emergency proclamation is in effect, when an emergency or disaster exists or appears imminent, or when the Governor has proclaimed a disaster pursuant to 37-B M.R.S.A. §742, the Town Manager may promulgate such regulations as he/she deems necessary to protect life and property and to preserve critical resources. Such regulations may include, but are not limited to, the following:

- (1) Regulations prohibiting or restricting the movement of vehicles in areas within or outside of the town;
- (2) Regulations facilitating or restricting the movement of persons within the town;
- (3) Regulations pertaining to the movement of persons from areas deemed hazardous or vulnerable to disaster within the town;
- (4) Regulations governing the use of town-owned or town-managed property and facilities; or
- (5) Such other regulations necessary to preserve public peace, health and safety.

Nothing in this section shall be construed to limit the authority or responsibility of any department or town official to proceed under powers and authority granted to them by state statute, town ordinance or the town's administrative code.

- B. The Town Manager, in consultation with the Board Chairperson, or the Vice Chairperson if the Board Chairperson is unavailable, shall have the authority to:

- (1) Order the evacuation of persons from hazardous areas within the town;
- (2) Request aid or assistance from the State or any of the State's political subdivisions, and render assistance to other political subdivisions pursuant to the provisions of 37-B M.R.S. § 781 *et seq.*;
- (3) Obtain vital supplies, equipment, and other items found lacking and necessary for the protection of health, life, and property.

- C. The provisions of this section shall terminate at the end of the declared emergency.

Section 8: Emergency operations plan.

The Director, in consultation with the Town Manager, shall prepare a comprehensive emergency operations plan for the town which shall be submitted to the Board of Selectmen for approval.

It shall be the responsibility of all municipal departments to perform the functions assigned and to maintain their portions of the plan in a current state of readiness. The emergency operations plan shall be reviewed and updated periodically by the Director in conjunction with the Town Manager for compliance with state law, 37-B M.R.S. § 781 *et seq.*

Section 9: Immunity from liability.

All members of the emergency management agency forces, while engaged in emergency management activities, shall be immune from liability, as set forth in 37-B M.R.S. § 822.

Section 10: Compensation for injuries.

All members of the emergency management agency forces shall be deemed to be employees of the state when engaged in training or on duty and shall have all of the rights of state employees under the Workmen's Compensation Act, as set forth in 37-B M.R.S. § 823.

Section 11: Violation of Regulations.

It shall be unlawful for any person to violate any of the provisions of this Ordinance or of the regulations or plans issued pursuant to the authority contained herein, or to willfully obstruct, hinder or delay any member of the emergency management agency as herein defined in the enforcement of the provisions of this Ordinance or any regulation or plan issued thereunder.

Section 12: Penalties.

Any person, firm or corporation violating any provision of this Ordinance, or any rule or regulation promulgated thereunder, upon conviction thereof, shall be punished by a civil penalty of a minimum of \$100 to a maximum of \$1,000 per occurrence and the costs of prosecution.

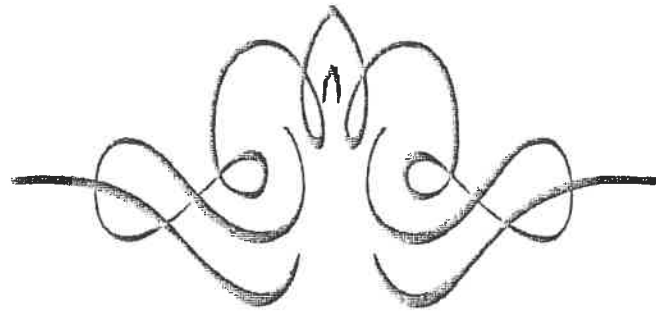
Section 13: Severability.

Should any provisions of this Ordinance be declared invalid for any reason, such declaration shall not affect the validity of other provisions of this Ordinance as a whole, it being the

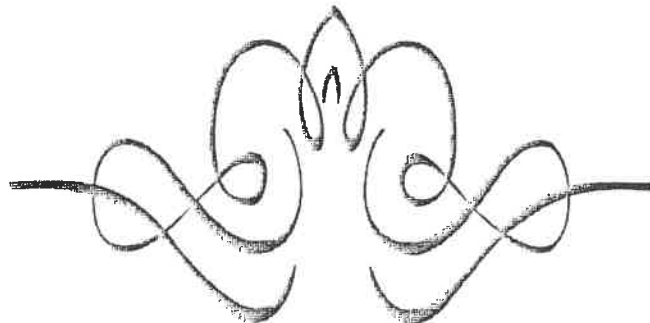
legislative intent that the provisions of this Ordinance shall be severable and remain valid notwithstanding such declaration.

Section 14: Effect on existing ordinances and regulations.

At all times when an emergency proclamation is in effect, the orders, rules and regulations made and promulgated pursuant to this Ordinance shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.



Agenda Item Divider



5c

PROPOSED AMENDMENT TO THE KENNEBUNKPORT LAND USE ORDINANCE CONCERNING TENTS

Shall an ordinance entitled "2020 Amendment to the Kennebunkport Land Use Ordinance Concerning Tents" be enacted? (A true copy of which is on file in the Town Clerk's Office and is incorporated by reference.)

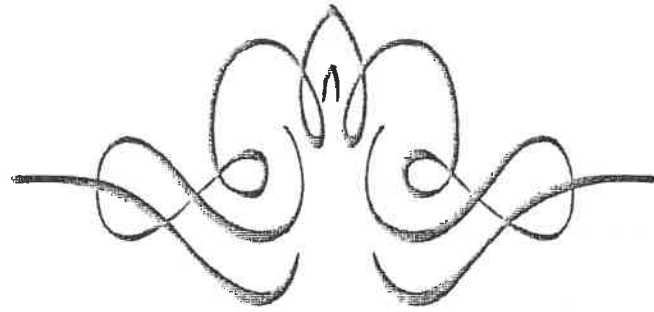
[Note of Explanation: This amendment would extend the timeframe for temporary tents from a maximum of 30 days per calendar year to ~~60 days~~ include, in addition, the period from Memorial Day through Labor Day of each year.]

Note: Underlined language is proposed to be inserted and words ~~stricken out~~ are proposed to be removed. All other portions of the ordinance are proposed to remain unchanged.

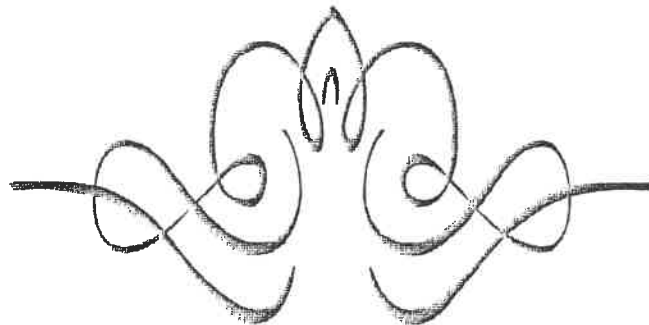
Amend Article 11.2 Permit Required as follows:

11.2 Permit Required

- L. Temporary placement of an awning or tent(s) exceeding 80 square feet in size ~~Between from~~ Memorial Day ~~(Generally May 25th)~~ until Labor Day ~~(Generally September 7th)~~ ~~tents may be~~ shall be permitted without a permit. Temporary placement ~~outside of the~~ Memorial Day ~~to through~~ Labor Day season shall not exceed 30 days per any calendar year per parcel.
Tents that exceed 80 square feet and are in place beyond the limits mentioned above ~~for more than 30 days per calendar year~~ are subject to conditions and approvals as a permanent structure.



Agenda Item Divider





KENNEBUNKPORT WASTEWATER DEPARTMENT

MEMO

Date: August 6th, 2020

To: Laurie Smith

From: Chris Simeoni, Deputy Director Public Works

Re: Selectmen's agenda 8/13/20- Award Contract for Wastewater Department Emergency Generator Upgrade Electrical work.

Recently, Wright-Pierce has put the Emergency Generator construction project out to bid twice. In both instances, we had no responsive bidders. A large portion of the site work has already been completed and we are currently working to complete the associated concrete work.

Bids were solicited from the following electrical contractors. We only received three responsive bidders. The remaining advised they were not interested in completing the work due to scheduling reasons or otherwise.

Contractor	Address	Bid Amount
All Phase Electric, Inc.	73 Industrial Park Road Saco, Maine 04072	\$89,676.00
Milliken Brothers, Inc.	474 Riverside Industrial Parkway Portland, Maine 04103	\$108,080.00
Gene Martin Electric	10 Wildberry Lane Saco, Maine 04072	Declined
Highlands Contracting	400 West Etna Road Etna, Maine 04434	Declined
Stevens Electric	17 Tillson Road Monmouth, ME 04259	Declined
Bodwell-Gurrecki	77 Liberty Acres Drive Arundel, Maine 04046	Declined
Camille's Electric	PO Box 1227 Biddeford, Maine 04005	\$89,925.00

Based on lack of responsive bidders and price consideration (State Revolving Fund requirements), we are recommending the contract be awarded to All Phase Electric in the amount of \$89,676.00.

25R School Street, P.O. Box 1038, Kennebunkport, Maine 04046
Tel: (207) 967-2245 Fax: (207) 967-5372

All Phase Electric, Inc
73 Industrial Park Road
Saco, ME 04072
207-284-8946

Estimate 1131

ADDRESS

Town of Kennebunkport
Sewer Department
25 School St
Kennebunkport, ME

SHIP TO

Town of Kennebunkport
Sewer Department
25 School St
Kennebunkport, ME

DATE
06/04/2020

TOTAL
\$89,676.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	ESTIMATE.	We propose to provide material and labor per plans by Wright-Pierce dated 2/20/20 and specifications for the electrical portion of the project to install a new generator and ATS and to wire to the existing service. Generator, ATS, excavation, and concrete work by others.			89,676.00

TOTAL

\$89,676.00

THANK YOU.

Accepted By

Accepted Date



Milliken & Brothers, Inc.

Electrical Contractors

474 Riverside Industrial Parkway
Portland, Maine 04103
Telephone (207) 797-8375
Facsimile (207) 797-0895
E-mail: mbi@millikenbrosinc.com

June 3, 2020

Town of Kennebunkport
Chris Simeoni
25 Recreation Way
Kennebunkport, Maine 04046

RE: Wastewater Treatment Facility Emergency Generator Replacement

We offer this proposal in accordance with plans and specs dated March 30, 2020 and clarifications as follows.

We include wire sizes and quantities per email clarifications:

- MCB to ATS-N, 800A: (3) sets of 300 kcmil
- GEN to ATS-E, 800A: (3) sets of 300 kcmil
- ATS-L to MCC-1, 600A: (2) sets of 350 kcmil
- ATS-L to MCC-2, 600A: (2) sets of 350 kcmil

We exclude new generator and ATS, site work, concrete pads, coring, bollards, rigging and removal of existing generator.

We exclude P&P bonds, temporary power, project office trailer, bathroom facilities, SRF signage, and SCADA or other controls wiring.

We exclude assembly of stairs and platform for generator access.

Normal work hours and we will schedule any off hour outages as needed with plant personnel.

Preliminary schedule attached.

We acknowledge all the CWSRF requirements.

Lot total \$108,080.00 less sales tax.

We appreciate the opportunity to be of service.

Please let us know of any questions or concerns.

Regards,

Shawn Henderson

Shawn Henderson

Estimator – Project Manager

Cc Jeff Milliken

CAMILLE'S ELECTRIC, LLC

P.O. BOX 1227

Biddeford, Me 04005

TELEPHONE: 284-8032

August 4, 2020

Town of Kennebunkport, Maine
P.O. Box 566
Kennebunkport Maine, 04046
Attention: Chris Simeoni

Re: Kennebunkport WWTF Generator upgrade
Located at 25 Recreation Way

Chris,

Our estimated cost to provide the electrical materials needed to install a new 400 KW diesel generator and 800 Amp automatic transfer switch, both of which are to be provided by the Town, at the Waste Water Treatment facility to replace the current 350 KW unit, according to the engineering firms design is **\$89,925.00**.

This installation will follow the design standards as noted on the engineering plan provided by Wright -Pierce project number 14227 dated March 2020, as the alternative plan was not endorsed by said firm.

We would install the specified conduits to be encased in a duct bank duct to the A.T.S. located outside the MCC room on a concrete slab. We would make provisions to power the plant from the existing generator during our associated work. The transfers to and from generator power should result in power outages in the 3-5 minute range each. However the preparation time to use your existing generator would create a time for 4-6 hours where there would be NO back-up power available if the utility source should fail. The design and testing standards outlined will result in running on generator power for 16 to 30 hours to complete the final stages of installation. If you would like, we could supply a portable generator unit to always guarantee that the maximum downtime would be in the 3-5 minute range. This would be an additional **\$3,135.00**

All raceways emerging from the slab would be PVC coated rigid metal conduit, converting to Metallic liquid-tite conduit before entering the generator supply box to allow for conduit expansion and minimize vibration transfer.

All site work, excavation, concrete work including the duct bank and coring the existing wall is to be provided by the town.

Fuel for the on site generator if used as a backup during the transfer is to be provided by the Town.

