



# TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

## **Board of Selectmen/Assessors Agenda**

**Village Fire Station – 32 North Street**

**November 12, 2015 – 6 PM**

1. Call to Order.
2. Executive session per (MRSA 1, §405-6E) to discuss the 80B appeal on the Grist Mill Project.
3. 7 PM—Approve the October 22, 2015, selectmen meeting minutes.
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.).
5. Presentation of fiscal year 2015 audit by Ryan Cormier of Runyon, Kersteen and Ouellette.
6. Consider bonding Wastewater Department capital projects.
7. Consider appointment of James McMann to the Growth Planning Committee.
8. Discuss request from residents regarding parking and sidewalks on West Street and Oak Street.
9. Recommendation from the Goose Rocks Beach Advisory Committee regarding installation of pedestrian way on New Biddeford Road.
10. Authorize the Town Manager to award contract for construction management services for the police department project.
11. Authorize the demolition at 135R Marshall Point Road for training purposes.
12. Award bids for the Fire Department.
  - a. Authorize the purchase of a new fire engine through the Houston-Galveston Cooperative.
  - b. Hydraulic tools bid.

13. Report on Special Events Policy.
14. Authorize the Town Manger to sign the lease agreement with the Goose Rocks Beach Fire Company.
15. Authorization of amendment to consent agreement with Fishing Pole Lane, LLC.
16. Review and adoption of fiscal year 2017 budget development schedule.
17. Approve street opening permit for John Fitzpatrick for Oak Ridge Road to remove one culvert and install two 12" culverts.
18. Accept \$1,500 donation from the St. Ann's Episcopal Church for the Kennebunkport emergency fuel account.
19. Meet as Assessors to consider the abatement request for Edward and Susan Dolan for 300 Ocean Avenue (Map 20, Block 4, Lot 40) in the amount of \$1,239.70.
20. Authorize the Town Manager to sign a corrected Quit Claim Deed to Habitat for Humanity.
21. Discuss holiday schedule.
  - a. Second meeting in November falls on Thanksgiving (Recommended date Tuesday, November 24).
  - b. Second meeting in December falls on Christmas Eve. Recommended date Tuesday, December 22).
  - c. Town Offices closing at noon on December 24.
  - d. Town Offices closing for two hours on December 10 for employee holiday luncheon.
21. Other business.
22. Approve the November 12, 2015, Treasurer's Warrant.
23. Adjournment.

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**Town of Kennebunkport  
Board of Selectmen Meeting  
Village Fire Station-32 North Street  
October 22, 2015 – 7:00 PM**

Minutes of the Selectmen Meeting of October 22, 2015

**Selectmen present:** Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, Edward W. Hutchins, and Sheila Matthews-Bull

**Others present:** Barbara Barwise, Michael Davis, Paul Hogan, David James, Arlene McMurray, Phil Morse, Laurie Smith, and others

**1. Call to Order.**

Chair Matthews-Bull called the meeting to order at 7 PM.

**2. Approve the October 8, 2015, selectmen meeting minutes.**

**Motion** by Selectman Hutchins, seconded by Selectman Daggett, to approve the October 8, 2015, selectmen meeting minutes. **Vote:** 4-0-1/Selectman Briggs abstained because he was not present at that meeting.

**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.).**

There were no comments.

**4. Public hearing for amendment to the Animal Control Ordinance.**

Chair Matthews-Bull opened the public hearing at 7:01 PM. Hearing no comments, she closed the public hearing at 7:01 PM.

**6. Award the contract for information technology support services.**

Since Phil Morse was not present, the Board addressed item 6 next.

Town Manager Laurie Smith said she received three responses to her request for proposals for information technology services. A committee consisting of Ms. Smith, Police Chief Craig Sanford, Deputy Chief Kurt Moses, and Director of Planning and Development Werner Gilliam interviewed the three vendors: Systems Engineering, Burgess, and WinXnet. The Committee recommended awarding the bid to Burgess.

**Motion** by Selectman Daggett, seconded by Selectman Barwise, to award the bid for information technology services to Burgess for an annual cost up to \$35,000. **Vote:** 5-0.

**5. Request from Phil Morse: Seashore Trolley Museum to support the application for DOT grant funds.**

Phil Morse explained the history of some of the trolley cars and his reason for wanting to restore the Narcissus. The town supported previous applications for DOT grant funds.

**Motion** by Selectman Matthews-Bull, seconded by Selectman Barwise, to allow the Town Manager to endorse and sign any paperwork for the completion of this project. **Vote:** 5-0.

**7. Abatement for Arthur Levin and Joan Rozolis for 11 New Biddeford Road, (Map 35, Block 6, Lot 1) for \$364.21.**

**Motion** by Selectman Barwise, seconded by Selectman Daggett, to approve the abatement for Arthur Levin and Joan Rozolis of 11 New Biddeford Road, (Map 35, Block 6, Lot 1) for \$364.21 as recommended by Assessors Agent Donna Moore Hayes. **Vote:** 5-0.

**8. Assignment of capital reserve funds per the Fund Balance Policy.**

Ms. Smith explained that the Fund Balance Policy states that when the general fund budget is at the 18% level, anything over that would get transferred to a capital reserve account. She would like the final audit to show the transfer of those funds. She said the fiscal year 2015 audit will be presented at the next meeting.

**Motion** by Selectman Barwise, seconded by Selectman Hutchins, to transfer \$686,893 of the general fund balance to the capital reserve account. **Vote:** 5-0.

**9. Other business.**

**a. Matt Lanigan Bridge.**

Ms. Smith said that the state is still in the design process. The DOT decided to go with the upstream pedestrian bridge. The plans are for the bridge to be closed from April 1, 2017, to May 15, 2017. She said the next step is for a public meeting with the state, probably at the high school sometime in November.

**b. Government Wharf project.**

Ms. Smith said that Town will receive \$250,000 for the Government Wharf dredging project and much of the permitting is already done. The estimated costs are \$1,000,000, and she is trying to reduce costs to the \$600,000 range.

The Board would like input from the fishermen at Government Wharf.

**c. Police Department construction update.**

Ms. Smith said she met with the architects and reviewed plans, and got feedback from neighbors. The construction manager interviews for this project will occur next week. There are three to be interviewed.

**d. Silas Perkins Park ribbon cutting.**

Ms. Smith invited everyone to attend the Silas Perkins Park rededication tomorrow at 10 AM.

Chair Matthews-Bull said the Prelude schedule is being printed next week and nonprofits should contact her if they have anything to add.

Ms. Smith said Attorney Ralph Austin notified her regarding Fishing Pole Lane at Hidden Pond. The patio no longer has a setback issue. The deadline for removal is November 15. It will not go to Planning Board review until November 18. They would like to amend the consent agreement so they would not have to remove the patio, and therefore pay a fine of \$100 a day after November 15. She asked for the Board's opinion.

Most of the Board members would like to keep the penalties in place with the exception of Selectman Barwise. They believe there is a standard that should be followed and that this was their agreement.

Ms. Smith made the following announcements:

- Absentee ballots are available at the Town Clerk's Office for the November 3, 2015, election.
- The Town Clerk/Registrar of Voters will hold evening hours at Town Hall on October 28, 2015, from 4:30 PM to 6:30 PM.
- The last day to request a "no excuse" absentee ballot for this election is Thursday, October 29, 2015 by 4:30 PM.
- Help fill the Parks and Recreation bus located at the 32 North Street parking lot with nonperishable food items and personal needs supplies on Election Day. Health Council members will accept donations from 8 AM to 4 PM. There will also be a collection jar for those who wish to make monetary donations. Checks are to be directed to the Church Outreach Services.
- Secret Santa applications are available at the Public Health Office. Forms should be returned no later than November 12, 2015.

**10. Approve the October 22, 2015, Treasurer's Warrant.**

**Motion** by Selectman Daggett, seconded by Selectman Briggs, to approve the October 22, 2015, Treasurer's Warrant.

**11. Adjournment.**

**Motion** by Selectman Barwise, seconded by Selectman Daggett, to adjourn.

The meeting adjourned at 7:52 PM.

Submitted by

Arlene McMurray  
Administrative Assistant

# Town of Kennebunkport

## FINANCIAL OVERVIEW

Presented by:

Ryan Cormier and Kathy Tyson

*RUNYON KERSTEEN OUELLETTE*

Recently, the Town of Kennebunkport completed the financial audit process for the year ended June 30, 2015. We are pleased to report that the Town's financial statements received an unmodified opinion, which means the financial statements are fairly stated in all material respects. The remainder of this publication is dedicated to providing you with the financial results for fiscal year 2015, and comparative information for prior years. We hope you find this information useful and understandable. We would also like to take this opportunity to congratulate the Town on receiving a CAFR award for the 2014 financial statements. Thanks to all your staff who were helpful to us during the audit. Special thanks to Jennifer Lord for all her hard work!

### About this presentation

This presentation is intended as a tool to assist the Board of Selectmen and management in understanding its financial operating results. The information contained in this publication should be read in conjunction with the comprehensive annual financial report and should not be used for any other purposes without the expressed consent of *RUNYON KERSTEEN OUELLETTE*.

Please contact us at 207-773-2986 or 1-800-486-1784  
20 Long Creek Drive, South Portland, ME 04106



### Inside

1. General Fund Assets
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11. Proprietary Funds – Operating Results
12. Sewer (Wastewater) Fund History of Unrestricted Net Position
13. Other Nonmajor Funds - Fund Balances at June 30, 2015

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# Town of Kennebunkport

## GENERAL FUND ASSETS



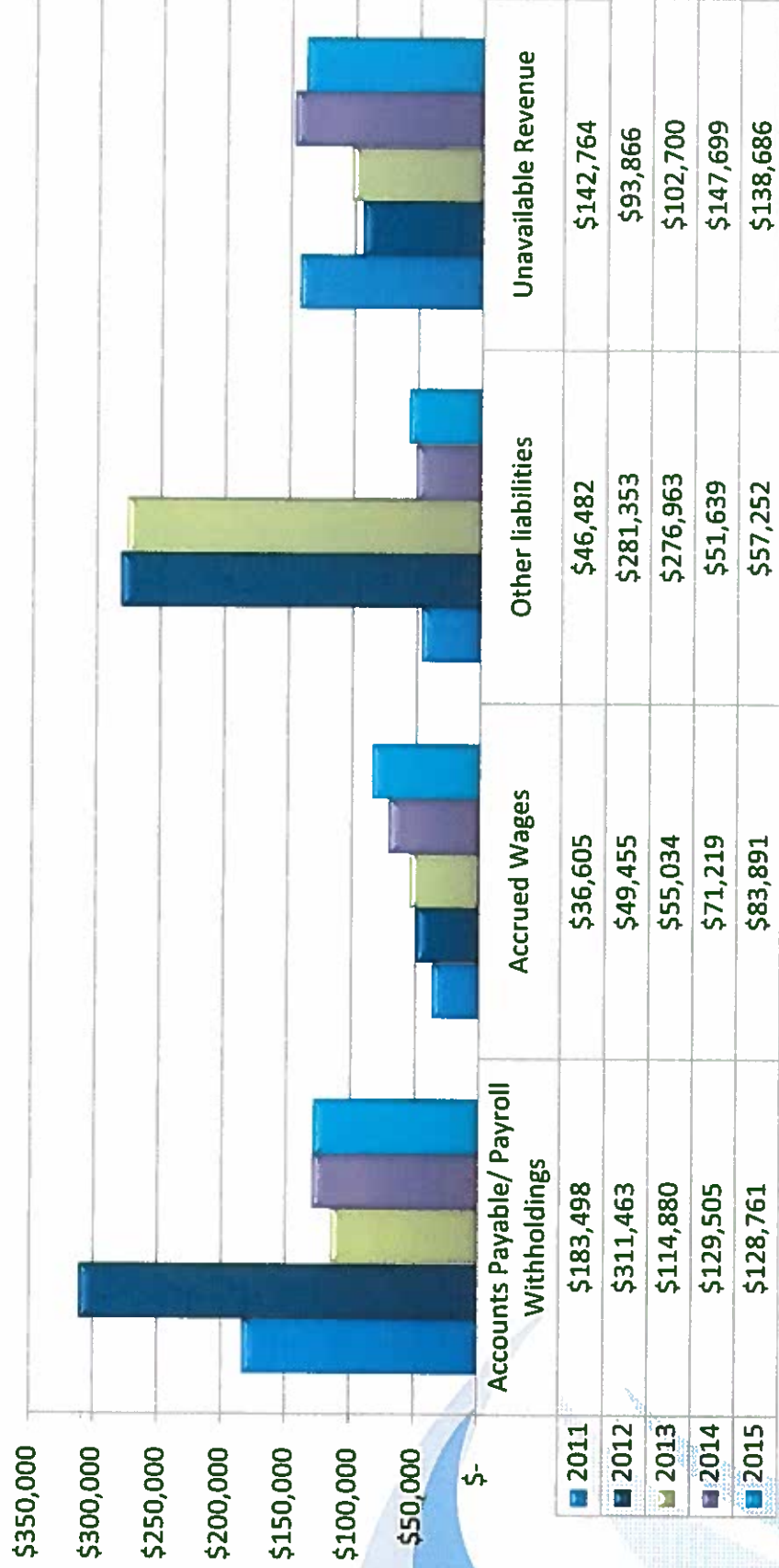
### Observations:

- Cash and investments have not changed significantly since 2011. Cash and investments are shown net of interfund loans which represents the share of the pooled cash belonging to other funds.
- Outstanding taxes and liens increased by \$32,200. The collection rate remained fairly steady at approximately 99%, but the total taxes committed was up slightly in 2015.
- Accounts receivable increased significantly in 2015 due to a outstanding receivable from the State of Maine Department of Transportation for \$93,050.