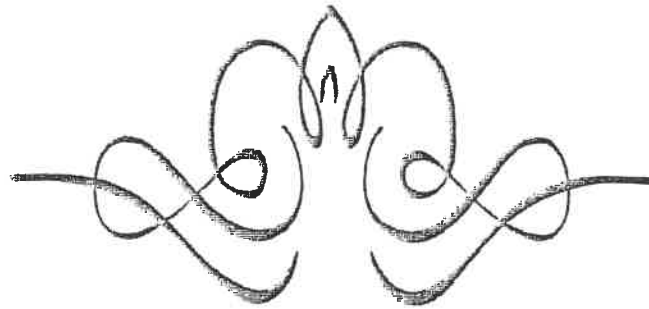
We would invoice twice during this project, once when all the conduits are installed, Generator and A.T.S. are set in position and conductors between the A.T.S. and generator have been passed, with the final billing upon completion of start up testing. Our terms are NET 10 Days after invoicing.

Acceptance of this proposal will be conditional of both parties attending a pre-construction meeting and coming to a mutually acceptable timetable for communications with the engineering firm regarding field questions.

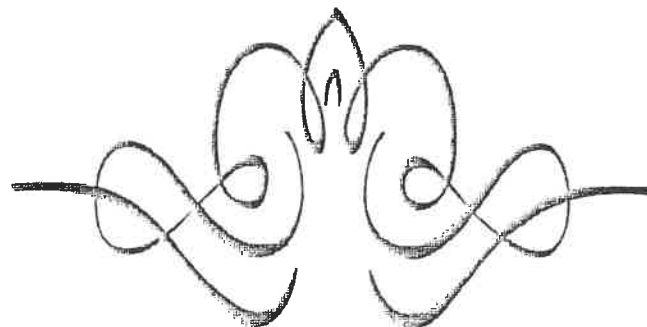
Feel free to contact me with any questions.

Regards,

Jeff Brochu



Agenda Item Divider



6 7



TOWN OF KENNEBUNKPORT, MAINE

~ INCORPORATED 1653 ~

MAINE'S FINEST RESORT

To: Laurie Smith
From: Michael Claus, Public Works Director *Mike W Claus*
Date: August 4, 2020
Re: Street Light Agreement and Bill of Sale with CMP

The 2020 Town Meeting approved funds for the purchase of our Street Light system in Article 10. Article 10 had an amount of \$58,500 under Special Projects / Miscellaneous for the purchase of our Street Light System. Our costs are \$48,798 to CMP, \$340 for streetlight GIS mapping and \$870 of new insurance coverage for streetlights. Town Attorney Greg Im of Drummond Woodsum has reviewed the street light agreement and said the town should be ok as long as our street light maintenance contractor has adequate insurance coverage and town employees do not perform street light maintenance work on any of the streetlights that are part of this agreement.

The Bill of Sale has a Schedule A that shows that the Town is purchasing 280 street light fixtures, 60 arms and 1 bracket. George Woodbury of Lightsmart Consulting performed an audit for the Town in August 2019 that confirmed that there were 280 fixtures that he was able to locate (with CMP provided gps coordinates) although pole numbers and street names given by CMP were incorrect in some instances. George noted 14 fixtures that had some damage. There is one missing street light from storm damage on Wildes District Road, an inventory discrepancy for a street light on Dorrance Avenue and the inventory indicates that the town has been paying for streetlights on the private section of Norwood Lane. Public Works along with the street light committee plan to investigate the audit details, make recommendations on repairs needed and make a review of any street lights that are on private roads that are now Town responsibility.

We request the Selectmen give the Town Manager authority to sign both the CMP Bill of Sale and the CMP Street Light Agreement. I have attached the Bill of Sale and the CMP Street Light Agreement. Per the attachments, Schedule A and Exhibit A shows that the Town is purchasing 280 street light fixtures. I have also attached our insurance information and insurance certificate from our street light maintenance contractor, which is required as part of the street light agreement.

Jim Stockman, Chairman Town Lighting Committee, and I will be available via zoom to answer questions at the next Selectmen's Meeting.

BILL OF SALE

Pursuant to this Bill of Sale, **CENTRAL MAINE POWER COMPANY**, a Maine corporation ("**Seller**"), for good and valuable consideration in the amount of \$48,798.00 paid to Seller by the **Town of Kennebunkport , Maine**, a municipality within the meaning of 30-A M.R.S. § 2001 ("**Purchaser**"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser Seller's entire right, title and interest in and to all fixtures used for street lighting purposes, including brackets, luminaires, lamps, photocells, fuses, fixture conductor wires, hardware, controls, and poles in place solely for street lighting purposes, located within the municipal geographic limits of the Purchaser (collectively, the "**Street Lights**"), including, without limitation, all such Street Lights listed on **Schedule A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

THIS BILL OF SALE is made and entered into pursuant to the provisions of the Customer Owned Street Lighting Agreement dated July 29, 2020 between Seller and Purchaser (the "**Customer Agreement**").

SELLER HEREBY WARRANTS that the Street Lights are free and clear of liens, encumbrances, and adverse claims arising by, through, or under Seller; that Seller has all power to execute this Bill of Sale and to transfer the Street Lights as provided herein, and that it has taken all action to authorize the execution and delivery of this Bill of Sale and the transfer of the Street Lights to Purchaser as provided herein.

PURCHASER HEREBY ACKNOWLEDGES that, except as expressly provided in the Customer Agreement or this Bill of Sale, the Street Lights are being conveyed on an "as is", "where is" and "with all faults" basis, without recourse representation, or warranty of any kind, whether express or implied. The foregoing disclaimer shall include, without limitation, any implied warranty of merchantability or fitness for a particular use or purpose.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Central Maine Power Company and the **Town of , Maine** have caused this Bill of Sale to be executed as of the day and year first written above.

WITNESS: CENTRAL MAINE POWER COMPANY

By: _____
Douglas A. Herling
President and CEO

DATE:

WITNESS: CENTRAL MAINE POWER COMPANY

By: _____
Eric N. Stinneford
Vice President, Treasurer and Controller

DATE:

WITNESS: TOWN of KENNEBUNKPORT

By: _____
Laurie Smith
Town Manager

DATE:

SCHEDULE A

Business Partner	Equipment	Pole	Road Name
35012617771	SL INCAN 105W OPEN	8	ARUNDEL ROAD
35012617771	SL INCAN 105W OPEN	12	ARUNDEL ROAD
35012617771	SL INCAN 105W OPEN	15	ARUNDEL ROAD
35012617771	SL HPS50W RWave	2.1	BAILEY COURT
35012617771	SL INCAN 105W OPEN	2	BARTLETT AVENUE
35012617771	SL INCAN 105W OPEN	2	BELAIR AVENUE
35012617771	SL INCAN 105W OPEN	4	BELLEWOOD AVENUE
35012617771	SL HPS50W RWave	2	BELVIDERE AVENUE
35012617771	SL Radial Wave Mounting Arm	2	BELVIDERE AVENUE
35012617771	SL INCAN 105W OPEN	5	BIDDEFORD ROAD
35012617771	SL HPS50W RWave	9	BIDDEFORD ROAD
35012617771	SL Radial Wave Mounting Arm	9	BIDDEFORD ROAD
35012617771	SL HPS50W RWave	7	BOSTON STREET
35012617771	SL Radial Wave Mounting Arm	7	BOSTON STREET
35012617771	SL INCAN 105W OPEN	9	BOSTON STREET
35012617771	SL INCAN 105W OPEN	4	BOSTON STREET
35012617771	SL INCAN 105W OPEN	3	BROADWAY AVENUE
35012617771	SL INCAN 105W OPEN	3	CENTRAL STREET
35012617771	SL INCAN 205W OPEN	3	CHURCH STREET
35012617771	SL INCAN 105W OPEN	1	CLARK ROAD
35012617771	SL INCAN 105W OPEN	2	CLEAVES AVENUE
35012617771	SL INCAN 105W OPEN	1	COMMUNITY HOUSE LINE
35012617771	SL INCAN 105W OPEN	3	COMMUNITY HOUSE LINE

35012617771	SL INCAN 105W OPEN	4	COMMUNITY HOUSE LINE
35012617771	SL INCAN 105W OPEN	1	CROSS STREET
35012617771	SL INCAN 105W OPEN	1.1	DOCK SQUARE
35012617771	SL LED 19W	1	DORRENCE ROAD
35012617771	SL INCAN 105W OPEN	1	EAST AVENUE
35012617771	SL INCAN 105W OPEN	3	EAST AVENUE
35012617771	SL INCAN 105W OPEN	5	EAST AVENUE
35012617771	SL HPS100W CUTOFF	1.1	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	2	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	4	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	1	ELM STREET
35012617771	SL INCAN 105W OPEN	2.2	ELM STREET
35012617771	SL HPS50W RWave	6	ELM STREET
35012617771	SL Radial Wave Mounting Arm	6	ELM STREET
35012617771	SL INCAN 105W OPEN	#N/A	ELM STREET
35012617771	SL INCAN 105W OPEN	2	FISHERS LANE
35012617771	SL INCAN 105W OPEN	5	FISHERS LANE
35012617771	SL HPS50W CUTOFF	36	GOOSE FARE LINE
35012617771	SL HPS70W CUTOFF	38	GOOSE FARE LINE
35012617771	SL INCAN 205W OPEN	3	GOOSE ROCKS ROAD
35012617771	SL HPS70W CUTOFF	15	GOOSE ROCKS ROAD
35012617771	SL INCAN 105W OPEN	#N/A	GRANDVIEW AVENUE
35012617771	SL HPS50W RWave	7	HAVERHILL STREET
35012617771	SL Radial Wave Mounting Arm	7	HAVERHILL STREET
35012617771	SL INCAN 105W OPEN	4.J	HAVERHILL STREET
35012617771	SL HPS50W RWave	3	HAYWOOD AVENUE

35012617771	SL Radial Wave Mounting Arm	3	HAYWOOD AVENUE
35012617771	SL HPS50W RWave	2	HIGH STREET
35012617771	SL INCAN 105W OPEN	#N/A	HIGH STREET
35012617771	SL INCAN 105W OPEN	2	KINGS HIGHWAY
35012617771	SL HPS50W RWave	5	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	5	KINGS HIGHWAY
35012617771	SL HPS50W RWave	5.1	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	5.1	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	7	KINGS HIGHWAY
35012617771	SL HPS50W RWave	9	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	9	KINGS HIGHWAY
35012617771	SL HPS50W RWave	11	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	11	KINGS HIGHWAY
35012617771	SL HPS50W RWave	14	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	14	KINGS HIGHWAY
35012617771	SL HPS50W RWave	17	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	17	KINGS HIGHWAY
35012617771	SL HPS50W RWave	20	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	20	KINGS HIGHWAY
35012617771	SL HPS50W RWave	24	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	24	KINGS HIGHWAY
35012617771	SL HPS50W RWave	27	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	27	KINGS HIGHWAY
35012617771	SL HPS50W RWave	29	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	29	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	31	KINGS HIGHWAY

35012617771	SL HPS50W RWave	33	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	33	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	35	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	38	KINGS HIGHWAY
35012617771	SL HPS50W RWave	41	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	41	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	44	KINGS HIGHWAY
35012617771	SL HPS50W RWave	46	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	46	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	48	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	50	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	53	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	56	KINGS HIGHWAY
35012617771	SL HPS50W RWave	59	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	59	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	62	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	66	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	68	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	76	KINGS HIGHWAY
35012617771	SL HPS50W RWave	2	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	2	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	6	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	10	LANGSFORD ROAD
35012617771	SL HPS50W RWave	14	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	14	LANGSFORD ROAD
35012617771	SL HPS50W RWave	17	LANGSFORD ROAD

35012617771	SL Radial Wave Mounting Arm	17	LANGSFORD ROAD
35012617771	SL HPS50W RWave	20	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	20	LANGSFORD ROAD
35012617771	SL HPS50W RWave	23	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	23	LANGSFORD ROAD
35012617771	SL HPS50W RWave	26	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	26	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	3	LOCKE STREET
35012617771	SL INCAN 105W OPEN	1	MAIN STREET
35012617771	SL HPS50W RWave	5	MAIN STREET
35012617771	SL Radial Wave Mounting Arm	5	MAIN STREET
35012617771	SL INCAN 105W OPEN	10	MAIN STREET
35012617771	SL INCAN 205W OPEN	15	MAIN STREET
35012617771	SL INCAN 105W OPEN	16	MAIN STREET
35012617771	SL INCAN 105W OPEN	19	MAIN STREET
35012617771	SL INCAN 105W OPEN	22	MAIN STREET
35012617771	SL INCAN 105W OPEN	25	MAIN STREET
35012617771	SL INCAN 105W OPEN	28	MAIN STREET
35012617771	SL INCAN 205W OPEN	12	MAIN STREET
35012617771	SL INCAN 205W OPEN	8	MAIN STREET
35012617771	SL HPS50W RWave	80	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	80	MAIN STREET, CAPE PORPOISE
35012617771	SL INCAN 105W OPEN	85	MAIN STREET, CAPE PORPOISE
35012617771	SL HPS50W RWave	87	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	87	MAIN STREET, CAPE

			PORPOISE
35012617771	SL HPS50W RWave	90	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	90	MAIN STREET, CAPE PORPOISE
35012617771	SL HPS50W RWave	92	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	92	MAIN STREET, CAPE PORPOISE
35012617771	SL INCAN 105W OPEN	1	MESERVE LANE
35012617771	SL INCAN 105W OPEN	2	MESERVE LANE
35012617771	SL INCAN 105W OPEN	2	MILL LANE
35012617771	SL HPS50W RWave	2	MILL ROAD
35012617771	SL Radial Wave Mounting Arm	2	MILL ROAD
35012617771	SL HPS50W RWave	4	MILL ROAD
35012617771	SL Radial Wave Mounting Arm	4	MILL ROAD
35012617771	SL HPS50W RWave	6	MILL ROAD
35012617771	SL Radial Wave Mounting Arm	6	MILL ROAD
35012617771	SL INCAN 105W OPEN	9	MILL ROAD
35012617771	SL INCAN 205W OPEN	11.1	MILL ROAD
35012617771	SL INCAN 105W OPEN	12	MILL ROAD
35012617771	SL INCAN 105W OPEN	14	MILL ROAD
35012617771	SL INCAN 105W OPEN	17	MILL ROAD
35012617771	SL INCAN 105W OPEN	22	MILL ROAD
35012617771	SL INCAN 105W OPEN	27	MILL ROAD
35012617771	SL INCAN 205W OPEN	52	MILL ROAD
35012617771	SL HPS150W ENCLSD	505	MILL ROAD
35012617771	SL INCAN 205W OPEN	31	MILL ROAD
35012617771	SL INCAN 105W OPEN	2	NORTH STREET

35012617771	SL INCAN 105W OPEN	4	NORTH STREET
35012617771	SL INCAN 105W OPEN	6	NORTH STREET
35012617771	SL INCAN 105W OPEN	9	NORTH STREET
35012617771	SL INCAN 105W OPEN	12	NORTH STREET
35012617771	SL HPS50W CUTOFF	13	NORTH STREET
35012617771	SL INCAN 105W OPEN	14	NORTH STREET
35012617771	SL HPS50W RWave	15	NORTH STREET
35012617771	SL Radial Wave Mounting Arm	15	NORTH STREET
35012617771	SL INCAN 105W OPEN	17	NORTH STREET
35012617771	SL INCAN 105W OPEN	18	NORTH STREET
35012617771	SL INCAN 105W OPEN	24	NORTH STREET
35012617771	SL INCAN 105W OPEN	26	NORTH STREET
35012617771	SL INCAN 105W OPEN	29	NORTH STREET
35012617771	SL INCAN 105W OPEN	32	NORTH STREET
35012617771	SL INCAN 105W OPEN	35	NORTH STREET
35012617771	SL INCAN 105W OPEN	38	NORTH STREET
35012617771	SL INCAN 105W OPEN	39	NORTH STREET
35012617771	SL INCAN 105W OPEN	42	NORTH STREET
35012617771	SL INCAN 105W OPEN	44	NORTH STREET
35012617771	SL INCAN 105W OPEN	47	NORTH STREET
35012617771	SL INCAN 105W OPEN	50	NORTH STREET
35012617771	SL INCAN 105W OPEN	54	NORTH STREET
35012617771	SL INCAN 105W OPEN	57	NORTH STREET
35012617771	SL MERC 100W OPEN	5	NORWOOD CAMP LINE
35012617771	SL INCAN 105W OPEN	117	NORWOOD CAMP LINE
35012617771	SL INCAN 105W OPEN	1	NUNANS ROAD

35012617771	SL INCAN 105W OPEN	3	NUNANS ROAD
35012617771	SL HPS50W RWave	5	NUNANS ROAD
35012617771	SL Radial Wave Mounting Arm	5	NUNANS ROAD
35012617771	SL INCAN 105W OPEN	4	OAK STREET
35012617771	SL INCAN 105W OPEN	6	OAK STREET
35012617771	SL INCAN 105W OPEN	7	OAK STREET
35012617771	SL INCAN 105W OPEN	10	OAK STREET
35012617771	SL INCAN 205W OPEN	2	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	6	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	7	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	010	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	010	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	13	OCEAN AVENUE
35012617771	SL HPS100W CUTOFF	015.5	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	16	OCEAN AVENUE
35012617771	SL HPS50W RWave	18	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	18	OCEAN AVENUE
35012617771	SL HPS50W RWave	22	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	22	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	26	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	28	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	29	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	31	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	33	OCEAN AVENUE
35012617771	SL HPS50W RWave	36	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	36	OCEAN AVENUE

35012617771	SL HPS50W RWave	37	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	37	OCEAN AVENUE
35012617771	SL MERC 100W OPEN	39.1	OCEAN AVENUE
35012617771	SL HPS70W CUTOFF	41	OCEAN AVENUE
35012617771	15ΓÇÖ SL Bracket	41	OCEAN AVENUE
35012617771	SL HPS50W RWave	43	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	43	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	45	OCEAN AVENUE
35012617771	SL HPS50W RWave	91	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	91	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	97	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	24	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	20	OCEAN AVENUE
35012617771	SL HPS400W CUTOFF	1	OLD BIDDEFORD ROAD
35012617771	SL HPS50W CUTOFF	90	OLD BIDDEFORD ROAD
35012617771	SL INCAN 205W OPEN	1	OLD FORT AVENUE
35012617771	SL INCAN 105W OPEN	4	OLD FORT ROAD
35012617771	SL INCAN 105W OPEN	4	OLD KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	7	OLD KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	3	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	7	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	10	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	14	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	19	OLD RIVER ROAD
35012617771	SL HPS50W RWave	24	OLD RIVER ROAD
35012617771	SL Radial Wave Mounting Arm	24	OLD RIVER ROAD

35012617771	SL INCAN 105W OPEN	3	PEARL STREET
35012617771	SL INCAN 448W OPEN	94	PIER ROAD
35012617771	SL INCAN 448W OPEN	96	PIER ROAD
35012617771	SL INCAN 105W OPEN	97	PIER ROAD
35012617771	SL INCAN 105W OPEN	99	PIER ROAD
35012617771	SL INCAN 105W OPEN	103	PIER ROAD
35012617771	SL INCAN 105W OPEN	105	PIER ROAD
35012617771	SL INCAN 105W OPEN	108	PIER ROAD
35012617771	SL INCAN 105W OPEN	110	PIER ROAD
35012617771	SL INCAN 105W OPEN	114	PIER ROAD
35012617771	SL HPS50W RWave	117	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	117	PIER ROAD
35012617771	SL HPS100W CUTOFF	122	PIER ROAD
35012617771	SL HPS50W RWave	130	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	130	PIER ROAD
35012617771	SL HPS50W RWave	130.1	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	130.1	PIER ROAD
35012617771	SL INCAN 105W OPEN	4	PLEASANT STREET
35012617771	SL INCAN 105W OPEN	2	PROCTOR AVENUE
35012617771	SL INCAN 105W OPEN	3	SCHOOL STREET
35012617771	SL HPS50W RWave	5	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	5	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	8	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	11	SCHOOL STREET
35012617771	SL HPS50W RWave	13.1	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	13.1	SCHOOL STREET

35012617771	SL INCAN 105W OPEN	15	SCHOOL STREET
35012617771	SL HPS50W RWave	18	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	18	SCHOOL STREET
35012617771	SL HPS50W RWave	22	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	22	SCHOOL STREET
35012617771	SL HPS100W ENCLSD	39	SCHOOL STREET
35012617771	SL MERC 100W OPEN	45	SCHOOL STREET
35012617771	SL MERC 175W ENCLSD	60	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	77	SCHOOL STREET
35012617771	SL HPS50W RWave	1	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	3	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	5	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	7	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	8	SOUTH MAIN STREET
35012617771	SL Radial Wave Mounting Arm	8	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	10	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	12	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	14	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	17	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	20	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	24	SOUTH MAIN STREET
35012617771	SL Radial Wave Mounting Arm	24	SOUTH MAIN STREET
35012617771	SL INCAN 205W OPEN	28	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	4	SOUTH STREET
35012617771	SL Radial Wave Mounting Arm	4	SOUTH STREET
35012617771	SL INCAN 205W OPEN	4	STAGE ROAD

35012617771	SL INCAN 205W OPEN	4	SUMMIT AVENUE
35012617771	SL INCAN 205W OPEN	1	TEMPLE STREET
35012617771	SL INCAN 105W OPEN	3	TEMPLE STREET
35012617771	SL HPS50W CUTOFF	4	TEMPLE STREET
35012617771	SL INCAN 105W OPEN	3	TOWNE STREET
35012617771	SL HPS50W RWave	6	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	6	TURBOTT'S CREEK ROAD
35012617771	SL HPS50W RWave	11	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	11	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	15	TURBOTT'S CREEK ROAD
35012617771	SL HPS50W RWave	17	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	17	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	20	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	24	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	27	TURBOTT'S CREEK ROAD
35012617771	SL HPS50W RWave	31	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	31	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	2	UNION STREET
35012617771	SL INCAN 105W OPEN	3	WARD ROAD
35012617771	SL INCAN 105W OPEN	5	WARD ROAD
35012617771	SL INCAN 105W OPEN	15	WARD ROAD
35012617771	SL INCAN 105W OPEN	2	WEST STREET
35012617771	SL INCAN 105W OPEN	4	WEST STREET
35012617771	SL INCAN 105W OPEN	28	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	30	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	35	WILDES DISTRICT ROAD

35012617771	SL INCAN 105W OPEN	37	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	39	WILDES DISTRICT ROAD
35012617771	SL HPS50W RWave	45	WILDES DISTRICT ROAD
35012617771	SL Radial Wave Mounting Arm	45	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	48	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	51	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	53	WILDES DISTRICT ROAD
35012617771	SL HPS50W RWave	56	WILDES DISTRICT ROAD
35012617771	SL Radial Wave Mounting Arm	56	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	58	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	62	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	65	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	67	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	70	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	73	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	77	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	80	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	84	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	88	WILDES DISTRICT ROAD
35012617771	SL MERC 100W OPEN	89	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	91	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	96	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	98	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	100	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	102	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	106	WILDES DISTRICT ROAD

35012617771	SL LED 19W	50.3	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	86H	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	4	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	8	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	12	WILDWOOD AVENUE
35012617771	SL HPS50W RWave	13	WILDWOOD AVENUE
35012617771	SL Radial Wave Mounting Arm	13	WILDWOOD AVENUE
35012617771	SL INCAN 205W OPEN	14	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	15	WILDWOOD AVENUE

CUSTOMER OWNED STREET LIGHTING AGREEMENT

This Customer Owned Street Lighting Agreement ("Agreement") is entered into as of the 29 day of July 2020 by The Town of Kennebunkport Maine ("the Municipality"), and Central Maine Power Company ("the Company"). This Agreement sets forth the agreement between the Municipality and the Company with respect to the terms and conditions under which the Company may sell and provide light fixtures attached to Company poles and the Municipality may install, own and maintain light fixtures attached to poles owned by the Company, whether such poles are owned individually by the Company or as joint owner with another entity (Company Owned Poles"). The Municipality and the Company may be referred to herein individually as a "Party" or collectively as the "Parties."

1. BACKGROUND

Under Section 53 of the Company's Terms and Conditions, entitled "Municipal Ownership of Streetlights," Municipalities may choose among three options for street lighting service, as set forth below:

- A. The Company will provide all of the components of the street lighting system, including installation on Company poles and maintenance of such lighting system. The Company will deliver electricity to the street lighting system from a power vendor selected by the municipality. For such service (Full Service Lighting), the Municipality shall pay the appropriate charges set forth in the Company's Rate SL (Street Lighting Service) Electric Delivery Rate Schedule; or
- B. The Company or qualified contractors of the Municipality that are approved in writing by the Company will install and connect on its poles all of the components of the Street Lighting Hardware as selected, purchased and owned by the Municipality. Maintenance of all components of light fixtures will be the responsibility of the Municipality or its contractor; or
- C. The Company or qualified contractors of the Municipality that are approved in writing by the Company will connect to its distribution system light fixtures owned and installed by the Municipality on Company poles. Maintenance of all components of light fixture and mounting hardware will be the responsibility of the Municipality or its contractor.

2. SCOPE OF THIS AGREEMENT; TERM

This Agreement sets forth the terms and conditions under which the Municipality may install, own and maintain light fixtures attached to Company Owned Poles, pursuant to options (B) and (C) above. This Agreement is entered into by the Parties pursuant to Section 53 of the Company's Terms and Conditions. To the extent that the provisions of this Agreement and those set forth in the Company's Electric Delivery Rate Schedules or its Terms and Conditions are in conflict, the provisions set forth in the Company's Electric Delivery Rate Schedules and its Terms and Conditions shall take precedence over any conflicting terms set forth in this Agreement.

The term of this Agreement shall commence upon execution by both Parties and shall continue in effect for as long as Municipality owns Street Lighting Hardware that is located on Company Owned Poles.

3. DEFINED TERMS

Any other capitalized terms used in this Agreement that are specifically defined herein shall have the meanings set forth in the Company's Electric Delivery Rate Schedules and its Terms and Conditions.

"Business Day" means any day except a Saturday, Sunday, or a legal holiday in the State of Maine. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Commission" means the Maine Public Utilities Commission or any successor entity.

"Dedicated Street Lighting Conductor" shall mean a conductor used for the sole purpose of providing electric service to a street light. This excludes the tap wires from the secondary conductors to the street light fixture itself.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region.

"Routine Maintenance" shall mean (a) prior to the time when a fuse has been installed, changing of the lamp, and/or photocell, cleaning of the glass, reflector or photocell, as well as clearing of debris from the fixture and (b) after a fuse has been installed on a fixture, changing of the lamp, and/or photocell, ballast/driver, starter, fuse, fixture, fixture conductor wire, hardware and controls for any particular light, cleaning of the glass, reflector or photocell, as well as clearing of debris from the fixture.

"Street Lighting Hardware" shall mean the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware and controls for any particular street light fixture. Hardware shall also include poles in place solely for street lighting purposes.