# Town of Kennebunkport

## GENERAL FUND LIABILITIES

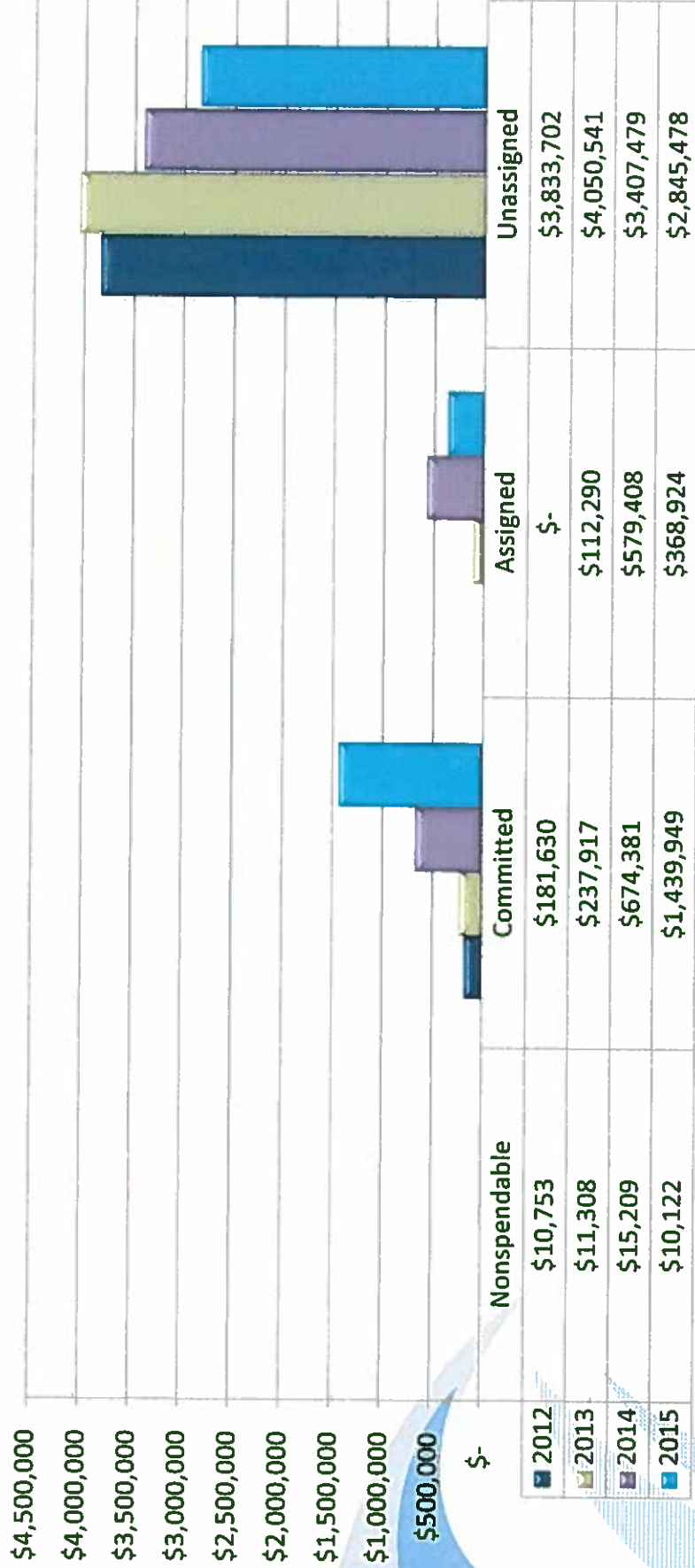


### Observations:

- Unavailable revenue represents taxes still unpaid 60 days after the end of the year. These amounts are not recognized as revenues in the current year.
- The significant decrease in other liabilities for 2014 as compared to both 2012 and 2013 was due to the expiration of a performance bond.

# Town of Kennebunkport

## GENERAL FUND EQUITY



### Observations:

- Committed fund balance changes annually based on the status of projects and appropriations. Detail of the Town's committed fund balances can be seen on page 46 of the financial statements. The large increase in 2015 is due to the new capital reserve account set up as a result of the Town's new fund balance policy (\$686,893).
- Assigned fund balance represents encumbrances at year end (open purchase orders).
- Unassigned fund balance was reduced in 2015 due to the creation of the new capital reserve account mentioned above.

# Town of Kennebunkport

## GENERAL FUND BALANCE - COMPARED WITH POLICY

“It is the policy of the Town of Kennebunkport to maintain unassigned fund balance in the general fund at a minimum of two months of general fund expenditures (or 18%) measured on a GAAP basis. Any unassigned funds in excess of the 18% target balance will be transferred to capital reserve accounts for projects identified in the Capital Improvement Plan.”

TOTAL GF EXPENDITURES (Per Stmt. 4) \$ 15,808,211

PER TOWN'S FB POLICY ONLY 18% REMAIN UNASSIGNED x 18%

TOTAL ALLOWABLE UNASSIGNED FB PER FB POLICY 2,845,478

TOWN UNASSIGNED FB PRIOR TO COMPLIANCE WITH POLICY 3,532,371

PER TOWN'S FB POLICY (above) (2,845,478)

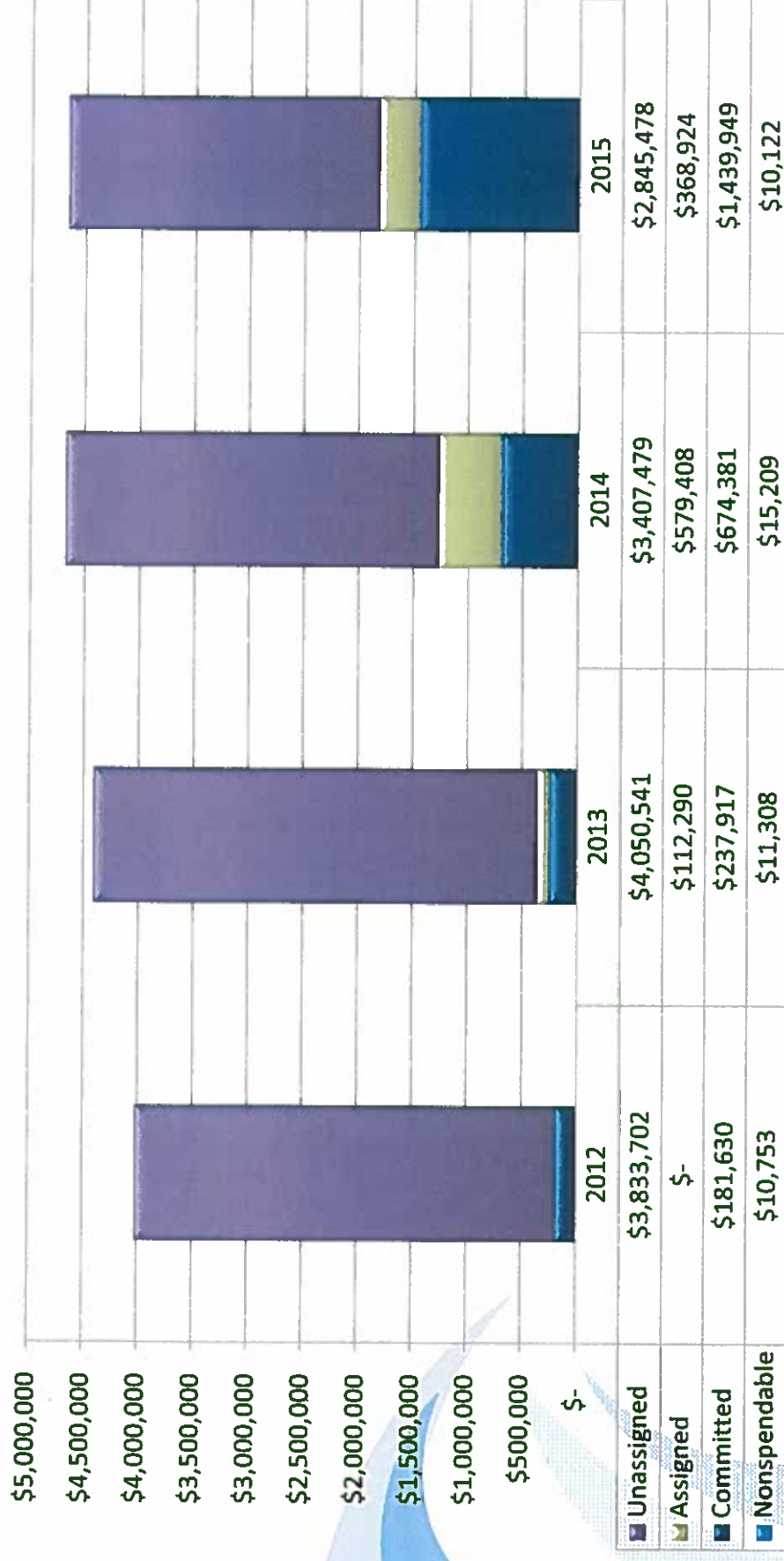
AMOUNT TRANSFERRED TO CAPITAL RESERVE \$ 686,893



Runyon Kersteen Ouellette

# Town of Kennebunkport

## GENERAL FUND BALANCE ANALYSIS



### Observations:

- The Town's new adopted fund balance policy calls for 18% of expenditures being retained in unassigned fund balance. This resulted in a shift from unassigned to committed fund balance.



# Town of Kennebunkport

## GENERAL FUND REVENUES

	Budget	Actual	Variance
Property taxes	\$ 14,320,357	\$ 14,335,098	\$ 14,741
Excise taxes	813,500	895,501	82,001
Intergovernmental revenues	283,276	321,750	38,474
Licenses and permits	178,660	208,239	29,579
Charges for services	330,169	396,588	66,419
Interest earned	35,000	34,383	(617)
Other revenues	242,172	295,638	53,466
<b>Total revenues</b>	<b>16,203,134</b>	<b>16,487,197</b>	<b>284,063</b>
Transfers in	256,800	256,800	-
Utilization of prior year surplus	500,000	-	(500,000)
Utilization of carryforward balances	523,339	-	(523,339)
<b>Total revenue and other sources</b>	<b>\$17,483,273</b>	<b>\$ 16,743,997</b>	<b>\$ (739,276)</b>

### Observations:

- Excise taxes exceeded budget by \$82,001 due to the difficulty of budgeting this type of revenue.
- Charges for services were over budget mainly due to parks and recreation revenue and Goose Rocks fees being higher than expected.
- Other revenues were over budget largely due to the unbudgeted donations.

# Town of Kennebunkport

## GENERAL FUND EXPENDITURES

	Budget	Actual	Variance
General government	\$ 1,630,791	\$ 1,341,726	\$ 289,065
Public safety	2,340,400	2,196,148	144,252
Public works	1,039,052	1,031,478	7,574
Health and welfare	672,796	661,460	11,336
Recreation and culture	590,323	488,199	102,124
County tax	1,124,614	1,124,614	-
Education	7,837,533	7,837,533	-
Debt service	279,180	279,180	-
Capital improvements	1,682,747	837,389	845,358
Transfers out	285,837	947,790	(661,953)
<b>Total expenditures and transfers</b>	<b>\$ 17,483,273</b>	<b>\$ 16,745,517</b>	<b>\$ 737,756</b>

### Observations:

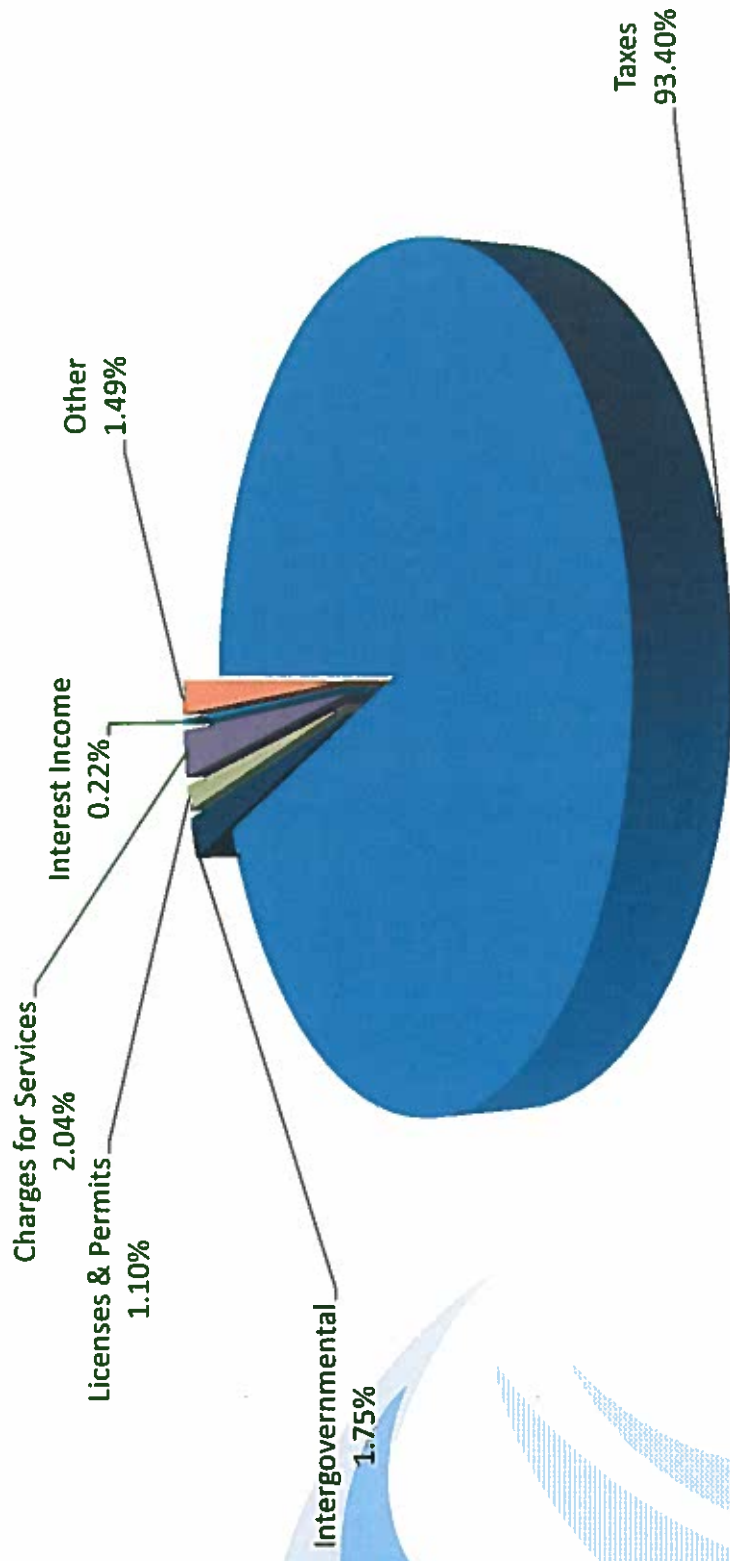
- General Government was under budget mostly due to lower-than-expected legal fees (\$79,967) and overlay (\$117,727) which is included in this category.
- Public Safety was under budget mostly due to lower-than-expected amounts for the Police Department (\$75,650), Fire Department (\$42,699) and Communications (\$24,915).
- Recreation and culture was under budget mostly due to amounts being carried forward for the Goose Rocks Beach Committee (\$100,087).
- Capital improvement expenditures were under budget as projects were still underway at year end and amounts were carried forward to future years.