4. OWNERSHIP

For each street light fixture covered by this Agreement, the Municipality will provide, own, install and maintain the Street Lighting Hardware. Dedicated Street Lighting Conductors will be owned and maintained by the Company.

5. STREET LIGHTING HARDWARE STANDARDS

All Street Lighting Hardware provided by Municipality for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system. The Company may refuse to allow the placement of any streetlight fixture which, in the Company's sole reasonable opinion, are not so free from defects or that might so jeopardize said system. If the Company refuses the placement of a streetlight fixture, it shall, at the time of the refusal, provide the Municipality with the specific reason or reasons for the refusal.

All Street Lighting Hardware shall be of a modern type approved roadway lighting for normal use by the Company. Once a specific fixture type has been approved by the Company as acceptable equipment, additional use of that fixture type as a replacement in a location where a street light currently exists will not require additional approval by the Company, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced.

6. TRANSMISSION AND DISTRIBUTION SERVICE

For each street light fixture covered by this Agreement, the Municipality shall take Delivery-Only Service for such fixture in accordance with the Company's currently effective Rate SL Electric Delivery Rate Schedule.

7. DESCRIPTION AND LOCATION OF STREET LIGHTS

Exhibit A to this Agreement sets forth a description and location of all street light fixtures owned by the Municipality and located on Company Owned Poles. The Municipality shall notify the Company at least thirty (30) days in advance of making any changes to its street lighting inventory. Exhibit A shall be updated as necessary, but no more frequently than on a monthly basis, to reflect any changes to street lighting inventory.

Prior to the sale of street lighting equipment to the Municipality, the Company shall provide the Municipality with a complete inventory based on billing and property records of the street lighting equipment to be sold. The Municipality shall have ninety (90) days to provide corrections or objections to that inventory, after which time the inventory provided by the Company shall be deemed correct for all billing purposes. Should the Municipality choose to conduct a physical audit to confirm the inventory, the audit will be scheduled at a time that allows a representative of the Company to participate.

Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. The Company will not charge the Municipality for the cost of these periodic audits. However, if the Company finds lamps which are in addition to or different from those reported by the Municipality or any other unauthorized equipment attached to the pole or fixture by the Municipality, the Company may conduct a full audit to determine the extent of the violations. The Company shall bill the Municipality for the reasonable cost of the full audit. Prior to conducting a full audit, the Company will consult with the Municipality and will work with the Municipality to coordinate such an audit.

All Street Lighting Hardware owned by Municipality and located on Company Owned Poles shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased from the Company shall be so identified at the expense of Municipality no later than six (6) months from the time of purchase. In addition, Street Lighting Hardware shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions). The ownership identification marking or label requirements set forth herein shall not apply in the circumstance in which Municipality has purchased all street lighting equipment in the Municipality from the Company all at one time.

8. MAINTENANCE OF STREET LIGHTING HARDWARE

For each street light fixture covered by this Agreement, Municipality shall maintain the Street Lighting Hardware at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by only Company personnel or by qualified contractors of the Municipality that are approved in writing by the Company. In performing such maintenance work the

Municipality shall not permit its agents, employees or contractors to climb or otherwise ascend Company Owned Poles, but rather shall maintain the Street Lighting Hardware on such poles by using an aerial device. Section 53 of the Company's Terms and Conditions sets forth the additional maintenance requirements for municipalities using contractors or municipal employees to perform street lighting maintenance work. Those provisions are incorporated herein.

Municipality may request, and the Company may agree at its sole option, that the Company provide maintenance service for street lights owned by the Municipality. For purposes of this section, maintenance service may include Routine Maintenance as defined herein, but shall be limited to maintenance requested by the Municipality and shall not include maintenance initiated by the Company under the terms of Section 10 below or requests for installation, removal, replacement or relocation of street light fixtures. Section 53 of the Company's Terms and Conditions sets forth the pricing for such maintenance services. Any requests for maintenance from the Municipality to Company shall be in writing on the form included as Exhibit B to this Agreement.

Within 7 Business Days of receipt of a request for maintenance service from the Municipality, the Company will either perform such work or provide a good faith estimate of the timeframe within which the Company will be able to complete the requested maintenance services. Within 7 Business Days of receipt of such estimate, the Municipality shall instruct the Company whether to commence with such maintenance services based on the timeframe proposed by the Company or whether the Municipality will make other arrangements for the performance of such maintenance services.

Municipality will repair or replace inoperative lighting controls for the lights owned by Municipality within sixty (60) days of failure. The Company will bill standard attachment fees for any de-energized fixtures and/or associated equipment left attached to the Company's poles for longer than sixty (60) days that is not being billed and paid for under the Company's Rate SL Electric Delivery Rate Schedule. This provision will not apply in the event that the Company is performing maintenance on behalf of Municipality and is the cause of the delay in repairing or replacing inoperative lighting equipment.

9. CONNECTION AND DISCONNECTION

The installation, maintenance, and removal of connections to the Company's secondary distribution system is restricted to authorized Company personnel and qualified contractors of the Municipality that are approved in writing by the Company. Work involving only Routine Maintenance does not require disconnection prior to the municipality or its contractor performing such work. Municipality does not need to notify the Company prior to performing any Routine Maintenance.

To the extent that qualified contractors of Municipality are authorized to make connections to the Company's secondary distribution system, such authorization is limited to making connections only on the pole on which a light fixture owned by the municipality is located. Municipal contractors may not make additions to the Company's secondary distribution system, such as running conductors from pole-to-pole.

If connection and disconnection to the Company's distribution system is performed by Company personnel, the Company will apply charges for such connection and disconnection as set forth in the Company's Term and Condition 53 and in accordance with the Company's Rate SL Electric Delivery Rate Schedule. If connection and disconnection is instead performed by a qualified contractor of Municipality that is approved in writing by the Company, no connection or disconnection charges other than project management charges shall be applied by the Company for such connections and disconnections.

All existing fixtures must be fused by the Municipality within ten (10) years of the date that Municipality acquires them from the Company. All new fixtures must be fused when installed. Any existing Municipality owned street lights, or street lights acquired from the Company, will be set to operate in the "Fail Off" mode which can be phased in over the same ten (10) year period. All new fixtures will be installed to operate in the "Fail Off" mode.

10. INSTALLATION, REMOVAL, REPLACEMENT, AND RELOCATION

- (a) **Municipality Requests.** Municipality shall make any request to the Company for the installation, removal, replacement and relocation of street light fixtures, or shall notify Company of its intent to install, remove or relocate any street light fixture in writing on the form included as Exhibit B to this Agreement. Within 10 Business Days of receipt of request for installation, removal, replacement or relocation of street light fixtures, the Company will provide a good faith estimate of the timeframe within which the Company will be able to complete the installation, removal, replacement or relocation. Within 7 Business Days of receipt of such estimate, the Municipality shall instruct the Company whether to commence with the requested work based on the timeframe proposed by the Company or whether the Municipality will make other arrangements for the performance of such work.

By its approval or acceptance of any street light installation, the Company does not give any warranty, expressed or implied, as to the adequacy, safety or other characteristics of such installation; provided, however, that with respect to any street light installation that was performed by the Company, the Company warrants that such installation was performed in accordance with Good Utility Practice.

(b) **Company-Initiated Work.**

- (i) **Non-Emergency Basis.** When Company needs to replace or repair existing poles/wire configurations on a non-emergency basis (such in the event of road changes requiring pole relocation, maintenance/repair/replacement of poles, or for any other non-emergency reason), the Company will notify Municipality as far in advance of the proposed work to be performed as is practicable under the circumstances. Municipality or their contractor must remove, relocate, and reinstall municipal-owned street lighting fixtures and/or equipment at their expense. In the event that Municipality fails to remove, relocate, and reinstall municipal-owned street lighting fixtures and/or equipment in a timely manner, the Company may elect to remove, relocate, and reinstall any such undamaged municipal-owned street lighting fixtures and/or equipment and shall bill the Municipality for any cost incurred by the Company to do so, which shall be calculated by using the Connection and Installation charge applicable to additional street lights under Section 53 of the Company's Terms and Conditions .
- (ii) **Emergency Basis.** When Company needs to replace or repair existing poles/wire configurations on an emergency basis (such in the event of a car/pole accident), the Company may elect to remove, relocate, and reinstall any undamaged municipal-owned street lighting fixtures and/or equipment at the expense of the Municipality, in which case the Company shall bill the Municipality for any cost incurred by the Company in completing such removal, relocation and reinstallation, which shall be calculated by using the Connection and Installation charge applicable to additional street lights under Section 53 of the Company's Terms and Conditions.

11. BILLING

All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then-current rates for such work as described in the Company's Term and Condition 53, as approved by the Commission. All such bills shall be payable when rendered. Bills paid more than thirty (30) days from the date of billing shall bear interest at the rate of one percent (1%) per month from the date of billing.

12. PAYMENT SCHEDULE

Municipality may purchase street lighting equipment from the Company all at one time or over a period not to exceed three (3) years. If the Municipality elects to phase in the purchase of the Company's street lights over multiple years, the Municipality must purchase all street lights billed to the Municipality's account(s) within three (3) years from the date of the first purchase. Any such purchase and sale of street lights shall be documented in either a separate Purchase and Sale Agreement or Bill of Sale between Municipality and Company.

The price for any such purchase shall be based on net book value. The Company's net book value calculation for a municipality shall show for each vintage year (1) the net amount of street lighting plant additions and retirements associated with the municipality; (2) the net accumulated depreciation amount, including depreciation expense incorporating both the depreciable life and the removal cost component for plant still in service, retirements, and actual removal and salvage costs associated with those retirements; and (3) associated income tax impacts.

If the Municipality wishes to remove rather than purchase all or some of its streetlights, the Company will determine the charge for removal and disposal costs using the following methodology. CMP will determine the weighted average age of the street lights to be removed based on the age and level of the investment. For each street light to be removed, CMP will multiply the original cost of the street light by the number of years the street light has been in service. CMP then will sum (i) the aforementioned products and (ii) the original cost of all street lights to be removed and will divide (i) by (ii). If the outcome is fifteen or greater, CMP will not assess a charge to remove the street lights. If the outcome is less than fifteen, CMP will subtract the outcome from fifteen and divide the difference by fifteen. CMP then will apply this result to the remaining net book value of the street lights to be removed to determine the charge to remove the street lights. The net book value will be based on CMP's records.

Exhibit C to this Agreement sets forth the agreed-upon payment dates and [balances] [percentages] for the purchase of the Municipality's street lighting equipment.

13. BREACH AND REMEDIES

Each Party hereby agrees to carry out the terms and conditions of this Agreement, and not knowingly to take any action that would interfere with the performance of this Agreement. In the event of any breach of any of the terms or conditions of this Agreement by either Party, other than a breach for which immediate sanctions or specified cure periods are specifically provided under this Agreement, the breaching Party shall have thirty (30) days following receipt of notice from the non-breaching Party in which to cure. In the event of any uncured breach, the breaching Party shall be liable to pay the other Party any and all costs or damages caused the other Party as a result thereof.

14. DISPUTE RESOLUTION

Any disputes regarding the rights or obligations of the Company or Municipality under this Agreement shall be referred to the Commission for resolution. Neither the Company nor Municipality may petition the Commission to initiate such dispute resolution procedures unless the Parties, through their respective duly authorized representatives, have first attempted in good faith to resolve the dispute.

15. INSURANCE REQUIREMENTS

As a condition of installing any lighting equipment on Company poles or performing any street light maintenance on Company poles, the Municipality shall at all times maintain in place \$1 million liability insurance in the amount and under such terms as may be required by the Commission (as further set forth in Section 53 of the Company's Terms and Conditions), with the Company named as an additional insured. Such insurance shall include provisions or endorsements naming Company, its directors, officers and employees as additional insureds; provisions that the insurance is primary insurance with respect to the interest of Company and that any insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder; cross-liability or severability of insurance interest clause; and provisions that the policies shall not be cancelled or their limits of liability reduced without sixty (60) days prior written notice to Company. Within ten (10) days after execution of this Agreement, Municipality shall, if required by the Commission to provide liability insurance, furnish to Company a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or at the discretion of Company, in lieu thereof, insurance shall be issued by insurance companies rated A- VII or better, by Best's Insurance Guide and Key Ratings, (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility. The liability insurance required under this Section shall be considered excess and shall not be deemed a waiver of immunity under the Maine Tort Claims Act.

16. INDEMNIFICATION

Municipality hereby agrees to indemnify, defend, and hold harmless Company, its affiliates, any other owners of poles on which Street Lighting Hardware is located pursuant to this Agreement, and the trustees, directors, officers, employees, agents, consultants, advisors and representatives of each of them (each, an "Company Indemnified Party") from and against any and all claims, judgments, demands, damages, fines, losses, interest, awards, causes of action, litigation, lawsuits, administrative proceedings or investigations, penalties and liabilities, costs and expenses (including reasonable attorneys' fees and disbursements and other reasonable costs of suit, arbitration, dispute resolution or other similar proceeding) in tort, contract, or otherwise (collectively "Liabilities") incurred or suffered by any Company Indemnified Party arising from a contractor or employee of the Municipality performing work on any Company Owned Pole; provided, however, that Municipality is not required to indemnify Company for any costs, losses, or damages resulting from work performed by Company. The foregoing indemnification provisions shall not be deemed a waiver of immunity under the Maine Tort Claims Act or any other applicable law.

17. CHANGE IN LAW; SEVERABILITY

If, after the execution of this Agreement, any right or obligation of a Party under this Agreement is materially altered as the result of any revision to laws or regulations applicable to Municipal installation, ownership, or maintenance of Street Lighting Hardware on Company Owned Poles, the Parties agree to negotiate in good faith in an attempt to amend this Agreement to conform to the revised laws or regulations and to present any such agreed-upon amendment to the Commission for approval. The intent of the Parties is that any such amendment will preserve, as closely as possible, the basic intent and substance of this Agreement, as

set forth herein. In the event that the Parties are unable to agree upon an amendment to this Agreement pursuant to this paragraph, the Parties agree to submit the matter to the Commission for resolution in accordance with Section 14 above.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties hereto, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. In the event that the Parties are unable to agree upon an amendment to this Agreement pursuant to this paragraph, the Parties agree to submit the matter to the Commission for resolution in accordance with Section 14 above.

18. MISCELLANEOUS

(a) This Agreement may be modified only by a writing duly executed by each of the Parties hereto or by order of the Commission.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine notwithstanding any choice of law rules which may direct the application of the laws of another jurisdiction.

(c) Notices as to operational matters (such as the installation, removal, relocation and maintenance of street light fixtures) shall be provided by electronic mail as follows:

If to the Company:

Jennifer.Mazzaro@cmpco.com

If to the Municipality:

mclaus@kennebunkportme.gov

All other notices hereunder (such as legal notices in the event of breach) shall be in writing and deemed duly delivered if hand delivered to the recipient, or sent by certified mail, postage prepaid or by reputable overnight delivery service. Notices shall be addressed as follows:

If to the Company:

Manager
Customer Service
Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336

With a copy to:

Legal Department
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336

If to the Municipality:

Laurie Smith, Town Manager
PO Box 566
6 Elm Street
Kennebunkport, ME 04046

Either party may change its address by giving the other party hereto written notice thereof in the manner provided in this section.

(d) Nothing contained in this Agreement, whether express or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies.

(e) No delay or omission on the part of either Party to exercise any right accruing to it under the terms of this Agreement shall impair any such right or be deemed in any way a waiver on such Party's part, or construed as an estoppel against it, or impair any right or remedy arising subsequent thereto.

(f) The captions and section headings contained in this Agreement are for reference only, and shall not affect the construction or interpretation of any provision hereof.

(g) This Agreement may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

WITNESS: CENTRAL MAINE POWER COMPANY

By: _____
Douglas A. Herling
President and CEO

WITNESS: CENTRAL MAINE POWER COMPANY

By: _____
Eric N. Stinneford
Vice President, Treasurer and Controller

WITNESS: Town of Kennebunkport

By: _____
Laurie Smith
Town Manager

Exhibit A

Description and location of all street light fixtures owned by the Municipality and located on Company Owned Poles.

Business Partner	Equipment	Pole	Road Name
35012617771	SL INCAN 105W OPEN	8	ARUNDEL ROAD
35012617771	SL INCAN 105W OPEN	12	ARUNDEL ROAD
35012617771	SL INCAN 105W OPEN	15	ARUNDEL ROAD
35012617771	SL HPS50W RWave	2.1	BAILEY COURT
35012617771	SL INCAN 105W OPEN	2	BARTLETT AVENUE
35012617771	SL INCAN 105W OPEN	2	BELAIR AVENUE
35012617771	SL INCAN 105W OPEN	4	BELLEWOOD AVENUE
35012617771	SL HPS50W RWave	2	BELVIDERE AVENUE
35012617771	SL Radial Wave Mounting Arm	2	BELVIDERE AVENUE
35012617771	SL INCAN 105W OPEN	5	BIDDEFORD ROAD
35012617771	SL HPS50W RWave	9	BIDDEFORD ROAD
35012617771	SL Radial Wave Mounting Arm	9	BIDDEFORD ROAD
35012617771	SL HPS50W RWave	7	BOSTON STREET
35012617771	SL Radial Wave Mounting Arm	7	BOSTON STREET
35012617771	SL INCAN 105W OPEN	9	BOSTON STREET
35012617771	SL INCAN 105W OPEN	4	BOSTON STREET
35012617771	SL INCAN 105W OPEN	3	BROADWAY AVENUE
35012617771	SL INCAN 105W OPEN	3	CENTRAL STREET
35012617771	SL INCAN 205W OPEN	3	CHURCH STREET
35012617771	SL INCAN 105W OPEN	1	CLARK ROAD
35012617771	SL INCAN 105W OPEN	2	CLEAVES AVENUE
35012617771	SL INCAN 105W OPEN	1	COMMUNITY HOUSE LINE
35012617771	SL INCAN 105W OPEN	3	COMMUNITY HOUSE LINE
35012617771	SL INCAN 105W OPEN	4	COMMUNITY HOUSE LINE
35012617771	SL INCAN 105W OPEN	1	CROSS STREET
35012617771	SL INCAN 105W OPEN	1.1	DOCK SQUARE
35012617771	SL LED 19W	1	DORRENCE ROAD
35012617771	SL INCAN 105W OPEN	1	EAST AVENUE
35012617771	SL INCAN 105W OPEN	3	EAST AVENUE
35012617771	SL INCAN 105W OPEN	5	EAST AVENUE
35012617771	SL HPS100W CUTOFF	1.1	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	2	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	4	EDGEWOOD AVENUE
35012617771	SL INCAN 105W OPEN	1	ELM STREET

35012617771	SL INCAN 105W OPEN	2.2	ELM STREET
35012617771	SL HPS50W RWave	6	ELM STREET
35012617771	SL Radial Wave Mounting Arm	6	ELM STREET
35012617771	SL INCAN 105W OPEN	#N/A	ELM STREET
35012617771	SL INCAN 105W OPEN	2	FISHERS LANE
35012617771	SL INCAN 105W OPEN	5	FISHERS LANE
35012617771	SL HPS50W CUTOFF	36	GOOSE FARE LINE
35012617771	SL HPS70W CUTOFF	38	GOOSE FARE LINE
35012617771	SL INCAN 205W OPEN	3	GOOSE ROCKS ROAD
35012617771	SL HPS70W CUTOFF	15	GOOSE ROCKS ROAD
35012617771	SL INCAN 105W OPEN	#N/A	GRANDVIEW AVENUE
35012617771	SL HPS50W RWave	7	HAVERHILL STREET
35012617771	SL Radial Wave Mounting Arm	7	HAVERHILL STREET
35012617771	SL INCAN 105W OPEN	4.J	HAVERHILL STREET
35012617771	SL HPS50W RWave	3	HAYWOOD AVENUE
35012617771	SL Radial Wave Mounting Arm	3	HAYWOOD AVENUE
35012617771	SL HPS50W RWave	2	HIGH STREET
35012617771	SL INCAN 105W OPEN	#N/A	HIGH STREET
35012617771	SL INCAN 105W OPEN	2	KINGS HIGHWAY
35012617771	SL HPS50W RWave	5	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	5	KINGS HIGHWAY
35012617771	SL HPS50W RWave	5.1	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	5.1	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	7	KINGS HIGHWAY
35012617771	SL HPS50W RWave	9	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	9	KINGS HIGHWAY
35012617771	SL HPS50W RWave	11	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	11	KINGS HIGHWAY
35012617771	SL HPS50W RWave	14	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	14	KINGS HIGHWAY
35012617771	SL HPS50W RWave	17	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	17	KINGS HIGHWAY
35012617771	SL HPS50W RWave	20	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	20	KINGS HIGHWAY
35012617771	SL HPS50W RWave	24	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting	24	KINGS HIGHWAY

	Arm		
35012617771	SL HPS50W RWave	27	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	27	KINGS HIGHWAY
35012617771	SL HPS50W RWave	29	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	29	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	31	KINGS HIGHWAY
35012617771	SL HPS50W RWave	33	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	33	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	35	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	38	KINGS HIGHWAY
35012617771	SL HPS50W RWave	41	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	41	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	44	KINGS HIGHWAY
35012617771	SL HPS50W RWave	46	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	46	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	48	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	50	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	53	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	56	KINGS HIGHWAY
35012617771	SL HPS50W RWave	59	KINGS HIGHWAY
35012617771	SL Radial Wave Mounting Arm	59	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	62	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	66	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	68	KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	76	KINGS HIGHWAY
35012617771	SL HPS50W RWave	2	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	2	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	6	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	10	LANGSFORD ROAD
35012617771	SL HPS50W RWave	14	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	14	LANGSFORD ROAD
35012617771	SL HPS50W RWave	17	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	17	LANGSFORD ROAD
35012617771	SL HPS50W RWave	20	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	20	LANGSFORD ROAD
35012617771	SL HPS50W RWave	23	LANGSFORD ROAD

35012617771	SL Radial Wave Mounting Arm	23	LANGSFORD ROAD
35012617771	SL HPS50W RWave	26	LANGSFORD ROAD
35012617771	SL Radial Wave Mounting Arm	26	LANGSFORD ROAD
35012617771	SL INCAN 105W OPEN	3	LOCKE STREET
35012617771	SL INCAN 105W OPEN	1	MAIN STREET
35012617771	SL HPS50W RWave	5	MAIN STREET
35012617771	SL Radial Wave Mounting Arm	5	MAIN STREET
35012617771	SL INCAN 105W OPEN	10	MAIN STREET
35012617771	SL INCAN 205W OPEN	15	MAIN STREET
35012617771	SL INCAN 105W OPEN	16	MAIN STREET
35012617771	SL INCAN 105W OPEN	19	MAIN STREET
35012617771	SL INCAN 105W OPEN	22	MAIN STREET
35012617771	SL INCAN 105W OPEN	25	MAIN STREET
35012617771	SL INCAN 105W OPEN	28	MAIN STREET
35012617771	SL INCAN 205W OPEN	12	MAIN STREET
35012617771	SL INCAN 205W OPEN	8	MAIN STREET
35012617771	SL HPS50W RWave	80	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	80	MAIN STREET, CAPE PORPOISE
35012617771	SL INCAN 105W OPEN	85	MAIN STREET, CAPE PORPOISE
35012617771	SL HPS50W RWave	87	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	87	MAIN STREET, CAPE PORPOISE
35012617771	SL HPS50W RWave	90	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	90	MAIN STREET, CAPE PORPOISE
35012617771	SL HPS50W RWave	92	MAIN STREET, CAPE PORPOISE
35012617771	SL Radial Wave Mounting Arm	92	MAIN STREET, CAPE PORPOISE
35012617771	SL INCAN 105W OPEN	1	MESERVE LANE
35012617771	SL INCAN 105W OPEN	2	MESERVE LANE
35012617771	SL INCAN 105W OPEN	2	MILL LANE
35012617771	SL HPS50W RWave	2	MILL ROAD
35012617771	SL Radial Wave Mounting Arm	2	MILL ROAD
35012617771	SL HPS50W RWave	4	MILL ROAD
35012617771	SL Radial Wave Mounting Arm	4	MILL ROAD
35012617771	SL HPS50W RWave	6	MILL ROAD

35012617771	SL Radial Wave Mounting Arm	6	MILL ROAD
35012617771	SL INCAN 105W OPEN	9	MILL ROAD
35012617771	SL INCAN 205W OPEN	11.1	MILL ROAD
35012617771	SL INCAN 105W OPEN	12	MILL ROAD
35012617771	SL INCAN 105W OPEN	14	MILL ROAD
35012617771	SL INCAN 105W OPEN	17	MILL ROAD
35012617771	SL INCAN 105W OPEN	22	MILL ROAD
35012617771	SL INCAN 105W OPEN	27	MILL ROAD
35012617771	SL INCAN 205W OPEN	52	MILL ROAD
35012617771	SL HPS150W ENCLSD	505	MILL ROAD
35012617771	SL INCAN 205W OPEN	31	MILL ROAD
35012617771	SL INCAN 105W OPEN	2	NORTH STREET
35012617771	SL INCAN 105W OPEN	4	NORTH STREET
35012617771	SL INCAN 105W OPEN	6	NORTH STREET
35012617771	SL INCAN 105W OPEN	9	NORTH STREET
35012617771	SL INCAN 105W OPEN	12	NORTH STREET
35012617771	SL HPS50W CUTOFF	13	NORTH STREET
35012617771	SL INCAN 105W OPEN	14	NORTH STREET
35012617771	SL HPS50W RWave	15	NORTH STREET
35012617771	SL Radial Wave Mounting Arm	15	NORTH STREET
35012617771	SL INCAN 105W OPEN	17	NORTH STREET
35012617771	SL INCAN 105W OPEN	18	NORTH STREET
35012617771	SL INCAN 105W OPEN	24	NORTH STREET
35012617771	SL INCAN 105W OPEN	26	NORTH STREET
35012617771	SL INCAN 105W OPEN	29	NORTH STREET
35012617771	SL INCAN 105W OPEN	32	NORTH STREET
35012617771	SL INCAN 105W OPEN	35	NORTH STREET
35012617771	SL INCAN 105W OPEN	38	NORTH STREET
35012617771	SL INCAN 105W OPEN	39	NORTH STREET
35012617771	SL INCAN 105W OPEN	42	NORTH STREET
35012617771	SL INCAN 105W OPEN	44	NORTH STREET
35012617771	SL INCAN 105W OPEN	47	NORTH STREET
35012617771	SL INCAN 105W OPEN	50	NORTH STREET
35012617771	SL INCAN 105W OPEN	54	NORTH STREET
35012617771	SL INCAN 105W OPEN	57	NORTH STREET
35012617771	SL MERC 100W OPEN	5	NORWOOD CAMP LINE
35012617771	SL INCAN 105W OPEN	117	NORWOOD CAMP LINE
35012617771	SL INCAN 105W OPEN	1	NUNANS ROAD
35012617771	SL INCAN 105W OPEN	3	NUNANS ROAD
35012617771	SL HPS50W RWave	5	NUNANS ROAD
35012617771	SL Radial Wave Mounting Arm	5	NUNANS ROAD
35012617771	SL INCAN 105W OPEN	4	OAK STREET