Runyon Kersteen Ouellette

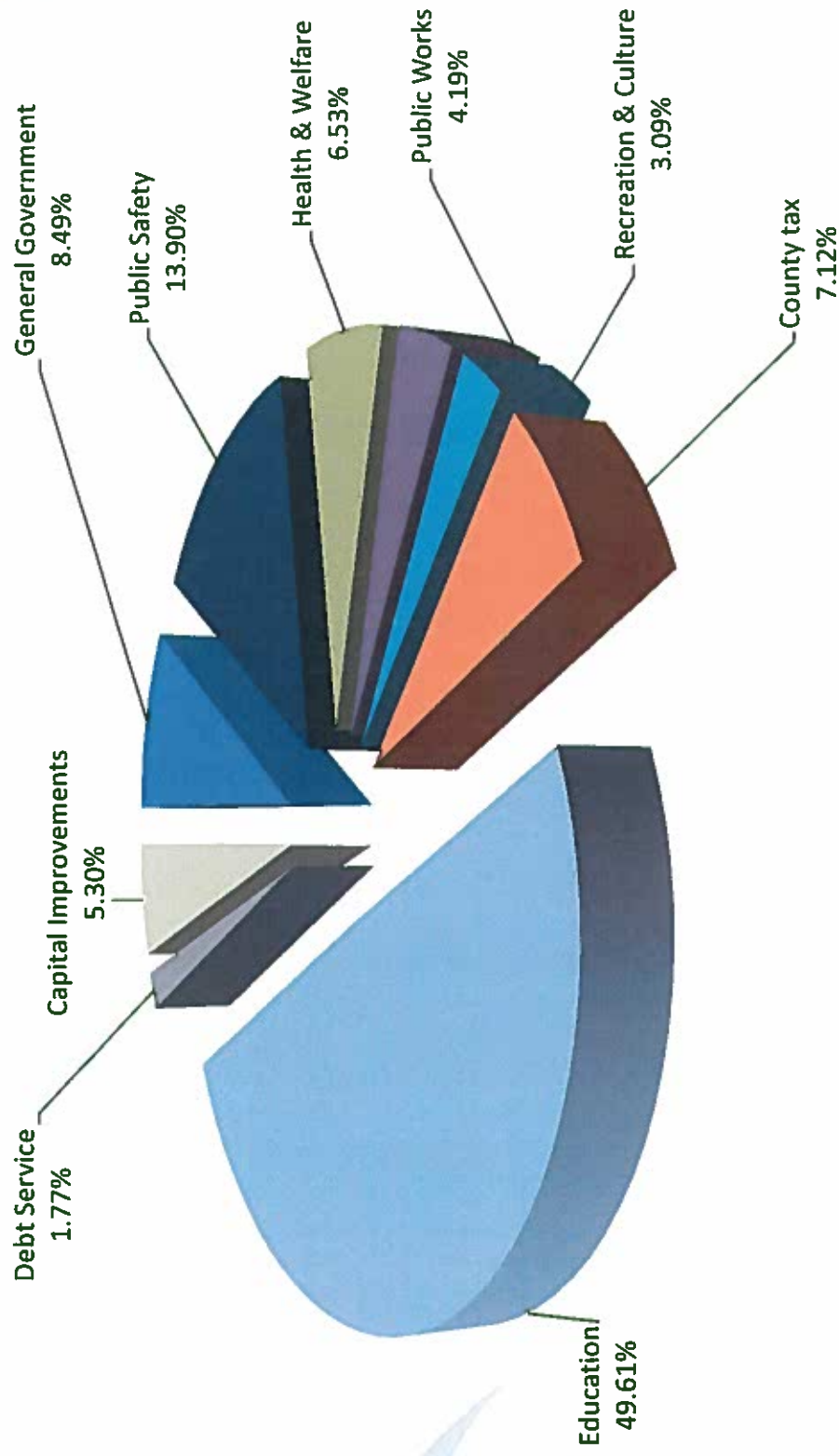
# Town of Kennebunkport

## GENERAL FUND REVENUES



# Town of Kennebunkport

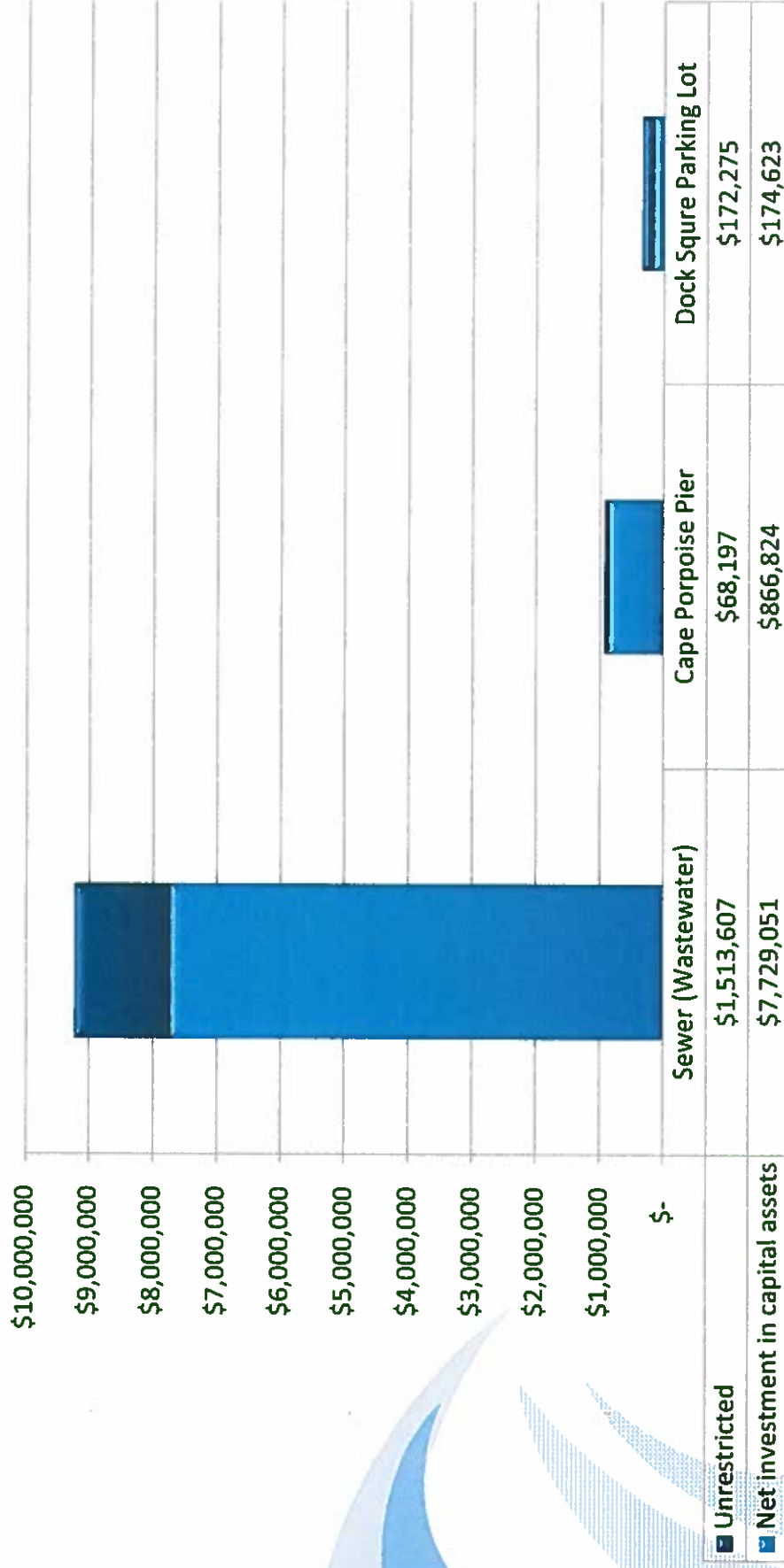
## GENERAL FUND EXPENDITURES





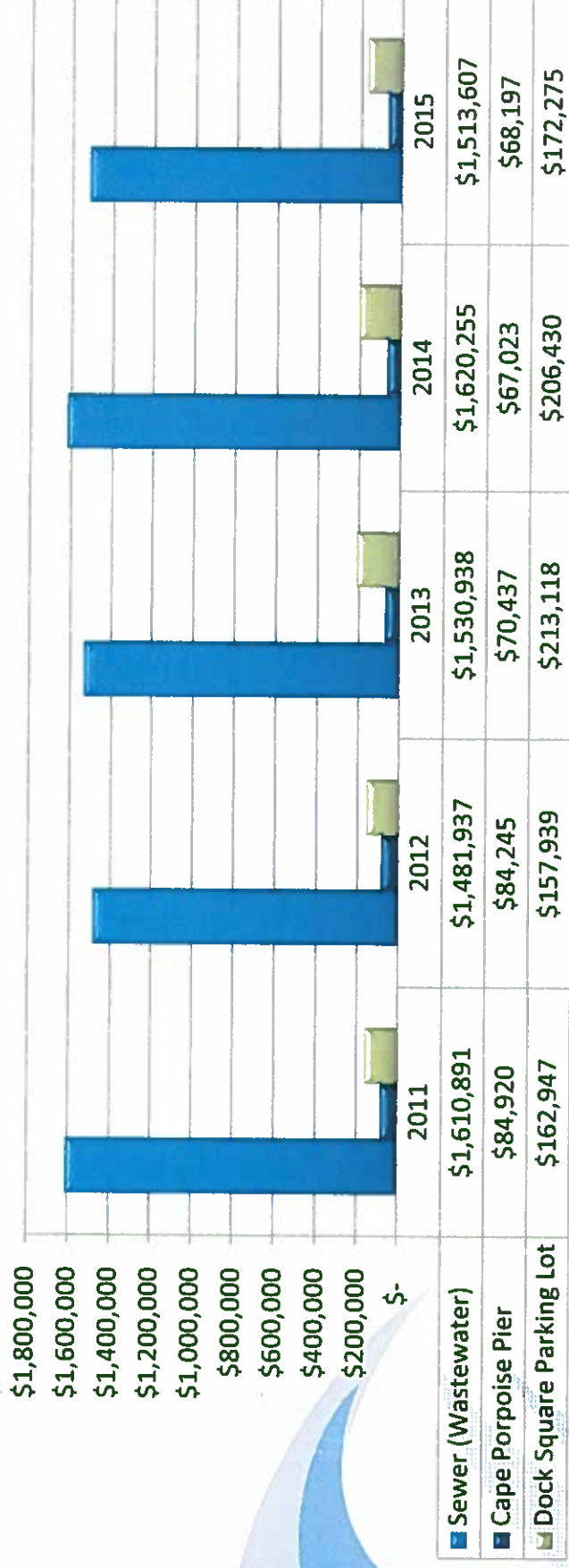
# Town of Kennebunkport

## PROPRIETARY FUNDS



# Town of Kennebunkport

## PROPRIETARY FUNDS HISTORY OF UNRESTRICTED NET POSITION

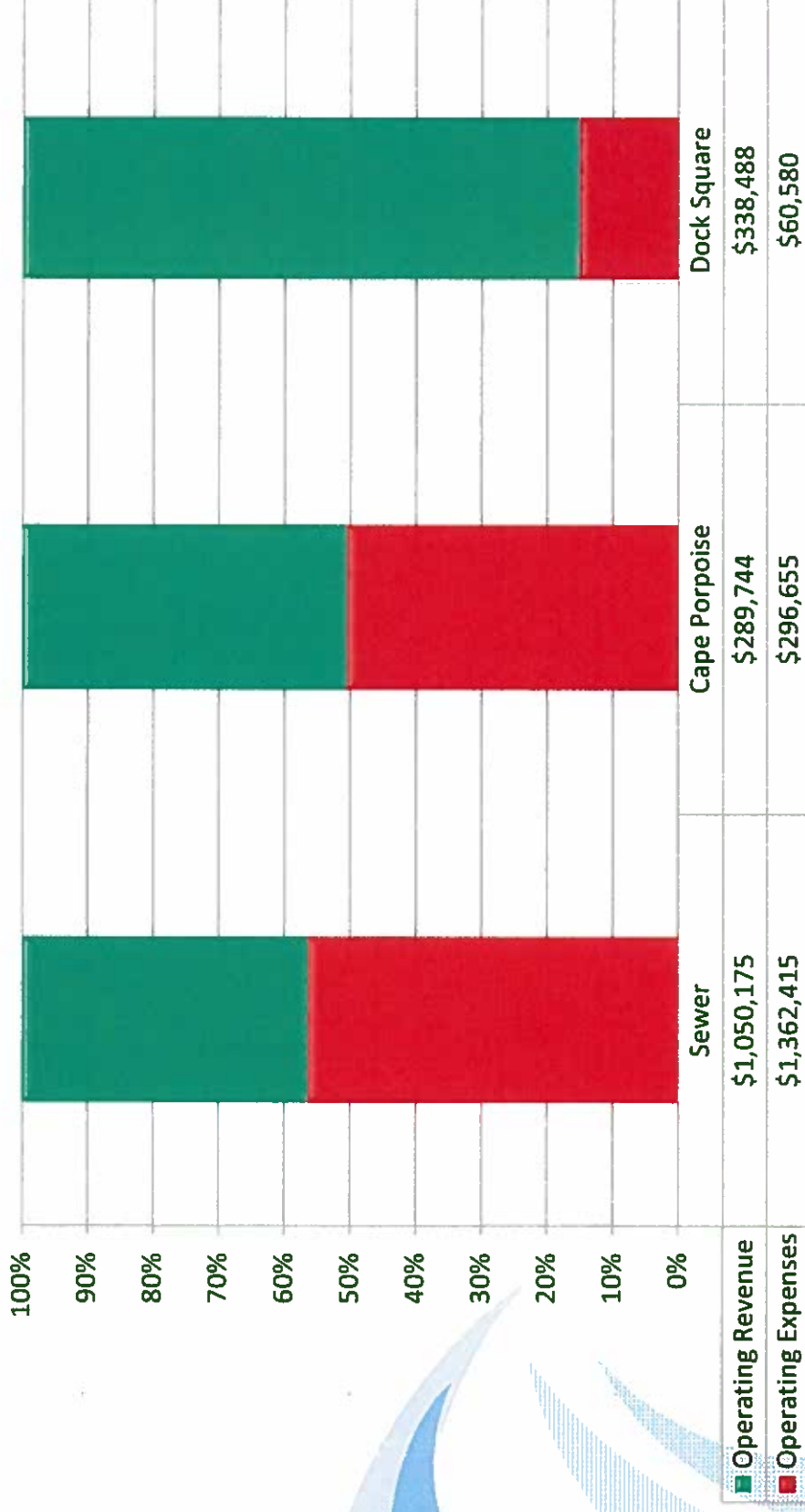


### Observations:

- If 3 months (90 days) of expenditures were retained in the Sewer Fund unrestricted net position (approximately \$341,000), approximately \$1,173,000 would be available for reserves and project costs.
- If 3 months (90 days) of expenditures were retained in the Cape Porpoise Pier Fund unrestricted net position (approximately \$74,000), the fund would have a deficit of approximately \$6,000.
- If 3 months (90 days) of expenditures were retained in the Dock Square Parking Lot Fund unrestricted net position (approximately \$15,000), approximately \$157,130 would be available for reserves and project costs.

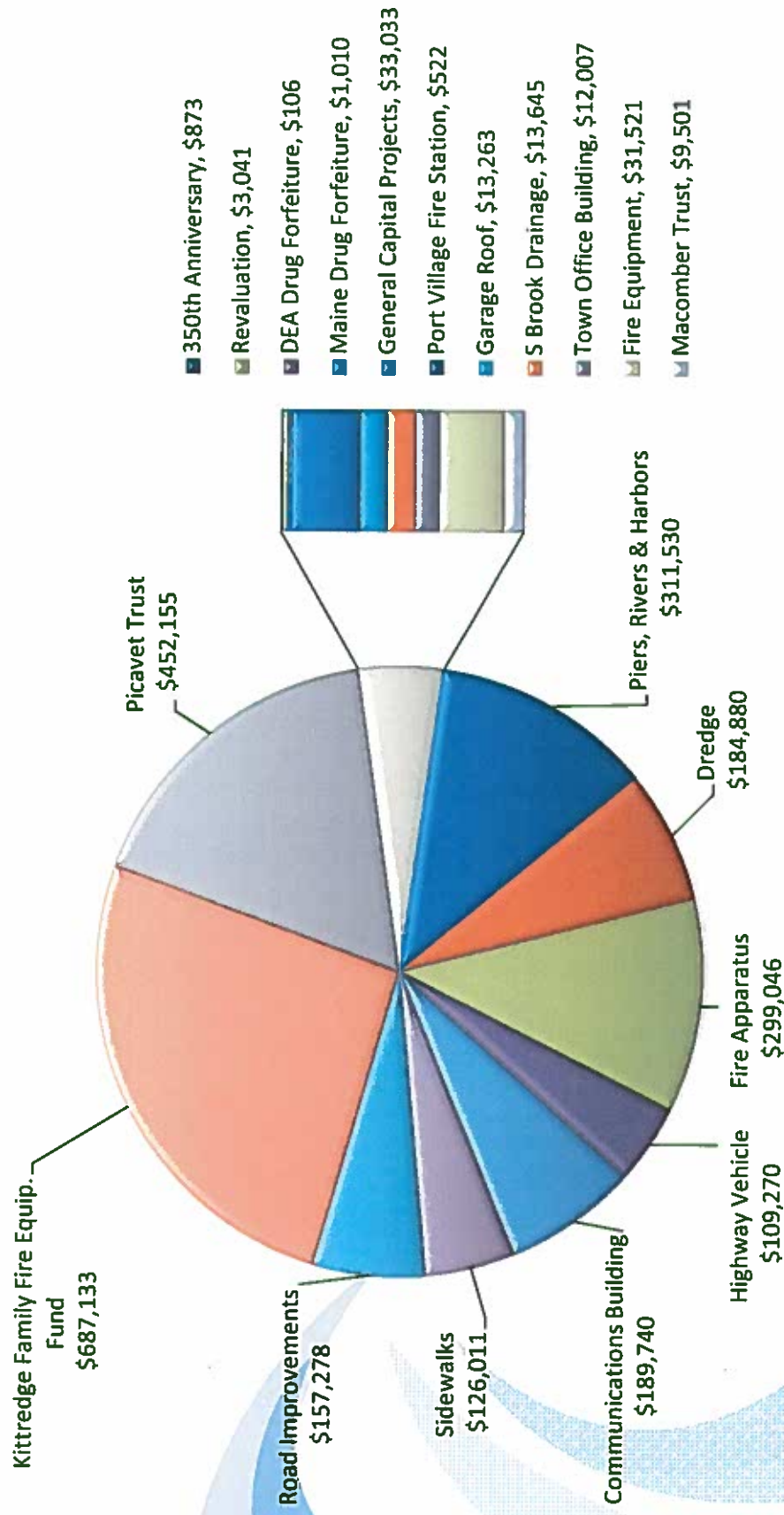
# Town of Kennebunkport

## PROPRIETARY FUNDS – OPERATING RESULTS



# Town of Kennebunkport

## OTHER NONMAJOR FUNDS – FUND BALANCES AT 6/30/15





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## GFOA Best Practice

### Determining the Appropriate Levels of Working Capital in Enterprise Funds

**Background.** Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations.

It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Working capital is a crucial consideration, too, in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Likewise, laws and regulations may speak to appropriate levels of working capital for some enterprise funds.

**Recommendation.** GFOA recommends that local governments adopt a target amount of working capital to maintain in each of their enterprise funds. Ideally, targets would be formally described in a financial policy and/or financial plan.

GFOA recommends that governments use working capital as the measure of available margin or buffer in enterprise funds. Although as previously stated, working capital is defined as current assets minus current liabilities, government finance officers should be aware of certain characteristics of working capital that affect its use as a measure. Specifically, the "current assets" portion of working capital includes assets or resources that are reasonably expected to be realized in cash (e.g., accounts receivable) or consumed (e.g., inventories and prepaids) within a year, which leads to two considerations for an accurate calculation of working capital:

- **Strength of collection practices.** An appropriate allowance for uncollectibles should be established and the amount of the receivable that is expected to be collected in cash within one year should be determined in a manner that is consistent with the collection practices of the government. If the accounts receivable collection practices of the enterprise fund are inconsistent or weak, then less of the accounts receivable amount should be reported as current assets.
- **Historical consumption of inventories and prepaids.** The amount of inventories and prepaids included in current assets should be a realistic



estimate of the amount that will be consumed in one year based on a historical usage pattern and current operating levels (inventories) or based on the time periods to which the items relate (prepaids).

Because the purposes, customers, and other characteristics of enterprise funds can vary widely, GFOA recommends that governments develop a target amount of working capital that best fits local conditions for each fund. However, GFOA recommends that under no circumstances should the target for working capital be less than forty-five (45) days worth of annual operating expenses<sup>1</sup> and other working capital needs of the enterprise fund.\* A target of 45-days would only be appropriate for those enterprise funds with the least amount of need for cushion or buffer.

In order to arrive at a customized target amount of working capital, governments should start with a baseline of ninety (90) days worth of working capital and then adjust the target based on the particular characteristics of the enterprise fund in question (using 45 days as the minimum acceptable level). The primary characteristics to think about when customizing a working capital target are presented below. The appendix to this Best Practices provides more detailed considerations for these characteristics as they pertain to common types of government enterprise funds.

- **Support from general government.** Some enterprise funds may be supported by general taxes or transfers from a general government. These enterprise funds may require lower levels of working capital if they are supported by these contributors. For a heavily subsidized enterprise fund the 45-day minimum working capital recommendation contained in this Best Practice might be met through support from the general government, if a financial buffer or cushion for the enterprise fund is to be provided by the general government (or other outside contributor).
- **Transfers out.** If the enterprise fund is expected to make a transfer to the general government or to some other fund, then this sort of claim on the enterprise fund's assets may call for higher levels of working capital to maintain flexibility. Transfers could include an enterprise fund's contributions to overhead/support functions, subsidies granted to other operations, or any other transfer of resources. Regardless of the rationale of the transfer, governments should take into account the claim on working capital when setting a target amount.
- **Cash cycles.** Does the enterprise fund experience large peaks and valleys in its cash position during the year? For example, a water enterprise fund may experience significantly higher levels of cash on hand during the summer months compared to the winter. Volatile cash cycles call for higher levels of working capital. Another consideration is the length of the billing cycle. A longer billing cycle would call for higher levels of working capital because the enterprise fund will have longer durations between major infusions of cash.
- **Customer concentration.** Is the enterprise fund dependent on a few customers for a large portion of its revenues or is the customer base diversified? For example, a port enterprise fund may be dependent on a few major shippers or commerce in a niche product. Lower customer

concentration may mean that the enterprise fund can safely operate with lower levels of working capital.

- Demand for services. Does the enterprise fund face a steady demand for service or is demand potentially volatile, thereby leading to volatility in of income? For example, the demand for utility services is steady compared to demand for air travel. Also consider the impact of competitive position on demand. Direct competitors or the availability of reasonable substitutes could lead to greater volatility in demand for the enterprise fund's services. More volatility implies greater need for working capital margins.
- Control over rates and revenues. Does the enterprise fund have the ability to change rates, implement new charges, or otherwise raise revenues from its customers in a simple fashion? For example, transit enterprise funds are often constrained from raising rates by political pressure. Other enterprise funds may be subject to a rate control board. Those that face competitors in their market may have less effective control over their rates and revenues. More revenue constrained enterprise funds may need higher levels of working capital.
- Asset age and condition. What is the age and condition of the enterprise fund's infrastructure? Older infrastructure has greater exposure to extraordinary repair needs. Enterprise funds with newer and/or well maintained capital assets may be able to operate with less working capital than other enterprise funds.
- Volatility of expenses. Are the expenses of the enterprise fund volatile or does the enterprise fund have a high degree of control over its expenses? For example, the expenses of a solid waste enterprise fund tend to be fairly stable throughout the year. In another example, water or sewer enterprise funds may be more vulnerable to large expense spikes from extreme weather. Enterprise funds with more stable expenses can safely operate with less working capital than other enterprise funds.
- Control over expenses. Consider the enterprise fund's level of fixed and variable costs and the ability to reduce variable costs in response to lower revenues. For instance, if a convention center does not book an event, it does not need to hire temporary help and incur other expenditures in support of the event. An enterprise fund with a high percentage of operational costs which vary depending upon revenues or operating levels may operate with lower levels of working capital.
- Management plans for working capital. Working capital includes assets, which can include both truly unrestricted resources and resources that have internal limitations placed upon them (e.g., board-designated) and/or that may be committed for future capital spending. These amounts may appear as unrestricted on the balance sheet but, in actuality, may be unavailable in the future to serve as a buffer or tool to help manage financial risk. If these types of limitations exist, the working capital target should be adjusted to arrive at an amount that represents a true amount available as a tool to manage financial risk.
- Separate targets for operating and capital needs. Depending on the nature of the enterprise fund, governments might also consider designating separate targets for operating and capital needs, especially when the enterprise fund is very capital intensive. For example, there might be a separate amount identified for equipment replacement or debt service. In such a case, targets

should be separately evaluated based on the particular features of the isolated amounts.

- **Debt position.** Enterprise funds often carry significant amounts of debt, which is used to acquire capital assets. The amount and type of debt an enterprise fund carries can have important ramifications for working capital targets. For example, an enterprise fund with a large amount of variable rate debt may need additional buffer to manage the risk associated with interest rate volatility. In addition, uneven and increasing or lump-sum debt principal payments to be made in future years may raise the amount of working capital that the enterprise fund should maintain. Viewing the amount of working capital in this broader context will help ensure that resources are available to make debt payments as they come due.

**Notes:**

- 1 The recommendation is to use annual operating expenses which include depreciation expense. If, however, annual depreciation expense is significantly more or less than the anticipated capital outlays of the next period to be paid from working capital consideration should be given to adjusting the benchmark. An appropriate adjusted benchmark may be annual operating expenses – annual depreciation expense + capital outlays of the next period to be paid from working capital.
- \* Subject to the exception for heavily subsidized enterprises, described later in this Best Practice.

*Approved by the GFOA's Executive Board, February, 2011.*



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### Payment estimates

I took the total payback of \$1,978,377.35 and divided that by 20 years to get the average payment over the 20 years and came up with \$98,918.00.