35012617771	SL INCAN 105W OPEN	6	OAK STREET
35012617771	SL INCAN 105W OPEN	7	OAK STREET
35012617771	SL INCAN 105W OPEN	10	OAK STREET
35012617771	SL INCAN 205W OPEN	2	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	6	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	7	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	010	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	010	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	13	OCEAN AVENUE
35012617771	SL HPS100W CUTOFF	015.5	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	16	OCEAN AVENUE
35012617771	SL HPS50W RWave	18	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	18	OCEAN AVENUE
35012617771	SL HPS50W RWave	22	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	22	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	26	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	28	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	29	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	31	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	33	OCEAN AVENUE
35012617771	SL HPS50W RWave	36	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	36	OCEAN AVENUE
35012617771	SL HPS50W RWave	37	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	37	OCEAN AVENUE
35012617771	SL MERC 100W OPEN	39.1	OCEAN AVENUE
35012617771	SL HPS70W CUTOFF	41	OCEAN AVENUE
35012617771	15ΓÇÖ SL Bracket	41	OCEAN AVENUE
35012617771	SL HPS50W RWave	43	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	43	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	45	OCEAN AVENUE
35012617771	SL HPS50W RWave	91	OCEAN AVENUE
35012617771	SL Radial Wave Mounting Arm	91	OCEAN AVENUE
35012617771	SL INCAN 105W OPEN	97	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	24	OCEAN AVENUE
35012617771	SL INCAN 205W OPEN	20	OCEAN AVENUE
35012617771	SL HPS400W CUTOFF	1	OLD BIDDEFORD ROAD
35012617771	SL HPS50W CUTOFF	90	OLD BIDDEFORD ROAD
35012617771	SL INCAN 205W OPEN	1	OLD FORT AVENUE
35012617771	SL INCAN 105W OPEN	4	OLD FORT ROAD

35012617771	SL INCAN 105W OPEN	4	OLD KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	7	OLD KINGS HIGHWAY
35012617771	SL INCAN 105W OPEN	3	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	7	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	10	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	14	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	19	OLD RIVER ROAD
35012617771	SL HPS50W RWave	24	OLD RIVER ROAD
35012617771	SL Radial Wave Mounting Arm	24	OLD RIVER ROAD
35012617771	SL INCAN 105W OPEN	3	PEARL STREET
35012617771	SL INCAN 448W OPEN	94	PIER ROAD
35012617771	SL INCAN 448W OPEN	96	PIER ROAD
35012617771	SL INCAN 105W OPEN	97	PIER ROAD
35012617771	SL INCAN 105W OPEN	99	PIER ROAD
35012617771	SL INCAN 105W OPEN	103	PIER ROAD
35012617771	SL INCAN 105W OPEN	105	PIER ROAD
35012617771	SL INCAN 105W OPEN	108	PIER ROAD
35012617771	SL INCAN 105W OPEN	110	PIER ROAD
35012617771	SL INCAN 105W OPEN	114	PIER ROAD
35012617771	SL HPS50W RWave	117	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	117	PIER ROAD
35012617771	SL HPS100W CUTOFF	122	PIER ROAD
35012617771	SL HPS50W RWave	130	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	130	PIER ROAD
35012617771	SL HPS50W RWave	130.1	PIER ROAD
35012617771	SL Radial Wave Mounting Arm	130.1	PIER ROAD
35012617771	SL INCAN 105W OPEN	4	PLEASANT STREET
35012617771	SL INCAN 105W OPEN	2	PROCTOR AVENUE
35012617771	SL INCAN 105W OPEN	3	SCHOOL STREET
35012617771	SL HPS50W RWave	5	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	5	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	8	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	11	SCHOOL STREET
35012617771	SL HPS50W RWave	13.1	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	13.1	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	15	SCHOOL STREET
35012617771	SL HPS50W RWave	18	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	18	SCHOOL STREET

35012617771	SL HPS50W RWave	22	SCHOOL STREET
35012617771	SL Radial Wave Mounting Arm	22	SCHOOL STREET
35012617771	SL HPS100W ENCLSD	39	SCHOOL STREET
35012617771	SL MERC 100W OPEN	45	SCHOOL STREET
35012617771	SL MERC 175W ENCLSD	60	SCHOOL STREET
35012617771	SL INCAN 105W OPEN	77	SCHOOL STREET
35012617771	SL HPS50W RWave	1	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	3	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	5	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	7	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	8	SOUTH MAIN STREET
35012617771	SL Radial Wave Mounting Arm	8	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	10	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	12	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	14	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	17	SOUTH MAIN STREET
35012617771	SL INCAN 105W OPEN	20	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	24	SOUTH MAIN STREET
35012617771	SL Radial Wave Mounting Arm	24	SOUTH MAIN STREET
35012617771	SL INCAN 205W OPEN	28	SOUTH MAIN STREET
35012617771	SL HPS50W RWave	4	SOUTH STREET
35012617771	SL Radial Wave Mounting Arm	4	SOUTH STREET
35012617771	SL INCAN 205W OPEN	4	STAGE ROAD
35012617771	SL INCAN 205W OPEN	4	SUMMIT AVENUE
35012617771	SL INCAN 205W OPEN	1	TEMPLE STREET
35012617771	SL INCAN 105W OPEN	3	TEMPLE STREET
35012617771	SL HPS50W CUTOFF	4	TEMPLE STREET
35012617771	SL INCAN 105W OPEN	3	TOWNE STREET
35012617771	SL HPS50W RWave	6	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	6	TURBOTT'S CREEK ROAD
35012617771	SL HPS50W RWave	11	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	11	TURBOTT'S CREEK ROAD
35012617771	SL INCAN 105W OPEN	15	TURBOTT'S CREEK ROAD
35012617771	SL HPS50W RWave	17	TURBOTT'S CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	17	TURBOTT'S CREEK ROAD

35012617771	SL INCAN 105W OPEN	20	TURBOTTS CREEK ROAD
35012617771	SL INCAN 105W OPEN	24	TURBOTTS CREEK ROAD
35012617771	SL INCAN 105W OPEN	27	TURBOTTS CREEK ROAD
35012617771	SL HPS50W RWave	31	TURBOTTS CREEK ROAD
35012617771	SL Radial Wave Mounting Arm	31	TURBOTTS CREEK ROAD
35012617771	SL INCAN 105W OPEN	2	UNION STREET
35012617771	SL INCAN 105W OPEN	3	WARD ROAD
35012617771	SL INCAN 105W OPEN	5	WARD ROAD
35012617771	SL INCAN 105W OPEN	15	WARD ROAD
35012617771	SL INCAN 105W OPEN	2	WEST STREET
35012617771	SL INCAN 105W OPEN	4	WEST STREET
35012617771	SL INCAN 105W OPEN	28	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	30	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	35	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	37	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	39	WILDES DISTRICT ROAD
35012617771	SL HPS50W RWave	45	WILDES DISTRICT ROAD
35012617771	SL Radial Wave Mounting Arm	45	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	48	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	51	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	53	WILDES DISTRICT ROAD
35012617771	SL HPS50W RWave	56	WILDES DISTRICT ROAD
35012617771	SL Radial Wave Mounting Arm	56	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	58	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	62	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	65	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	67	WILDES DISTRICT ROAD

35012617771	SL INCAN 105W OPEN	70	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	73	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	77	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	80	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	84	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	88	WILDES DISTRICT ROAD
35012617771	SL MERC 100W OPEN	89	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	91	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	96	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	98	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	100	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	102	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	106	WILDES DISTRICT ROAD
35012617771	SL LED 19W	50.3	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	86H	WILDES DISTRICT ROAD
35012617771	SL INCAN 105W OPEN	4	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	8	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	12	WILDWOOD AVENUE
35012617771	SL HPS50W RWave	13	WILDWOOD AVENUE
35012617771	SL Radial Wave Mounting Arm	13	WILDWOOD AVENUE
35012617771	SL INCAN 205W OPEN	14	WILDWOOD AVENUE
35012617771	SL INCAN 105W OPEN	15	WILDWOOD AVENUE

EXHIBIT B



Request Form for the installation, removal, maintenance and relocation of street light fixtures.

Box 1 (CMP will fill in grayed column)		
Municipality:	Municipal Street/Area Lighting	SAP Customer No: _____
Date Sent:	Request	Account No: _____
Street Name:	Exhibit B	Notification: _____
		Work Order: _____

Please fill out **Box 1** and **Box 2**, and send to your Key Account Manager (KAM). The KAM will create a time estimate and return to you. Please fill out **Box 3** to signify your acceptance of this agreement and return to KAM.

KAM Name: _____ Email Address: _____

Phone: _____ Fax #: _____

Box 2 Additional spaces on next page if required (CMP will fill in grayed columns)											
Pole #	Road Name	No.	Watts	Type	Remove	Install	Maintenance	Relocation	Road Code	Rate Code	Estimated Amount

Notes:

Central Maine Power Company	Municipality Box 3
By (printed name):	By: (printed name)
Date:	Title:
Signature:	Date:
Date Received:	Signature:
Estimated Completion Date:	Complete Request:
Reject Reason:	Drop Request:

Effective Date of Replacement: _____ System Update Completed By: _____ Date: _____

No. Months Remaining: _____ Installed By: _____ Date: _____

EXHIBIT C

Agreed-upon payment dates and [balances] [percentages] for the purchase of the Municipality's street lighting equipment.

100% payment of \$48,798.00 total to be paid upon closing on DATE TBD



Maine Municipal Association

**PO Box 9109
60 Community Drive
Augusta, Maine 04330-9486
(207) 626-5583**

Town of Kennebunkport
PO Box 566
Kennebunkport, ME 04046-0566

INTERIM INVOICE

DATE:	07/29/2020
DUE DATE:	08/28/2020
CERTIFICATE #:	P31120PC2020
INVOICE #:	50817
MEMBER #:	31120
CERTIFICATE CONTRIBUTION:	\$76,746
AMOUNT DUE:	\$870

Property & Casualty Pool

CERTIFICATE PERIOD: 07/01/2020 to 07/01/2021

DESCRIPTION	AMOUNT
Mobile Equipment	\$610
General Liability	\$260

PLEASE RETURN BOTTOM PORTION WITH REMITTANCE

MEMBER	CERTIFICATE #	INTERIM AMOUNT DUE
Town of Kennebunkport	P31120PC2020	\$870

REMIT TO:

**Maine Municipal Association
Property & Casualty Pool
60 Community Drive
Augusta, ME 04330**

AMOUNT ENCLOSED	
INVOICE DATE	
07/29/2020	
DUE DATE	
08/28/2020	
MEMBER #	
31120	
INVOICE #	
50817	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
07/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ann Harris Ins Agency 925 Main Street Waterboro ME 04087 INSURED CAMILLES ELECTRIC LLC PO BOX 1227 BIDDEFORD ME 04005	CONTACT NAME: Ann Harris Ins Agency PHONE (A/C No. Ext.): (207) 282-1997 FAX (A/C No.): (207) 636-8200 E-MAIL ADDRESS: ann@annharrisinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Western Insurance Co</td> <td>10804</td> </tr> <tr> <td>INSURER B: Union Insurance Co.</td> <td>25844</td> </tr> <tr> <td>INSURER C: Acadia</td> <td>31325</td> </tr> <tr> <td>INSURER D: Eastern Alliance Insurance Company</td> <td>10724</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Insurance Co	10804	INSURER B: Union Insurance Co.	25844	INSURER C: Acadia	31325	INSURER D: Eastern Alliance Insurance Company	10724	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Continental Western Insurance Co	10804														
INSURER B: Union Insurance Co.	25844														
INSURER C: Acadia	31325														
INSURER D: Eastern Alliance Insurance Company	10724														
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2072916723 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INED	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA5351423-11	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 PBETE \$ 10,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5351803-11	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUA5366567-11	09/01/2019	09/01/2020	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		0000117299	06/07/2020	06/07/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E I. EACH ACCIDENT \$ 500,000 E I. DISEASE - EA EMPLOYEE \$ 500,000 F I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Electrical Maintenance and Repairs

General Liability coverage is on a primary and non-contributory basis. The Town of Kennebunkport is named as additional insured for ongoing operations and completed operations for General Liability coverage when required by written contract or agreement.

CERTIFICATE HOLDER

(207)967-8470

Town of Kennebunkport
PO Box 566

Kennebunkport

ME 04046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Harris Ins Agency/ANNH

© 1988-2015 ACORD CORPORATION. All rights reserved.