If we do the pay back with the same 60% Town and 40% Sewer users it comes out to:

Town 60%     \$59,350.00

Sewer users     \$39,567.00

If we did a 50% / 50% split: payments would be \$49,459.00

Using last year's budget and adding in just the cost for the bond, it would look like this:

100% on the sewer users, a \$40.00 increase or 9.8%

60% / 40% split, a \$20.00 increase or 5.7%

A 50% / 50% split a \$16.00 increase or 4.8%

**PROPOSED SEWER DEPARTMENT BUDGET 2015-2016**

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RHSP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 100%			\$98,918		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
<b>Total</b>		<b>\$728,202</b>	<b>\$1,063,773</b>	<b>\$1,247,663</b>	<b>\$183,890</b>	<b>14.7%</b>

**Total                      \$1,247,663**

Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,135,663
<b>Total</b>	<b>\$1,247,663</b>

User Fee 2014-15	\$455
User fee 2013-14	\$410
% Change	9.8%

## PROPOSED SEWER DEPARTMENT BUDGET 2015-2016

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RIISP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 50% / 50% split			\$49,459		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
Total		\$728,202	\$1,063,773	\$1,198,204	\$134,431	11.2%

<b>Total</b>	<b>\$1,198,204</b>
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Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,086,204
<b>Total</b>	<b>\$1,198,204</b>

User Fee 2014-15	\$435
User fee 2013-14	\$410
% Change	5.7%

## PROPOSED SEWER DEPARTMENT BUDGET 2015-2016

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RHSP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 60% / 40% split			\$39,567		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
<b>Total</b>		<b>\$728,202</b>	<b>\$1,063,773</b>	<b>\$1,188,312</b>	<b>\$124,539</b>	<b>10.5%</b>

**Total**

**\$1,188,312**

Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,076,312
<b>Total</b>	<b>\$1,188,312</b>

User Fee 2014-15	\$431
User fee 2013-14	\$410
% Change	4.8%



# CWSRF DEBT SERVICE

## Kennebunkport Sewer Department

Closing Date:

	DATE	PRINCIPAL	RATE	INTEREST	MMBB FEE	DEP ADMIN FEE	TOTAL
1	12/1/2016			8,547.27	128.21	299.15	8,974.63
2	6/1/2017	77,206.00	1.000%	8,500.05	1,285.59	2,999.71	89,991.35
3	12/1/2017			8,114.02	121.71	283.99	8,519.72
4	6/1/2018	77,978.00	1.000%	8,114.02	1,291.38	3,013.22	90,396.62
5	12/1/2018			7,724.13	115.86	270.34	8,110.33
6	6/1/2019	78,758.00	1.000%	7,724.13	1,297.23	3,026.87	90,806.23
7	12/1/2019			7,330.34	109.96	256.56	7,696.86
8	6/1/2020	79,545.00	1.000%	7,330.34	1,303.13	3,040.64	91,219.11
9	12/1/2020			6,932.61	103.99	242.64	7,279.24
10	6/1/2021	80,341.00	1.000%	6,932.61	1,309.10	3,054.58	91,637.29
11	12/1/2021			6,530.90	97.96	228.58	6,857.44
12	6/1/2022	81,145.00	1.000%	6,530.90	1,315.14	3,068.66	92,059.70
13	12/1/2022			6,125.17	91.88	214.38	6,431.43
14	6/1/2023	81,955.00	1.000%	6,125.17	1,321.20	3,082.81	92,484.18
15	12/1/2023			5,715.39	85.73	200.04	6,001.16
16	6/1/2024	82,776.00	1.000%	5,715.39	1,327.37	3,097.20	92,915.96
17	12/1/2024			5,301.51	79.52	185.55	5,566.58
18	6/1/2025	83,603.00	1.000%	5,301.51	1,333.57	3,111.66	93,349.74
19	12/1/2025			4,883.49	73.25	170.92	5,127.66
20	6/1/2026	84,439.00	1.000%	4,883.49	1,339.84	3,126.29	93,788.62
21	12/1/2026			4,461.29	66.92	156.15	4,684.36
22	6/1/2027	85,283.00	1.000%	4,461.29	1,346.16	3,141.05	94,231.50
23	12/1/2027			4,034.87	60.52	141.22	4,236.61
24	6/1/2028	86,137.00	1.000%	4,034.87	1,352.58	3,156.02	94,680.47
25	12/1/2028			3,604.18	54.06	126.15	3,784.39
26	6/1/2029	86,997.00	1.000%	3,604.18	1,359.02	3,171.04	95,131.24
27	12/1/2029			3,169.19	47.54	110.92	3,327.65
28	6/1/2030	87,868.00	1.000%	3,169.19	1,365.56	3,186.30	95,589.05
29	12/1/2030			2,729.85	40.95	95.54	2,866.34
30	6/1/2031	88,746.00	1.000%	2,729.85	1,372.14	3,201.65	96,049.64
31	12/1/2031			2,286.12	34.29	80.01	2,400.42
32	6/1/2032	89,634.00	1.000%	2,286.12	1,378.80	3,217.20	96,516.12
33	12/1/2032			1,837.95	27.57	64.33	1,929.85
34	6/1/2033	90,530.00	1.000%	1,837.95	1,385.52	3,232.88	96,986.35
35	12/1/2033			1,385.30	20.78	48.49	1,454.57
36	6/1/2034	91,436.00	1.000%	1,385.30	1,392.32	3,248.75	97,462.37
37	12/1/2034			928.12	13.92	32.48	974.52
38	6/1/2035	92,350.00	1.000%	928.12	1,399.17	3,264.73	97,942.02
39	12/1/2035			466.37	7.00	16.32	489.69
40	6/1/2036	93,273.00	1.000%	466.37	1,406.09	3,280.88	98,426.34
		1,700,000.00		184,168.92	28,262.53	65,945.90	1,978,377.35

PREPARED ON 10/23/2015

G:\DOCUMENTS\SRF-Both Programs\SRF\_Loan\_Materials\Kennebunkport Sewer\CWSRF TEMPLATE-2014.xls\Level Debt

AVG. - \$ 98,918

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the year ended June 30, 2015**

<b>Business-type Activities - Enterprise Funds</b>				
	<b>Sewer Department</b>	<b>Cape Porpoise Pier</b>	<b>Dock Square Parking Lot</b>	<b>Total</b>
<b>Operating revenues:</b>				
Lease income	\$ -	40,000	-	40,000
Fuel sales	-	198,488	-	198,488
Dues	-	43,515	-	43,515
Fees	1,031,914	7,050	337,738	1,376,702
Other income	18,261	691	750	19,702
<b>Total operating revenues</b>	<b>1,050,175</b>	<b>289,744</b>	<b>338,488</b>	<b>1,678,407</b>
<b>Operating expenses:</b>				
Wages and benefits	583,638	72,266	27,771	683,675
Supplies	103,615	180,814	15,362	299,791
Repairs and maintenance	20,253	4,195	45	24,493
Insurance	24,431	2,671	9,627	36,729
Utilities	102,476	10,145	2,953	115,574
Contracted services	20,228	3,468	-	23,696
Equipment	52,991	327	-	53,318
Other operating expenses	1,611	3,291	-	4,902
Depreciation	453,172	19,478	4,822	477,472
<b>Total operating expenses</b>	<b>1,362,415</b>	<b>296,655</b>	<b>60,580</b>	<b>1,719,650</b>
<b>Operating income (loss)</b>	<b>(312,240)</b>	<b>(6,911)</b>	<b>277,908</b>	<b>(41,243)</b>
<b>Nonoperating revenue (expenses):</b>				
Interest income	9,750	-	-	9,750
Gain (loss) on disposal of capital assets	-	-	(9,960)	(9,960)
Interest expense	(9,923)	-	-	(9,923)
<b>Total nonoperating revenue (expenses)</b>	<b>(173)</b>	<b>-</b>	<b>(9,960)</b>	<b>(10,133)</b>
<b>Net income (loss) before transfers</b>	<b>(312,413)</b>	<b>(6,911)</b>	<b>267,948</b>	<b>(51,376)</b>
<b>Transfers:</b>				
Transfer (to) from other funds	15,835	-	(236,000)	(220,165)
<b>Total transfers</b>	<b>15,835</b>	<b>-</b>	<b>(236,000)</b>	<b>(220,165)</b>
<b>Change in net position</b>	<b>(296,578)</b>	<b>(6,911)</b>	<b>31,948</b>	<b>(271,541)</b>
<b>Total net position, beginning of year, restated</b>	<b>9,539,236</b>	<b>941,932</b>	<b>314,950</b>	<b>10,796,118</b>
<b>Total net position, end of year</b>	<b>\$ 9,242,658</b>	<b>935,021</b>	<b>346,898</b>	<b>10,524,577</b>

*See accompanying notes to basic financial statements.*



## KENNEBUNKPORT SEWER DEPARTMENT

**Date:** Oct 26, 2015

**To:** Laurie Smith

**From:** Allan Moir

**Re:** Clean Water State Revolving Loan Fund Application.

---

Last summer we met with the Board of Selectman to discuss capital projects and funding for the projects. The projects that we were talking about are listed below.

- Rebuilding Green Street pump station
- Rebuilding Chicks Creek pump station
- Replacing the emergency generator at the treatment plant
- Replacing the four aeration blowers
- Replacing the three influent pumps
- Replacing the three effluent pumps
- Replacing the clarifier covers

We were talking about going out for a bond to cover the costs of the projects. The DEP sent out a notice a few weeks ago that they were looking for projects to fund through the Clean Water State Revolving Loan Fund (CESRF), so I filled out the application to let them know that we had these project and that we may be applying for funding. Our application was approved for funding so now we need to fill out the application for funding.

The bond would be for twenty years, and the percentage rate is two percent below the Maine Bond Bank rate, the rate right now is 2.75% and the CWSRF rate is 1%. I have attached a copy of the payment schedule, along with a general description of the CWSRF program.

As part of the CESRF program they offer two principal forgiveness programs one for a Fiscal Sustainability Plan. We will receive principal forgiveness up to \$20,000 if we match it with a like amount, that will give us \$40,000 to develop a fiscal sustainability plan or to improvement to and update of our existing asset management plan. The other principal forgiveness plan is for \$20,000 (no matching funds) to do a Climate Adaption Plan to help us identify hazards associated with climate change, identify adaption practices, and present recommendation that build resiliency to the critical assets.

The application need to be returned to the DEP by Dec. 13, 2015.



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE  
GOVERNOR

AVERY T. DAY  
ACTING COMMISSIONER

**APPLICANT AGREEMENT TO COMPLY WITH  
2015 CLEAN WATER STATE REVOLVING FUND (CWSRF) REQUIREMENTS  
(Fiscal Sustainability and Climate Adaptation Plan Principal Forgiveness Form)**

Applicant: Town of Kennebunkport

Project Name: Upgrades to Wastewater Department

The Fiscal Sustainability Plan and Climate Adaptation Plan Principal Forgiveness we are offering is identified in the table entitled "*Draft 2015 CWSRF Proposed Project Funding List*" (attached).

☐ We choose not to apply for a loan for the project listed above and identified in the table.

We choose to apply for a loan for the project listed above and agree to the following:

**1. Fiscal Sustainability Plan Principal Forgiveness. (check one)**

☐ We agree to apply for assistance for the project listed above and identified in the table and to enter into a binding loan commitment with the Maine Municipal Bond Bank for this project by September 30, 2016 in order to receive loan principal forgiveness. We agree to certify that we have implemented a fiscal sustainability plan in accordance with the Department's "*Clean Water State Revolving Fund (CWSRF) Requirements and Guidance for a Fiscal Sustainability Plan (FSP)*", DEPLW1274-2015 (attached).

**OR**

☐ We choose not to accept the fiscal sustainability plan principal forgiveness incentive. We still intend to borrow from the CWSRF; however we will be meeting this program requirement without the principal forgiveness incentive.

**2. Climate Adaptation Plan Principal Forgiveness. (check one)**

☐ We agree to apply for assistance for the project listed above and identified in the table and to enter into a binding loan commitment with the Maine Municipal Bond Bank for this project by September 30, 2016 in order to receive loan principal forgiveness. In order to receive \$20,000 in climate adaptation plan principal forgiveness, we agree to complete the plan in accordance with the Department's "*Clean Water State Revolving Fund (CWSRF) Requirements and Guidance for a Climate Adaptation Plan (CAP)*", DEPLW1278-2015 (attached).

**OR**

☐ We choose not to accept the \$20,000 climate adaptation plan principal forgiveness, and will not be completing a climate adaptation plan.

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST.