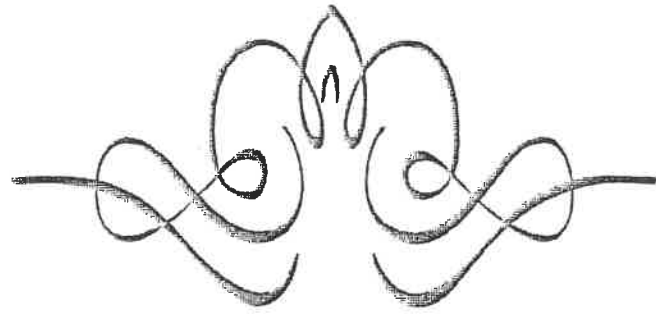
FAX COVER SHEET

TO	Attn: Michael Claus
COMPANY	Town of Kennebunkport
FAX NUMBER	12079678470
FROM	Ann Harris
DATE	2020-07-29 21:29:56 GMT
RE	Camille's Electric LLC Certificate

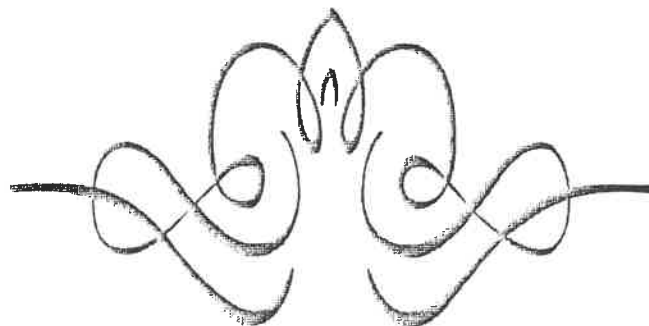
COVER MESSAGE

Please find as follows the requested Certificate of Liability from Camille's Electric LLC for the Town of Kennebunkport.

Thank you,
Chris Castro
Ann Harris Insurance Agency
chris@annharrisinsurance.com
Phn: (207)282-1997
Fax: (207)636-8200



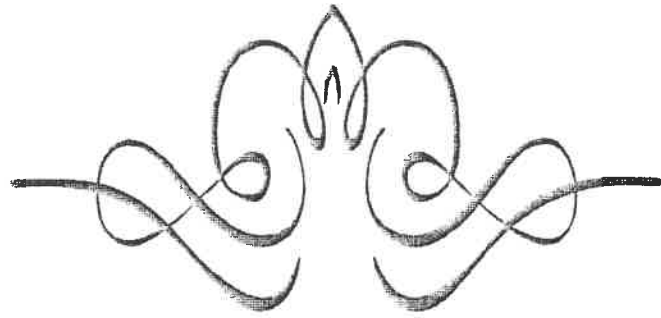
Agenda Item Divider



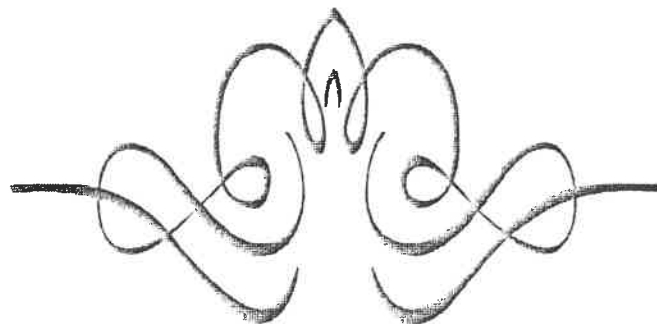
Town of Kennebunkport
FY 20
Carryforwards for Consideration

8

Department			
Account Name	Account Number	Carryforward Request	Reason
Admin - Printing	25-01 20-01	3,311.00	Town report books
Admin - contingency	25-01 12-10	7,000.00	admin emergencies
Admin - Town meeting	25-01 50-02	177.00	food for elections
Admin - Town meeting	25-01 10-09	1,260.00	election workers payroll
Total Admin		11,748.00	
Planning - Mapping	25-12 20-09	3,530.00	Street map update
Total Planning		3,530.00	
Solid waste- monitoring	29-01 50-72	1,543.50	landfill water quality report
Total Solid Waste		1,543.50	
Shade Tree -treatments	31-04 20-17	12,818.00	Elm tree injections
Shade Tree - cutting & pruning	31-04 20-18	400.00	Elm at Wood Rd
Total Shade Tree		13,218.00	
Public Health - supplies	29-02 30-01	3,636.00	office/computer/COVID supplies
Public Health - salaries	29-02 10-01	6,178.00	160 hours of part-time staff coverage
Public Health - building maint	29-02 35-01	800.00	painting deck
Total Public Health		10,614.00	
Police - overtime	27-01 10-10	8,000.00	staff shortage coverages
Police - training	27-01 12-08	2,500.00	taser training
Police - uniforms	27-01 12-12	6,000.00	uniforms
Total Police		16,500.00	
Recreation - Expert/profess	33-01 20-06	2,700.00	top dressing Parsons Field
Recreation - Salaries & wages	33-01 10-01	2,000.00	overtime for LL Bean pop-up weekend
Recreation - Expert/profess	33-01 20-06	3,000.00	turf maint Parsons & Cape Porpoise
Total Recreation		7,700.00	
Fire - PPE	27-03 30-38	311.00	chin & temple straps for helmets
Fire - PPE	27-03 30-38	226.00	turn out boots
Fire - vehicle maint	27-03 35-03	1,303.00	back-up camera - Engine 33
Total Fire		1,840.00	
Highway - street marking	31-01 20-15	7,405.00	street marking
Highway - equipment	31-01 30-03	4,859.00	compressor/tire changers
Highway - salt	31-01 30-13	8,906.00	winter salt
Total Highway		21,170.00	
Debt - Seawall Principal	41-01 45-15	100,000.00	delayed prinicipal payment due in October
Total Debt		100,000.00	due to timing of closing
Contingency - Salaries & wages	37-07 10-01	10,000.00	wage adjustments
Contingency - miscellaneous	37-07 50-01	30,000.00	potential COVID 19 expenses
Total Contingency		40,000.00	
Total FY 20 carryforward requested		227,863.50	

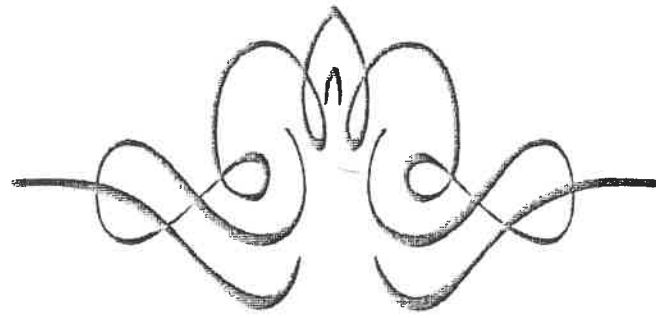


Agenda Item Divider

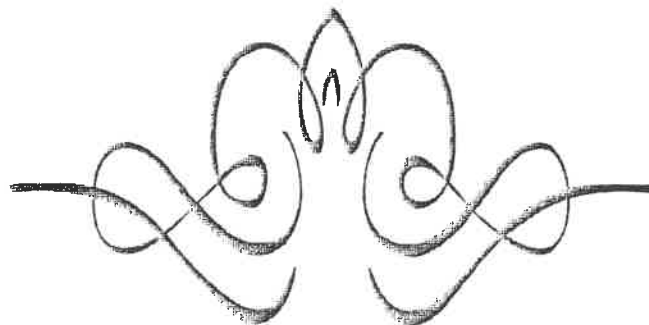


2020 Committee/Board Appointments/Reappointments

Cape Porpoise Pier	Comments	New Term Expires
Peter Eaton	Reappoint.	2021
Benjamin Nunan	Reappoint.	2021
Zandy Talmadge	Reappoint.	2021
Eric Wildes	Reappoint	2021
Shellfish Conservation	Comments	Term Expires
Eric Wildes	Reappoint	2023
Charles Zeiner	Reappoint	2023
Everett Leach	Reappoint	2023



Agenda Item Divider



14

Kennebunkport Public Health

July 21, 2020

ATN: Kennebunkport Board of Selectmen, Laurie Smith-Kennebunkport Town Manager

Please accept this generous gift of \$25.00 in memory of Arnold Cluff to the Nurses general (51-39-50-01) account. This money was granted to Kennebunkport Public Health dept to assist us with any health and social service projects, including Senior enrichments, and our new baby box program as we see fit.

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

KENNETH N. HUTCHINS
JANICE M. HUTCHINS
KATHLEEN H. ANUSZEWSKI
PH. 207-967-2785
103 WILDES DISTRICT RD.
KENNEBUNKPORT, ME 04046

52-7450/2112

4013

DATE

7/13/20

PM

PAY TO
THE ORDER OF

K. PORT PUBLIC HEALTH

\$ 25⁰⁰/₁₀₀

FOURTY FIVE AND 00/100

DOLLARS

Heat
Reactive
Ink



Kennebunk
Savings

MEMO

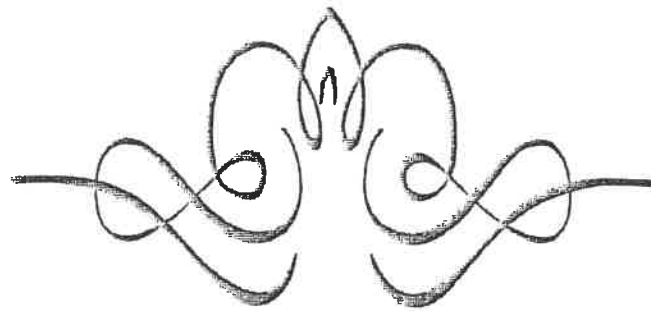
IN MEMORIAM OF PARADISE

Kenneth N. Hutchins

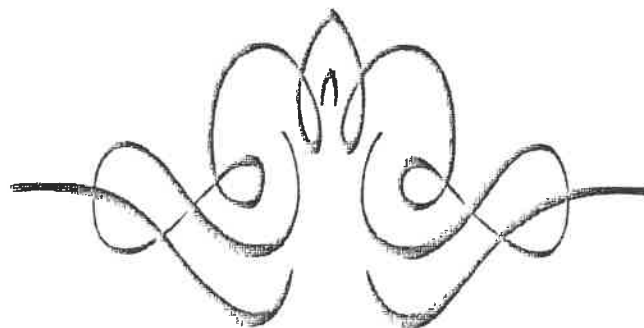
MP

013

NO HEAT-REACTIVE INK. DETAILS ON BACK.



Agenda Item Divider





15a

Maine Municipal Association

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

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

FROM: Stephen W. Gove, MMA Executive Director

DATE: July 27, 2020

SUBJECT: MMA Annual Election - Vice President and Executive Committee Members

Deadline: Friday, August 21, 2020 by 12:00 noon

Nomination Process – Each year member municipalities have an opportunity to vote in the election of the proposed MMA Vice President and municipal officials to serve on the MMA Executive Committee. A five-member Nominating Committee was appointed in March to review nominations submitted by municipal officials and conduct interviews with those municipal officials qualifying for and interested in serving as the MMA Vice President and Executive Committee. The MMA Nominating Committee completed its task in May and put forth a Proposed Slate of Nominees for 2020 to member municipalities.

Petition Process – As part of the May mailing, information was also provided on the MMA Petition Process. Pursuant to the MMA Bylaws, nominations may also be made by Petition signed by a majority of the municipal officers in each of at least 5 member municipalities. The deadline for receipt of nominations by petition was Friday, July 10, by 4:30 pm. There were no municipal officials nominated by petition.

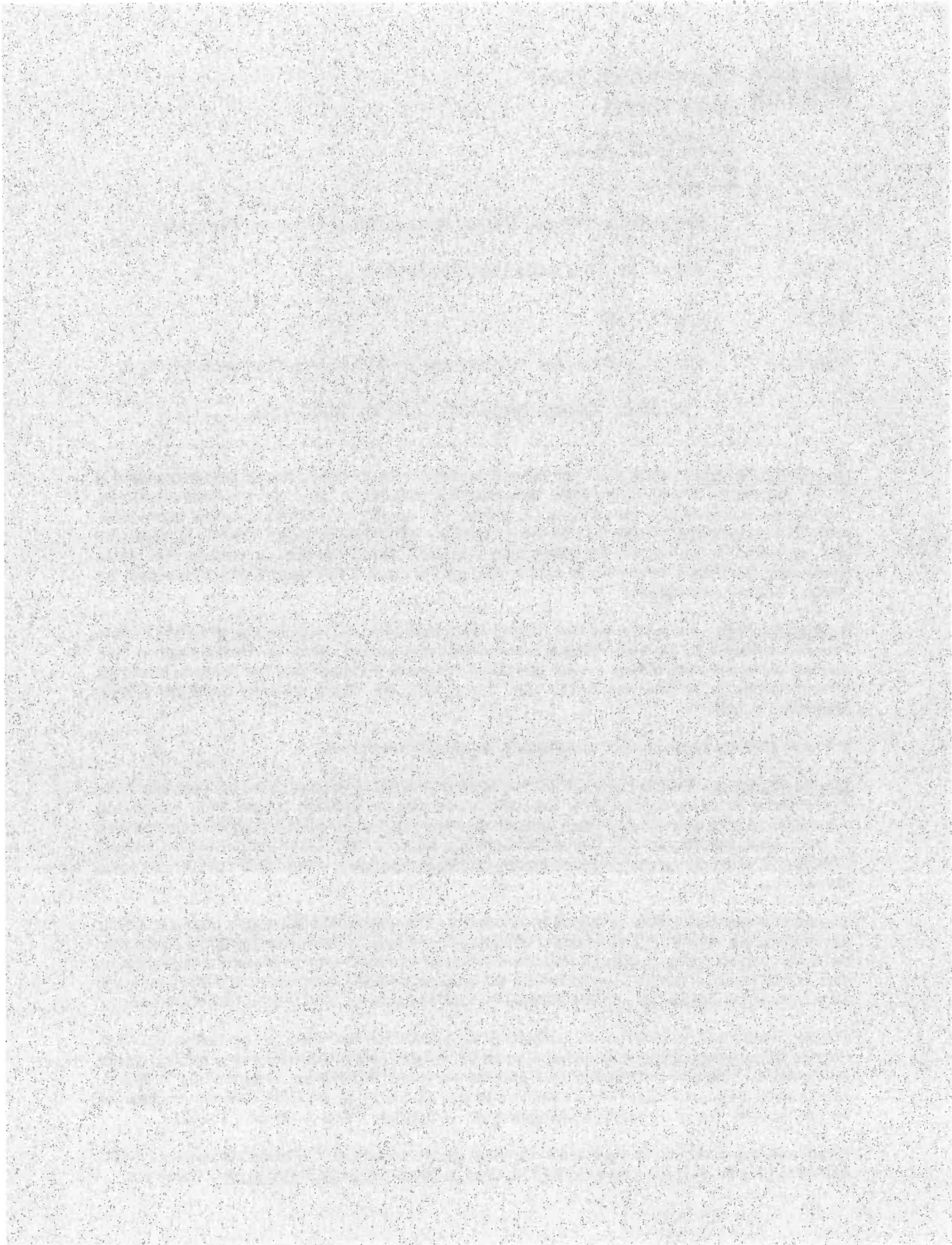
It is now time for each member municipality to cast its official vote.