BANGOR  
106 HOGAN ROAD  
BANGOR, MAINE 04401  
(207) 941-4570 FAX: (207) 941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-0477 FAX: (207) 760-3143



Authorized Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The deadline for submission of the Applicant Agreement(s), one for each project, is 5:00 pm, Friday, November 13, 2015. Please fax the agreement(s) to Brandy Piers at 287-3435 or e-mail to [brandy.m.piers@maine.gov](mailto:brandy.m.piers@maine.gov). If there are any comments or questions, please contact Brandy 287-6093 or John True 287-7808, [john.n.true@maine.gov](mailto:john.n.true@maine.gov).**

# CWSRF DEBT SERVICE

## Kennebunkport Sewer Department

Closing Date:

	DATE	PRINCIPAL	RATE	INTEREST	MMBB FEE	DEP ADMIN FEE	TOTAL
1	12/1/2016			8,547.27	128.21	299.15	8,974.63
2	6/1/2017	77,206.00	1.000%	8,500.05	1,285.59	2,999.71	89,991.35
3	12/1/2017			8,114.02	121.71	283.99	8,519.72
4	6/1/2018	77,978.00	1.000%	8,114.02	1,291.38	3,013.22	90,396.62
5	12/1/2018			7,724.13	115.86	270.34	8,110.33
6	6/1/2019	78,758.00	1.000%	7,724.13	1,297.23	3,026.87	90,806.23
7	12/1/2019			7,330.34	109.96	256.56	7,696.86
8	6/1/2020	79,545.00	1.000%	7,330.34	1,303.13	3,040.64	91,219.11
9	12/1/2020			6,932.61	103.99	242.64	7,279.24
10	6/1/2021	80,341.00	1.000%	6,932.61	1,309.10	3,054.58	91,637.29
11	12/1/2021			6,530.90	97.96	228.58	6,857.44
12	6/1/2022	81,145.00	1.000%	6,530.90	1,315.14	3,068.66	92,059.70
13	12/1/2022			6,125.17	91.88	214.38	6,431.43
14	6/1/2023	81,955.00	1.000%	6,125.17	1,321.20	3,082.81	92,484.18
15	12/1/2023			5,715.39	85.73	200.04	6,001.16
16	6/1/2024	82,776.00	1.000%	5,715.39	1,327.37	3,097.20	92,915.96
17	12/1/2024			5,301.51	79.52	185.55	5,566.58
18	6/1/2025	83,603.00	1.000%	5,301.51	1,333.57	3,111.66	93,349.74
19	12/1/2025			4,883.49	73.25	170.92	5,127.66
20	6/1/2026	84,439.00	1.000%	4,883.49	1,339.84	3,126.29	93,788.62
21	12/1/2026			4,461.29	66.92	156.15	4,684.36
22	6/1/2027	85,283.00	1.000%	4,461.29	1,346.16	3,141.05	94,231.50
23	12/1/2027			4,034.87	60.52	141.22	4,236.61
24	6/1/2028	86,137.00	1.000%	4,034.87	1,352.58	3,156.02	94,680.47
25	12/1/2028			3,604.18	54.06	126.15	3,784.39
26	6/1/2029	86,997.00	1.000%	3,604.18	1,359.02	3,171.04	95,131.24
27	12/1/2029			3,169.19	47.54	110.92	3,327.65
28	6/1/2030	87,868.00	1.000%	3,169.19	1,365.56	3,186.30	95,589.05
29	12/1/2030			2,729.85	40.95	95.54	2,866.34
30	6/1/2031	88,746.00	1.000%	2,729.85	1,372.14	3,201.65	96,049.64
31	12/1/2031			2,286.12	34.29	80.01	2,400.42
32	6/1/2032	89,634.00	1.000%	2,286.12	1,378.80	3,217.20	96,516.12
33	12/1/2032			1,837.95	27.57	64.33	1,929.85
34	6/1/2033	90,530.00	1.000%	1,837.95	1,385.52	3,232.88	96,986.35
35	12/1/2033			1,385.30	20.78	48.49	1,454.57
36	6/1/2034	91,436.00	1.000%	1,385.30	1,392.32	3,248.75	97,462.37
37	12/1/2034			928.12	13.92	32.48	974.52
38	6/1/2035	92,350.00	1.000%	928.12	1,399.17	3,264.73	97,942.02
39	12/1/2035			466.37	7.00	16.32	489.69
40	6/1/2036	93,273.00	1.000%	466.37	1,406.09	3,280.88	98,426.34
		1,700,000.00		184,168.92	28,262.53	65,945.90	1,978,377.35

PREPARED ON 10/23/2015

G:\DOCUMENTS\SRF-Both Programs\SRF\_Loan\_Materials\Kennebunkport Sewer\CWSRF TEMPLATE-2014.xls\Level Debt



## CLEAN WATER SRF AT-A-GLANCE

Program Description	Created in 1987 by the Water Quality Act, the Environmental Protection Agency (EPA) provided all 50 states seed money to capitalize state loan funds. The states then in turn help sewer systems by financing high priority water-quality activities.
Project & Financial Manager	The Bond Bank and DEP jointly administer the CWSRF. The Bond Bank serves as the financial administrator and financial manager and DEP serves as the environmental and project manager for the program.
Eligible Borrowers	All publicly owned wastewater treatment facilities.
Eligible Projects	<ul style="list-style-type: none"> <li>• Secondary &amp; advanced treatment facilities</li> <li>• Infiltration &amp; inflow correction</li> <li>• Interceptors</li> <li>• Pumping stations</li> <li>• Force mains</li> <li>• Combined sewer overflow abatement</li> <li>• Certain sewer extensions in designated areas and areas of failing septic systems</li> </ul> <p>All projects that receive financing from the CWSRF program must first go through the DEP approval process and be placed on the State's Intended Use Plan. Once a project has been deemed eligible for the CWSRF program, an application may be submitted to the Bond Bank.</p>
Application Deadline	Applications are accepted continuously during the year.
Rates	The interest rate on CWSRF loans is 2% below the Bond Bank's cost of funds. The Sewer & Water Resolutions are rated Aaa by Moody's and AAA by S&P.
Minimum/Maximum Loan Amount	There is no minimum loan amount. The DEP will determine the maximum loan amount based on availability of funds and project eligibility.
Issuance Costs & Fees	<ul style="list-style-type: none"> <li>• Pro rata share of the issuance cost associated with a bond issue</li> <li>• DEP administrative fee - 3.5% of annual debt service</li> <li>• Annual Bond Bank servicing fees - 1.5% of the annual debt service</li> </ul> <p>As costs associated with the SRF program change periodically, please visit our website or contact the Bond Bank for a current fee schedule.</p>
Term	Between 1 and 20 years. In all cases, the maximum loan term may not exceed the useful life of the financed asset. Short-term, interim loans are available to applicants.
Repayment Schedule	Payments are due twice a year, usually in April and October. The first payment is due within one year from project completion.
Loan Proceeds	Both interim and long term financing options require that the funds be drawn-down through requisitions, as the SRF is a reimbursement program.
Contact Information	Rob Nadeau, SRF Program Officer rpn@mmbh.com, (207) 622-9386, 1-800-821-1113



## Fee Schedule Clean Water SRF

A loan originating from the Clean Water SRF program may be affected by the following fees: MMBB Administrative Fees, DEP Administrative Fees, and DEP Project Management Fees, as detailed below. Each of these fees has already been calculated and included in the interest rate. Including these fees in the interest rate ensures that the borrower will receive the full 2% subsidy. Therefore, when a borrower receives their repayment schedule, it will reflect principal, interest and applicable fees.

### **MMBB Administrative Fee - 1.5% of each loan payment**

An administrative fee is charged by the Bond Bank to cover all costs incurred post issue and to sustain the daily maintenance of a loan throughout its life. This fee would cover costs such as processing of draw requisitions, refunding analysis, trustee fees and billing. This fee is charged on each loan repayment date in addition to the principal and interest for the loan.

### **DEP Administrative Fee - 3.5% of each loan payment**

The Department of Environmental Protection administrative fee is charged to cover all costs incurred throughout the financed project's life and DEP role in overseeing that project. This fee is charged on each loan repayment date in addition to the principal and interest for the loan.



## Fee Schedule Drinking Water SRF

A loan originating from the Drinking Water SRF program may be affected by three fees: Loan Origination Fees, MMBB Administrative Fees, and DHS Administrative Fees, as detailed below. Each of these fees has already been calculated and included in the interest rate. Including these fees in the interest rate ensures that the borrower will receive the full 2% subsidy. Therefore, when a borrower receives their repayment schedule it will reflect principal, interest and applicable fees.

### **Loan Origination Fee . . . . . 1% of principal borrowed**

A loan origination fee is charged by the Bond Bank to process and obtain a loan. An origination fee will cover all of the Bond Bank's internal loan process that occurs before a bond is issued. This could cover everything from contacting the borrower on the lending process to finalizing loan documentation and agreements.

### **MMBB Administrative Fee . . . 5% of each loan payment**

An administrative fee is charged by the Bond Bank to cover all costs incurred post issue and to sustain the daily maintenance of a loan throughout its life. This fee would cover costs such as processing of draw requisitions, refunding analysis, trustee fees and billing. This fee is capitalized at 0% upon loan origination.

### **DHS Administrative Fee . . . . . Currently \$0**

The Department of Human Services administrative fee is charged to cover all costs incurred throughout the financed project's life and DHS role in overseeing that project. This fee is capitalized at 0% at loan origination.

### **Disadvantage Community Status Fees**

For municipalities whose projects meet the predetermined disadvantage community status, all fees applicable to the Drinking Water SRF are waived.

# Capital Improvement Program

Department/Project	Type	FY 16	FY 17	FY 18	FY 19	FY 20	Future
<b>Wastewater</b>							
Grinder Pump Replacement	Equipment	\$ 20,000					
Chemical Pumps (Hypo & Bisulfite)	Equipment	\$ 7,000					
Hypo & Bisulfite storage tanks replacement	Equipment	\$ 5,000					
Laboratory equipment replacement	Equipment	\$ 12,000					
Air release valves for force mains (14)	Equipment	\$ 42,000					
Valves for Smith and Lovelass PS	Equipment	\$ 14,000					
Design & Engineering for Pump Stations 3 & 4	Admin	\$ 60,000					
Replace 1985 WWTP Generator	Equipment		\$ 113,000				
Dock Square Sewer Line Replacement / Repair	Infrastructure		\$ 250,000				
Replace Clairfer Roofs	Bldg/Facilities		\$ 220,000				
Replace 2006 3/4 ton 4x4 with plow	Equipment		\$ 32,000				
Green Street Pump Station Replacement #3	Infrastructure		\$ 516,000				
Chicks Creek Pump Station Replacement #4	Infrastructure		\$ 319,000				
Grinder Pump Replacement	Equipment		\$ 20,000				
Replace 2003 2x4 Pick Up Truck	Equipment			\$ 27,000			
Replace 1985 Aeration System Blowers (4)	Equipment			\$ 80,000			
Replace 1985 Influent Pumps (3)	Equipment			\$ 69,000			
Replace 1985 Effluent Pumps (3)	Equipment			\$ 69,000			
Replace Generator Pump Station #4	Equipment			\$ 20,000			
Grinder Pump Replacement	Equipment			\$ 20,000			
Side panels for compost building	Bldg/Facilities			\$ 30,000			
Grinder Pump Replacement	Equipment				\$ 20,000		
Replace Kohler Portable Generator	Equipment				\$ 38,000		
Replace 2004 JD Loader	Equipment				\$ 120,000		
Grinder Pump Replacement	Equipment					\$ 20,000	
Replace Generator @ Green St. Pump Station #3	Equipment						\$ 20,000
Replace Generator @ Chicks Cr. Pump Station #4	Equipment						\$ 20,000
Replace Magnum Portable Generator	Equipment						\$ 38,000
Replace Generator Pump Station #12	Equipment						\$ 20,000
Grinder Pump Replacement	Equipment						\$ 100,000
Replace 2013 Ser. Truck	Equipment						\$ 35,000
Replace 2006 Jetter	Equipment						\$ 60,000

## Capital Improvement Program

Department/Project	Type	FY 16	FY 17	FY 18	FY 19	FY 20	Future
Replace 2008 Crane	Equipment						\$ 10,000
Replace Filter Press (2)	Equipment						\$ 250,000
Replace Mills Lane Pump Station #2	Infrastructure						\$ 250,000
Replace South Main St. Pump Station #5	Infrastructure						\$ 25,000
Replace Ocean Ave. Pump Station #6	Infrastructure						\$ 250,000
Replace Turbats Creek Pump Station #7	Infrastructure						\$ 250,000
Replace Wildes Rd. Pump Station #8	Infrastructure						\$ 250,000
Replace Paddy Creek Pump Station #9	Infrastructure						\$ 250,000
Replace Cape Porpoise Pump Station #10	Infrastructure						\$ 250,000
Replace Mills Rd. Pump Station #11	Infrastructure						\$ 250,000
Replace Kings Highway Pump Station #12	Equipment						\$ 50,000
Replace Kings Lane Pump Station #13	Equipment						\$ 40,000
Replace Kings Highway (West) Pump Station #14	Equipment						\$ 25,000
Replace Prescott Drive Pump Station #15	Infrastructure						\$ 15,000
Replace Washington Court Pump Station #16	Infrastructure						\$ 20,000
Replace Wakefield Pasture Pump Station	Infrastructure						\$ 20,000
Replace 4.3 miles 1972 Sewer Lines	Infrastructure						\$ 6,000,000
<b>subtotal - Wastewater</b>		<b>\$ 160,000</b>	<b>\$ 1,470,000</b>	<b>\$ 315,000</b>	<b>\$ 178,000</b>	<b>\$ 20,000</b>	<b>\$ 8,498,000</b>

### Total Summary:

**\$ 2,618,750    \$ 3,409,921    \$ 2,754,921    \$ 5,354,623    \$ 1,341,627    \$ 17,949,802**

Sewer Budget 2015-16		Amount	Budget	User Fees	Increase %
Sewer budget with not using the Fund Balance Account			\$1,061,745	\$425	3.5%
Sewer budget with Capital Equipment Funding		\$10,000	\$1,071,745	\$429	4.4%
		\$20,000	\$1,081,745	\$433	5.3%
		\$30,000	\$1,091,745	\$437	6.2%
		\$40,000	\$1,101,745	\$441	7.0%
		\$50,000	\$1,111,745	\$445	7.9%
		\$60,000	\$1,121,745	\$449	8.7%
		\$70,000	\$1,131,745	\$453	9.5%
		\$80,000	\$1,141,745	\$457	10.3%
		\$90,000	\$1,151,745	\$461	11.1%
		\$100,000	\$1,161,745	\$465	11.8%

\$25,000



6

### Payment estimates

I took the total payback of \$1,978,377.35 and divided that by 20 years to get the average payment over the 20 years and came up with \$98,918.00.

If we do the pay back with the same 60% Town and 40% Sewer users it comes out to:

Town 60%     \$59,350.00

Sewer users     \$39,567.00

If we did a 50% / 50% split: payments would be \$49,459.00

Using last year's budget and adding in just the cost for the bond, it would look like this:

100% on the sewer users, a \$40.00 increase or 9.8%

60% / 40% split, a \$20.00 increase or 5.7%

A 50% / 50% split a \$16.00 increase or 4.8%

**PROPOSED SEWER DEPARTMENT BUDGET 2015-2016**

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RHSP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 100%			\$98,918		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
<b>Total</b>		<b>\$728,202</b>	<b>\$1,063,773</b>	<b>\$1,247,663</b>	<b>\$183,890</b>	<b>14.7%</b>

**Total \$1,247,663**

Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,135,663
<b>Total</b>	<b>\$1,247,663</b>

User Fee 2014-15	\$455
User fee 2013-14	\$410
% Change	9.8%

**PROPOSED SEWER DEPARTMENT BUDGET 2015-2016**

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RHSP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 50% / 50% split			\$49,459		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
<b>Total</b>		<b>\$728,202</b>	<b>\$1,063,773</b>	<b>\$1,198,204</b>	<b>\$134,431</b>	<b>11.2%</b>

**Total                      \$1,198,204**

Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,086,204
<b>Total</b>	<b>\$1,198,204</b>

User Fee 2014-15	\$435
User fee 2013-14	\$410
% Change	5.7%



**PROPOSED SEWER DEPARTMENT BUDGET 2015-2016**

Account Number	Account	2014-15 Expenditures	2014-15 Budget	2015-16 Budget	Inc/Dec	Percent Change
10-01	Salaries & Wages	\$311,218.67	\$421,520	\$422,444	\$924	0.2%
10-10	Overtime	\$4,235.85	\$10,000	\$10,000	\$0	0.0%
12-01	FICA & Medicare	\$24,964.33	\$34,481	\$34,554	\$73	0.2%
12-02	MSRS	\$15,804.83	\$19,790	\$22,649	\$2,859	12.6%
12-03	ICMA	\$14,031.52	\$19,216	\$19,240	\$24	0.1%
12-04	RHSP	\$2,727.72	\$2,150	\$3,782	\$1,632	43.2%
12-05	Health Plan BC-ME	\$74,813.49	\$105,685	\$112,821	\$7,136	6.3%
12-06	Dues & Fees	\$455.00	\$500	\$500	\$0	0.0%
12-07	Travel (Mileage)	\$80.00	\$300	\$300	\$0	0.0%
12-08	Training & Education	\$1,238.00	\$3,000	\$3,000	\$0	0.0%
12-11	Vaccine	\$0.00	\$100	\$100	\$0	0.0%
12-12	Uniforms	\$1,435.89	\$3,000	\$3,500	\$500	14.3%
15-01	Electricity	\$64,951.99	\$85,000	\$87,000	\$2,000	2.3%
15-02	Telephone	\$2,648.41	\$3,500	\$3,500	\$0	0.0%
15-03	Heating oil	\$9,329.51	\$9,450	\$9,027	-\$424	-4.7%
15-05	Water	\$855.00	\$1,000	\$1,100	\$100	9.1%
20-01	Printing	\$0.00	\$800	\$800	\$0	0.0%
20-04	Advertising	\$0.00	\$500	\$500	\$0	0.0%
20-06	Expert / Professional Services	\$416.00	\$3,500	\$19,500	\$16,000	82.1%
20-07	Audit	\$1,500.00	\$1,500	\$1,500	\$0	0.0%
20-08	Data Processing	\$3,490.73	\$3,770	\$4,250	\$480	11.3%
20-20	Maintenance - Wet Wells	\$2,590.00	\$4,000	\$4,000	\$0	0.0%
20-21	Maintenance-Contracts	\$4,465.21	\$8,150	\$7,150	-\$1,000	-14.0%
20-25	Alarms & Radio	\$932.54	\$2,950	\$2,950	\$0	0.0%
20-26	Licenses	\$2,053.32	\$3,950	\$3,950	\$0	0.0%
25-02	Workmen's Compensation	\$8,657.74	\$12,521	\$13,500	\$979	7.3%
25-03	Unemployment Insurance	\$1,086.69	\$1,532	\$1,597	\$65	4.1%
25-05	General Liability Insurance	\$6,243.75	\$3,145	\$6,529	\$3,384	51.8%
25-07	Fleet Insurance	\$3,604.05	\$3,565	\$3,706	\$141	3.8%
25-10	Public Officials	\$0.00	\$1,639	\$883	-\$756	-85.6%
30-01	Office Supplies	\$539.76	\$1,800	\$1,800	\$0	0.0%
30-03	Vehicle Supplies	\$2,084.91	\$2,000	\$2,000	\$0	0.0%
30-04	Postage	\$1,784.92	\$1,500	\$1,500	\$0	0.0%
30-05	Photocopier	\$1,287.00	\$1,200	\$1,400	\$200	14.3%
30-18	Hand Tools	\$1,320.78	\$1,500	\$1,500	\$0	0.0%
30-24	Gasoline	\$2,492.57	\$5,250	\$5,250	\$0	0.0%
30-25	Diesel	\$3,833.54	\$10,268	\$7,500	-\$2,768	-36.9%
30-27	Composting	\$477.15	\$3,750	\$3,750	\$0	0.0%
30-28	Collection System	\$12,399.30	\$18,000	\$18,000	\$0	0.0%
30-29	Chemicals Process	\$10,507.91	\$14,600	\$14,600	\$0	0.0%
30-30	Lab Supplies	\$18,605.79	\$12,000	\$12,000	\$0	0.0%
30-31	Safety Equipment	\$1,675.80	\$3,500	\$3,500	\$0	0.0%
30-32	Maint. Supplies	\$1,142.26	\$1,800	\$1,800	\$0	0.0%
30-33	Bio-Ash	\$6,069.00	\$12,000	\$12,000	\$0	0.0%
30-34	Odor Control	\$7,729.92	\$12,000	\$12,000	\$0	0.0%
30-39	Billing & Liens	\$969.00	\$2,000	\$2,600	\$600	23.1%
35-01	Building Maintenance	\$12,786.41	\$22,000	\$22,000	\$0	0.0%
35-03	Vehicle Maintenance	\$2,355.83	\$2,500	\$2,500	\$0	0.0%
45-03	Sewer Bond 2003 Principal	\$19,920.85	\$19,921	\$20,242	\$321	1.6%
45-07	Sewer Bond 2003 Interest	\$3,969.49	\$3,970	\$3,642	-\$328	-9.0%
	New Bond 60% / 40% split			\$39,567		
50-34	Use Fund Balance	\$0.00	\$20,000	\$25,000	\$5,000	20.0%
60-04	Capital Equipment	\$52,419.40	\$47,000	\$83,000	\$36,000	43.4%
60-05	Capital Reserve	\$0.00	\$75,000	\$75,000	\$0	0.0%
	Contingency			\$11,829		
<b>Total</b>		<b>\$728,202</b>	<b>\$1,063,773</b>	<b>\$1,188,312</b>	<b>\$124,539</b>	<b>10.5%</b>

Total **\$1,188,312**

Miscellaneous Revenue	\$4,000
Septic Fees	\$0
Sewer Fund Balance	\$25,000
Capital Replacement	\$83,000
Sewer Res. Accounts	\$0
Sewer Extensions	\$0
Sewer Users Fees	\$1,076,312
<b>Total</b>	<b>\$1,188,312</b>

User Fee 2014-15	\$431
User fee 2013-14	\$410
% Change	4.8%

# CWSRF DEBT SERVICE

## Kennebunkport Sewer Department

Closing Date:

	DATE	PRINCIPAL	RATE	INTEREST	MMBB FEE	DEP ADMIN FEE	TOTAL
1	12/1/2016			8,547.27	128.21	299.15	8,974.63
2	6/1/2017	77,206.00	1.000%	8,500.05	1,285.59	2,999.71	89,991.35
3	12/1/2017			8,114.02	121.71	283.99	8,519.72
4	6/1/2018	77,978.00	1.000%	8,114.02	1,291.38	3,013.22	90,396.62
5	12/1/2018			7,724.13	115.86	270.34	8,110.33
6	6/1/2019	78,758.00	1.000%	7,724.13	1,297.23	3,026.87	90,806.23
7	12/1/2019			7,330.34	109.96	256.56	7,696.86
8	6/1/2020	79,545.00	1.000%	7,330.34	1,303.13	3,040.64	91,219.11
9	12/1/2020			6,932.61	103.99	242.64	7,279.24
10	6/1/2021	80,341.00	1.000%	6,932.61	1,309.10	3,054.58	91,637.29
11	12/1/2021			6,530.90	97.96	228.58	6,857.44
12	6/1/2022	81,145.00	1.000%	6,530.90	1,315.14	3,068.66	92,059.70
13	12/1/2022			6,125.17	91.88	214.38	6,431.43
14	6/1/2023	81,955.00	1.000%	6,125.17	1,321.20	3,082.81	92,484.18
15	12/1/2023			5,715.39	85.73	200.04	6,001.16
16	6/1/2024	82,776.00	1.000%	5,715.39	1,327.37	3,097.20	92,915.96
17	12/1/2024			5,301.51	79.52	185.55	5,566.58
18	6/1/2025	83,603.00	1.000%	5,301.51	1,333.57	3,111.66	93,349.74
19	12/1/2025			4,883.49	73.25	170.92	5,127.66
20	6/1/2026	84,439.00	1.000%	4,883.49	1,339.84	3,126.29	93,788.62
21	12/1/2026			4,461.29	66.92	156.15	4,684.36
22	6/1/2027	85,283.00	1.000%	4,461.29	1,346.16	3,141.05	94,231.50
23	12/1/2027			4,034.87	60.52	141.22	4,236.61
24	6/1/2028	86,137.00	1.000%	4,034.87	1,352.58	3,156.02	94,680.47
25	12/1/2028			3,604.18	54.06	126.15	3,784.39
26	6/1/2029	86,997.00	1.000%	3,604.18	1,359.02	3,171.04	95,131.24
27	12/1/2029			3,169.19	47.54	110.92	3,327.65
28	6/1/2030	87,868.00	1.000%	3,169.19	1,365.56	3,186.30	95,589.05
29	12/1/2030			2,729.85	40.95	95.54	2,866.34
30	6/1/2031	88,746.00	1.000%	2,729.85	1,372.14	3,201.65	96,049.64
31	12/1/2031			2,286.12	34.29	80.01	2,400.42
32	6/1/2032	89,634.00	1.000%	2,286.12	1,378.80	3,217.20	96,516.12
33	12/1/2032			1,837.95	27.57	64.33	1,929.85
34	6/1/2033	90,530.00	1.000%	1,837.95	1,385.52	3,232.88	96,986.35
35	12/1/2033			1,385.30	20.78	48.49	1,454.57
36	6/1/2034	91,436.00	1.000%	1,385.30	1,392.32	3,248.75	97,462.37
37	12/1/2034			928.12	13.92	32.48	974.52
38	6/1/2035	92,350.00	1.000%	928.12	1,399.17	3,264.73	97,942.02
39	12/1/2035			466.37	7.00	16.32	489.69
40	6/1/2036	93,273.00	1.000%	466.37	1,406.09	3,280.88	98,426.34
		1,700,000.00		184,168.92	28,262.53	65,945.90	1,978,377.35

PREPARED ON 10/23/2015

G:\DOCUMENTS\SRF-Both Programs\SRF\_Loan\_Materials\Kennebunkport Sewer\CWSRF TEMPLATE-2014.xls\Level Debt

AVG. - \$ 98,918

**TOWN OF KENNEBUNKPORT, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the year ended June 30, 2015**

<b>Business-type Activities - Enterprise Funds</b>				
	<b>Sewer Department</b>	<b>Cape Porpoise Pier</b>	<b>Dock Square Parking Lot</b>	<b>Total</b>
<b>Operating revenues:</b>				
Lease income	\$ -	40,000	-	40,000
Fuel sales	-	198,488	-	198,488
Dues	-	43,515	-	43,515
Fees	1,031,914	7,050	337,738	1,376,702
Other income	18,261	691	750	19,702
<b>Total operating revenues</b>	<b>1,050,175</b>	<b>289,744</b>	<b>338,488</b>	<b>1,678,407</b>
<b>Operating expenses:</b>				
Wages and benefits	583,638	72,266	27,771	683,675
Supplies	103,615	180,814	15,362	299,791
Repairs and maintenance	20,253	4,195	45	24,493
Insurance	24,431	2,671	9,627	36,729
Utilities	102,476	10,145	2,953	115,574
Contracted services	20,228	3,468	-	23,696
Equipment	52,991	327	-	53,318
Other operating expenses	1,611	3,291	-	4,902
Depreciation	453,172	19,478	4,822	477,472
<b>Total operating expenses</b>	<b>1,362,415</b>	<b>296,655</b>	<b>60,580</b>	<b>1,719,650</b>
<b>Operating income (loss)</b>	<b>(312,240)</b>	<b>(6,911)</b>	<b>277,908</b>	<b>(41,243)</b>
<b>Nonoperating revenue (expenses):</b>				
Interest income	9,750	-	-	9,750
Gain (loss) on disposal of capital assets	-	-	(9,960)	(9,960)
Interest expense	(9,923)	-	-	(9,923)
<b>Total nonoperating revenue (expenses)</b>	<b>(173)</b>	<b>-</b>	<b>(9,960)</b>	<b>(10,133)</b>
<b>Net income (loss) before transfers</b>	<b>(312,413)</b>	<b>(6,911)</b>	<b>267,948</b>	<b>(51,376)</b>
<b>Transfers:</b>				
Transfer (to) from other funds	15,835	-	(236,000)	(220,165)
<b>Total transfers</b>	<b>15,835</b>	<b>-</b>	<b>(236,000)</b>	<b>(220,165)</b>
<b>Change in net position</b>	<b>(296,578)</b>	<b>(6,911)</b>	<b>31,948</b>	<b>(271,541)</b>
<b>Total net position, beginning of year, restated</b>	<b>9,539,236</b>	<b>941,932</b>	<b>314,950</b>	<b>10,796,118</b>
<b>Total net position, end of year</b>	<b>\$ 9,242,658</b>	<b>935,021</b>	<b>346,898</b>	<b>10,524,577</b>

*See accompanying notes to basic financial statements.*




7

Printed by: Arlene McMurray  
Title: Form submission from: : VirtualTownHall

Thursday, October 22, 2015 11:32:05 AM  
Page 1 of 1

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From:  "Town of Kennebunkport, ME" <vtstdmailer@vt-s.net> 10/22/2015 10:28:34 AM   
Subject: Form submission from:  
To:  Arlene McMurray

---

Submitted on Thursday, October 22, 2015 - 10:28am  
Submitted by anonymous user: 24.97.162.243  
Submitted values are:

Choose from the following: Growth Planning Committee

==Please provide the following information:==

Full Name: James Aaron McMan

Email: [jmcmann@syseng.com](mailto:jmcmann@syseng.com)

Residential Address: 38 Goose Rocks Road Kennebunkport, ME 04046

Residential Phone: 207-205-2770

Business Address:

Business Phone:

Mailing Address (if different):

Are you registered to vote in Kennebunkport? Yes

Please list Membership in community organizations, dates involved, and activities performed:

Do you have any skills, experience, or training you would like to mention?