Election Process – Enclosed you will find the MMA Voting Ballot which includes the proposed Slate of Nominees to serve on the MMA Executive Committee as selected by the MMA Nominating Committee. A brief biographical sketch on each nominee listed on the MMA Voting Ballot is enclosed for your reference. You will note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition, as noted above.

The MMA Voting Ballot must be signed by a majority of the municipal officers or a municipal official designated by a majority of the municipal officers, and received by the Maine Municipal Association by 12:00 noon on Friday, August 21. We have enclosed a self-addressed self-stamped envelope for your convenience. The MMA Voting Ballots will be counted that afternoon and the election results confirmed under the direction of MMA President Christine Landes, City Manager, City of Gardiner.

Election results will be available by contacting the MMA Executive Office or by visiting the MMA website at www.memun.org on Monday, August 24. A formal announcement of the election results will be made at the MMA Annual Business Meeting being held Wednesday, October 7, at 11:00 a.m. Newly elected Executive Committee members will be introduced at the MMA Awards Luncheon as well as the MMA Annual Business Meeting and will officially take office on January 1, 2021.

If you have any questions on the Election Process, please contact me or Theresa Chavarie at 1-800-452-8786 or in the Augusta area at 623-8428, or by e-mail at tchavarie@memun.org. Thank you.



**MAINE MUNICIPAL ASSOCIATION
BIOGRAPHICAL SKETCH OF
PROPOSED SLATE OF NOMINEES FOR 2021 EXECUTIVE COMMITTEE**

**MMA VICE PRESIDENT
(1-Year Term)**

JAMES BENNETT (CITY MANAGER, CITY OF BIDDEFORD)

Professional & Municipal Experience:

- City of Biddeford, Maine – City Manager (August 2015 – present)
- Adjunct Professor, USM Muskie School, Masters level courses: (1) Public Budgeting and Finance, and (2) Managing Towns and Municipalities
- City of Presque Isle, Maine – City Manager (March 2010 - July 2015)
- Town of Sabattus, Maine – Interim Town Manager (September 2009 – March 2010)
- City of Lewiston, Maine – City Administrator (March 2002 – July 2009)
- Town of Westbrook, Maine – Administrative Assistant to the Mayor (October 1996 – March 2002)
- Town Old Orchard Beach, Maine – Town Manager (May 1990 – October 1996)
- Town of New Gloucester, Maine – Town Manager (February 1988 – May 1990)
- Town of Dixfield, Maine – Town Manager (February 1986 – February 1988)
- Town of Lisbon, Maine – Selectman (May 1982 – February 1986) Vice Chairman (1985 – 1986)

Other Experience, Committees and Affiliations:

- Member, Maine Municipal Association (MMA) Executive Committee (1992 – 1996) (2018 – present)
- Member, MMA Property & Casualty Pool Board of Directors (1992 – 1996) (2018 – present)
- Member, MMA Workers Compensation Fund Board of Trustees (1992 – 1996) (2018 – present)
- Member, MMA Strategic & Finance Committee (1995 - 1996, 2018 – present); Chair (1995 -1996, 2019-2020)
- Member, Governor’s Municipal Advisory Committee (1992 – 1996) (2019 – present)
- Member, MMA Legislative Policy Committee (served as member many years since 1990)
- Co-developed and presented 2020 MMA Webinar “Budgeting in Uncertain Times” in response to COVID-19
- Frequent presenter on behalf of MMA Training: Basic Budgeting since 1993; Cash Management for Municipalities since late 1990s; Top Ten Things I wish I Was Told Earlier in My Career since 2014, Leadership Training since 2018
- President, International City/County Management Association (2014 – 2015); Regional Vice President, (2008 – 2011) Chairperson, Conference Planning Committee, (2007 – 2008); Committee Member (various years 1997 – 2011); Small Community Task Force (1999 – 2001)
- ICMA Emerging Leaders Development Program Facilitator (2007 – present)
- President, Maine Town & City Management Association (1998 –1999); Board of Directors (1991 – 2000)
- President, Aroostook Municipal Association (2012 – 2014)
- Executive Board, Northern Maine Development Commission (2010 – present)
- Chairperson, Aroostook Tourism Committee (2011 – 2013)
- Member, Revolving Loan Committee, Northern Maine Development Commission (2010 – present)
- Executive Board, Maine Service Center Coalition (2011 – present)
- Treasurer, Martindale Country Club (2005 – 2008)
- Treasurer, Kora Clown Shrine Unit (2004 – 2008)
- Kora Divan, Kora Shriners (2004-2006; 2019 - present)
- Worshipful Master, Ancient York Lodge of Free and Accepted Masons (2007)
- Chairman and Founder, Ginger Bennett Memorial Scholarship Fund (2003 – present)
- Chairman, Joseph Graziano Memorial Scholarship Fund (2004 – 2012)

Education:

- Master of Business Administration, University of Southern Maine
- Bachelor of Science, Business Administration, University of Southern Maine
- Associate of Science, Accounting, Bentley College

Awards and Certifications:

- ICMA Legacy Leader since 2008
- All –America City, National Civic League (LEW) 2007
- Public Service Leadership Award, Androscoggin Chamber of Commerce 2006
- Maine Town and City Management Association’s “Linc Stackpole Manager of the Year” August 2003
- ICMA Credentialed Manager since 2002 (*initial year of program*)
- MTCMA Certified Municipal Manager since 1993

- Tony's Major Muffler Mechanic, Presque Isle, Maine
- Power's Roofing and Sheet Metal, Caribou, Maine
- Bacon Chevrolet General Mechanic, Greenwich, Ohio
- United States Air Force Sargent, Loring, Maine, Keflavic NAS, Iceland
- Saranac Central School System, Library Assistant, Saranac, New York

Education:

- University of Maine at Presque Isle, completed semester (left due to financial obligations)
- School Without Walls, Washington DC, completed high school education
- Ballou High School, Washington DC
- Saranac Central Elementary, Jr. and High School, Saranac, New York
- Conner Elementary School, Long Beach, Mississippi

Awards and Certifications:

- Maine Preservation Honor Award (November 2014)
- Paint and Plaster Repair Seminar (January 2007)
- Maine Preservation Honor Award (May 2006)
- Four Barrel Carburetor Systems (January 1985)
- Computer Command Control Fundamentals (January 1985)
- Transportation Award (June 1983)
- NCO Orientation Phase II – Security (March 1983)
- Steering Systems, Power Brakes, Wheel Alignment and Wheel Balancing (November 1980)
- Air Force Office of Safety and Health (November 1979)
- General Purpose Mechanic Course (September 1979)

DIANE HINES (TOWN MANAGER, TOWN OF LUDLOW & REED PLANTATION)

Professional & Municipal Experience:

- Town of Reed Plantation, Maine, Town Manager (2015 – Present)
- Town of Ludlow, Maine, Town Manager (2010 – Present)
- Town of Hammond, Maine Town Administrator (2006 – 2014)
- Member, Maine Municipal Association, Legislative Policy Committee
- Treasurer, Aroostook Municipal Association

Other Experience, Committees and Affiliations:

- Southern Aroostook Community School – Mathematics Teacher (2009 – 2010)
- Wood Prairie Farm, Bridgewater, Maine – Shipping Room Manager (2008 – 2009)
- Hines Sculpture and Stone Work, Hammond, Maine, Self Employed (1995 – 2012)
- Camden-Rockport School District, Camden, Maine – Substitute Teacher (1994)
- Fogg's Home Center, Houlton, Maine – Assistant Manager Home/Garden (1992 – 1994)
- MSAD #29, Houlton, Maine – Substitute Teacher (1985 – 1992)
- McLaughlin Textile, Houlton, Maine – Assistant Manager/Sales (1981 – 1985)
- Maine Glove Company, Houlton, Maine – Assistant Manager and trainer 1979 – 1981)

Education:

- University of Maine at Presque Isle, Presque Isle, Maine (Secondary Education Certification) (1994)
- Philadelphia College of Textiles and Science- Philadelphia, Penna, (B.S. Textile Design) (1974)
- SAD#29 School Board (2002 – 2007)
- Maine Municipal Association - Training Programs (2006 – 2018)
- Public Relations Chair, Houlton Rotary Club (2014 – 2018)

MMA EXECUTIVE COMMITTEE MEMBERS **(3-Year Terms)**

ROBERT BUTLER (CHAIR OF SELECTBOARD, TOWN OF WALDOBORO)

Professional & Municipal Experience:

- Town of Waldoboro, Select Board Chair (first year of third non-consecutive term)
- Town of Waldoboro committees, including: Budget Committee, Economic Development Committee, Culinary Arts Committee, Sylvania Task Force, Communications and Technology Committee, Town Manager Search Committee and A.D. Gray Committee, Water Department Committee
- Waldoboro Public Library, Treasurer
- Waldoboro Public Library, Member of Board of Trustees
- Waldoboro Business Association, Member, Board
- Municipal Review Committee, Member, Board

Other Experience, Committees and Affiliations:

- Peace Corps, Afghanistan 1968-1970: Taught English as a foreign language in a rural village in the Kuz Konar District of Nangrahar Province and at the Institute of Civil Aviation, Kabul
- Ashland Oil Company, Beirut, Lebanon: Middle East Representative
- Arabian American Oil Company, Dhahran, Saudi Arabia: Government Relations and Contracting Rep
- Bank of Boston, Boston, MA and Tehran, Iran: Middle East Africa Division, Credit Analyst and Middle East Representative
- The National Commercial Bank, Dammam, Saudi Arabia: Head of Corporate Banking, Eastern Province
- Mount Street Holdings, London, England and Al-Khobar, Saudi Arabia: Partner and Financial Advisor
- A.I.N.V. (Arizona), Inc., President. Holding company for a private Saudi investment in a jojoba plantation located in Hyder, Arizona, which my wife and I subsequently purchased.
- Cottonwood Creek, Madera, California, Manager: Certified Organic Grape and Almond farm
- Boston Jojoba Company/The Jojoba Company, President and Co-Owner with my wife. Founded to purchase jojoba seeds and to process and market pure, unrefined golden jojoba world-wide. My wife and I sold the business to Israeli growers in September 2018. She retired immediately upon the sale. I retired in April 2019

Education:

- BA/MA German Literature, The Johns Hopkins University, Baltimore, Maryland (1968)
- MA International Relations, The Johns Hopkins University School of Advanced International Studies (1972)
- Middle East Center for Arab Studies, Shemlan, Lebanon (1973), Advanced Arabic
- MBA Boston University, Boston, Massachusetts (1980)

TERRY HELMS (SELECTPERSON, TOWN OF GRAND ISLE)

Professional & Municipal Experience:

- Town of Grand Isle, Selectperson (July 2015 – present)

Other Experience, Committees and Affiliations:

- Assisted in organizing Congrès Mondial Acadien event in northern Maine as part of the Maine Regional Coordinating Committee and Executive Committee
- Self-employed: TH Enterprises, Caribou, Limestone, Lille and Grand Isle, Maine
- Historic Restoration Specialist
- Tom Sawyer Waste Management, Caribou, Maine



MAINE MUNICIPAL ASSOCIATION

VOTING BALLOT

Election of MMA Vice President and Executive Committee Members

Deadline for Receipt of Voting Ballots – 12:00 noon on Friday, August 21, 2020

VICE-PRESIDENT - 1 YEAR TERM

Vote for One

Proposed by MMA Nominating Committee:

James Bennett, City Manager, City of Biddeford

☐

EXECUTIVE COMMITTEE MEMBERS - 3 YEAR TERM

Vote for Three

Proposed by MMA Nominating Committee:

Robert Butler, Chair of Selectboard, Town of Waldoboro

☐

Terry Helms, Selectperson, Town of Grand Isle

☐

Diane Hines, Town Manager, Town of Ludlow & Reed Plantation

☐

Please note that unlike municipal elections, MMA does not provide for "Write-in Candidates" since our process includes an opportunity to nominate a candidate by petition.

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

Date: _____ Municipality: _____

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

Print Name: _____

Signature: _____

Position: _____

OR Signed by a Majority of Municipal Officers

Current # of Municipal Officers: _____

Print Names:

Signatures:

Return To:

MMA Annual Election
Maine Municipal Association
60 Community Drive
Augusta, Maine 04330
FAX: (207) 626-3358
Email: rlambert@memun.org