Planned and help coordinate the Kennebunk High School senior intern project.

Plan and Orchestrate a yearly event at the City of Portland Veteran's Day parade called "10 Hut Donut".

What is your reason for wanting to serve on this board or committee? I want to serve my community in ways that gives back. By residing as a GPC member, I will have the privelege and honor to help steet the policies that best serve our community as a whole.

List the top 3 choices that you would like to serve on( 1. 2. 3. In desired order)? 1. Growth Planning Committee

The results of this submission may be viewed at:

<http://www.kennebunkportme.gov/node/2661/submission/316>

August 13, 2015

### Growth Planning Committee

**Terms:** Three years on a staggered basis.

**Members:** Five and two alternates

#### Term Expires

Barbara Barwise, Secretary  
6 Sea Lane  
Kennebunkport, ME 04046  
[bbargrb@hotmail.com](mailto:bbargrb@hotmail.com)

~~867-211-1234~~

July 2016

Adam Burnett  
45 North Street  
Kennebunkport, ME 04046  
[adamburnett45@gmail.com](mailto:adamburnett45@gmail.com)

~~603-232-1103~~

July 2017

George Geyerhahn  
12 Elizabethan Drive  
Kennebunkport, ME 04046  
[ggeyerhahn@gmail.com](mailto:ggeyerhahn@gmail.com)

~~967-211-1234~~

July 2018

Daniel Saunders, Chair  
4 Duckwood Lane  
Kennebunkport, ME 04046  
[djsaun@yahoo.com](mailto:djsaun@yahoo.com)

~~603-232-1103~~

July 2018

James W. Fitzgerald, Jr.  
18 School St.  
Kennebunkport, ME 04046  
[fitzjim@roadrunner.com](mailto:fitzjim@roadrunner.com)

~~408-210-5111~~

July 2017

#### Alternates

Paul Hogan  
324 Kings Highway  
[paulhoganni@gmail.com](mailto:paulhoganni@gmail.com)

~~870-232-1103~~

July 2016

1 Vacancy

#### Selectmen Representative

Allen A. Daggett

8

Laura Azevedo  
3 Oak Street  
Kennebunkport, ME 04046

October 1, 2015

Ms. Laurie Smith  
Town of Kennebunkport  
P.O. Box 566  
6 Elm Street  
Kennebunkport, ME 04046

Dear Ms. Smith,

My name is Laura Azevedo and I write to you as a resident of the Town of Kennebunkport to express concern over the on street parking that is currently permitted on West Street. Several of the neighbors have been in discussion regarding the on street parking and have started a petition stating they would like to see parking eliminated on West Street. I volunteered to collect the signatures of those who reside in the neighborhood and found everyone to be incredibly generous in sharing their time and stories of support. Nearly every single person who signed this petition stated "safety" as the greatest concern with regards to having parking on West Street.

As someone who is by definition considered "disabled" and has at different times in my life had to use either a wheelchair, crutches, and now currently a cane for mobility I have found it frustrating that parking is allowed on West Street. The street is too narrow to accommodate two cars plus the line of cars that are parked there on any given day. Having parking there turns a two-way street into a one-lane road where drivers are forced to pull into someone's driveway to be able to pass safely. There is no sidewalk on West Street and when the cars park on the street it effectively blocks the line of sight of people walking. If I were still in a wheelchair, cars traveling down the street would *never* be able to safely see me. There have been times when walking that I have had to jump out of the way and I fear the day that a car will either be traveling too fast for me to do so, or that my own reaction time will not be quick enough. Neighbors have grandchildren that sometimes play outside or often walk their dogs along the road and many have stated similar concerns. Please do not wait for a serious accident or incident to occur to eliminate the on street parking on West Street.

I urge you to take a strong look at the safety issues of currently allowing parking on West Street and take into account the amount of residents who have signed this petition and stand together on this issue.

Thank you very much for your attention to this important matter.

Sincerely,

  
Laura Azevedo



Laura Azevedo <leazevedo5@gmail.com>

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## west street parking

1 message

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**Michele Trenchard** <Michele\_Trenchard@loomis.org>  
To: "leazevedo5@gmail.com" <leazevedo5@gmail.com>

Sun, Sep 20, 2015 at 7:42 PM

Hi Laura,

Both Webb and I support your petition to eliminate parking on West St! We have lived at 11 Oak st for 10 years and I am amazed that parking is still allowed on West. West is as narrow of a road as Oak and Locke, so why can people park on West? (when parking on Oak or Locke is not allowed) Makes no sense at all. It is extremely dangerous to turn from Oak onto West because of the curve and the difficulty in seeing on-coming in traffic. This is also extremely problematic when one is trying to turn from West onto North, or turning from North onto West! There's no where to turn. West St has essentially become a one lane road. If 2 cars or (trucks with trailer and lawn equipment!) are traveling on West in opposite directions, some one must be willing to attempt to pull into a driveway because passing each other is impossible, as is pulling over because 1 side is obstructed by a row of parked cars.

We give you our permission to add our names to the list of petitioners. Thank you for putting this together!

Michele and Webb Trenchard

Phyllis Levesque Azevedo  
3 Oak Street  
Kennebunkport, ME 04046

October 09, 2015

Ms. Laurie Smith  
Town of Kennebunkport  
P.O. Box 566  
6 Elm Street  
Kennebunkport, ME 04046

Dear Ms. Smith,

My name is Phyllis Levesque Azevedo and I write to you as a resident of the Town of Kennebunkport to voice concern over the parking that is currently allowed on West Street. Multiple neighbors have been in discussion with regards to the on street parking and have started a petition stating they would like said parking eliminated on West Street. My daughter, Laura volunteered to collect the signatures of those who live in the neighborhood and you will find every person that was home signed the petition. The vast majority of those who signed this petition listed "safety" as the utmost concern with regards to having parking allowed on West Street.

With West, Oak, & Locke Streets being part of an older and established neighborhood, the street is simply too narrow and was not originally designed to accommodate two cars plus the number of cars that are often found parked there during the day. Having parking there has subsequently turned a two-way street into one where only one car can safely drive down. The only way to use the road is to pull into someone's driveway to allow other cars to be able to pass. The line created by the row of cars parked on the street obstructs the line of sight of pedestrians walking down the road. Cyclists are often blocked from view as well. Those not familiar with the constraints of the road often travel very quickly around the curve only to be forced to stop short to avoid hitting the cars parked on West Street. Neighbors have expressed great concern that small children or the elderly would not be able to survive the impact of an accident.

I strongly urge you to examine the safety issues of currently allowing parking on West Street and take into account the number of those who reside in this neighborhood who have signed this petition and have come together on this issue. Please do not wait for an accident or something dangerous to transpire to eliminate the on street parking on West Street.

Thank you very much for your attention to this serious safety concern.

Sincerely,

  
Phyllis Levesque Azevedo

Hello Ms. Smith,

I hope you are well and have had an enjoyable summer.

I am following up on our discussions in June about removing/repairing the sidewalk on Oak Street. Would you please share this e-mail with Mike Claus? I could not find his email address. As I previously indicated, I have spoken to all but one of my neighbors on the side of Oak Street where the sidewalk runs, plus four of the five neighbors on the other side of Oak Street. The sentiment is consistent in one area. If the sidewalk remains, it should be repaired and maintained by the Town. Only one neighbor strongly supports keeping the sidewalk. That neighbor's main reason for wanting to keep it is the fear that if the sidewalk is removed, parking will be allowed on Oak Street, as it is on West Street.

My initial discussion about the sidewalk with my neighbors led to discussions with other neighbors on West Street. The outcome of those discussions is that parking on all streets in the neighborhood needs to be addressed/removed. Neighbors do not want parking expanded on to Oak or Locke Streets, and they want it prohibited on West Street, or strictly limited to guest parking. As was recently evidenced in the neighborhood, even guest parking on any of these three streets can make it difficult for vehicles to negotiate the streets, especially emergency vehicles.

When I spoke with Mike Claus in June, he said he would send a survey to neighbors to ask about how to deal with the sidewalk on West Street. In case he still plans to do so, I would encourage him to add questions about parking on the three streets in the neighborhood.

In order to indicate the condition of the sidewalk on Oak Street, I have enclosed pictures at the corner in front of my house where the sidewalk begins at the merger of West in to Oak Street, and pictures down the length of the sidewalk. The pictures provide evidence of the sidewalk's state of disrepair. Further down the street the sidewalk is in very poor condition and as the pictures show, is not a continuous surface. You can also see another problem in the pictures. That problem is evident by the tread marks in the sand and the hole in the street, which is filled with water. Because of cars parking on West Street, drivers are required to cut across the sidewalk and lawns when rounding the corner from West to Oak or from Oak to West. The hole has gotten larger since I took this photo in June. I have enclosed another picture at the bottom of this e-mail that shows a granite curb on Cross Street that prevents cars and the snowplow from cutting across the corner of the streets.

My neighbors all commented on how narrow West, Oak and Locke streets are. Two cars approaching each other on any of these three streets have to do so cautiously. Generally one of the drivers has to pull on to a lawn or the shoulder of the street and wait while the other car passes. Parking on West Street makes it impossible for two cars to pass each other and both cars remain on the street. The parking on West Street and narrowness of all three streets also makes walking or riding a bicycle dangerous. Especially when it is dark in the early morning or at night. Walkers have to press against cars or step into lawns on West Street and onto the crumbling sidewalk on Oak Street to avoid being hit by cars, and step off the street on Locke Street when cars pass. Cyclists are required to dismount if car drivers do not pull over to give the cyclists room, since there is no bike lane or road shoulder on which they can ride. West, Oak and Locke streets are residential streets. However, the streets are being used more and more for commercial and tourist parking and pass throughs for drivers looking for another route across the river or as a way to avoid slowing down driving past the fire station. This impedes our ability to drive, walk or cycle safely on the streets in our neighborhood.

My neighbors and I look forward to finding the best way to address the concerns of our neighborhood regarding the sidewalk on Oak Street and parking on West, Oak and Locke.

Thank you,  
Vernon L. Moore  
9 West Street  
Kennebunkport, Maine 04046  
207-632-2861



This petition seeks to address the parking issues on West Street in Kennebunkport, Maine. Parking is currently permitted on one side of West Street and due to the narrow constraints of the road it subsequently turns a two way street into one where only one car is able to safely travel down the street. This has become an increasingly serious safety concern for many who reside in the neighborhood. Several residents have almost been hit because this creates a blind spot as they come around the curve from Oak Street and drive down West Street and vice versa. It also makes it very difficult to see pedestrians walking down the road because of the line of sight and due to where the cars are parked. If there were ever an emergency it would make it extremely difficult for an ambulance or fire truck to access those in need. The parking issue has also created erosion to the street and along properties where cars have parked. Please sign this petition if you would like to see the Town of Kennebunkport restrict and post signs for NO PARKING on EITHER SIDE of West Street.

Printed Name	Signature	Address	Comment
LOCA McGRATH	Lara McGrath	2 Oak	
Phyllis Levesque	Phyllis Levesque	3 Oak	
FRANK AZEVEDO	Frank Azevedo	3 Oak	
LAURA AZEVEDO	Laura Azevedo	3 OAK ST.	
<del>Janet Henry</del>	<del>Janet Henry</del>		
Janet Henry	Janet Henry	9 West St	
Vernon Hurd	Vernon Hurd	9 West St.	100% Supportive
Carol Langer	Carol Langer	7 West St	Very Supportive
Harold Langer	Harold Langer	7 West St	100%
Lisa Gonnella	Lisa Gonnella	5 OAK ST.	Very supportive
Anthony Gonnella	Anthony Gonnella	5 OAK ST	Very Supportive
Severly Keough	Severly Keough	7 OAK ST	100% Supportive
Edward Keough	Edward Keough	7 OAK ST	100% Supportive
Lynza A. Page	Lynza A. Page	16 OAK	Clearly needed
Gillet Page	Gillet Page	16 Oak	100% agreement
Flora Bonaguidi	Flora Bonaguidi	19 Oak	
Kathleen Campbell	Kathleen Campbell	19 Locke St.	100% Supportive
Scott Campbell	Scott Campbell	19 Locke St.	
TEH WALKER	TEH WALKER	15 LOCKE ST.	
Robert Wall	Robert Wall	5 WEST ST.	
Alyson L. Priests	Alyson L. Priests	4 West St.	
Yvonne Moore	Yvonne Moore	16 Oak St	
Pat Lepore	Pat Lepore	20 North	Very dangerous
Linda Stewart	Linda Stewart	6 West St	dangerous
JAMES TARDIFF	James Tardiff	8 WEST ST	
JAKI FORD	JAKI FORD	8 WEST ST	YES
DONALD SANDSON	DONALD SANDSON	1 LOCKE ST	

Jois Badger	8 Locke St	agree
Bob Badger	8 Locke St	agree
Nicole Kew/100%	13 Locke St	100% support
ERRIN FRINK	13 Locke St	AGREE
Michele Trenchard	11 OAK STREET	
Webster Trenchard	11 OAK STREET	PLEASE SEE ENCLOSED DOCUMENT.
Susan Graham	12 Oak Street	
Susan Graham	12 Oak Street	In Agreement - out of town
Susan Graham	20 oak st.	agree
Cynthia & Bob Clark	22 N. 1st St	agree
Kathy Ceste	24 North St	Agree
Mark Ceste	1107 Summer	Agree
Kristen Kuehnle	18 NORTH ST	100% support
Patricia Hill	ALL CARRIER	
Sharon Sauer	906	
Rebecca Eaton	3 West St	Agree









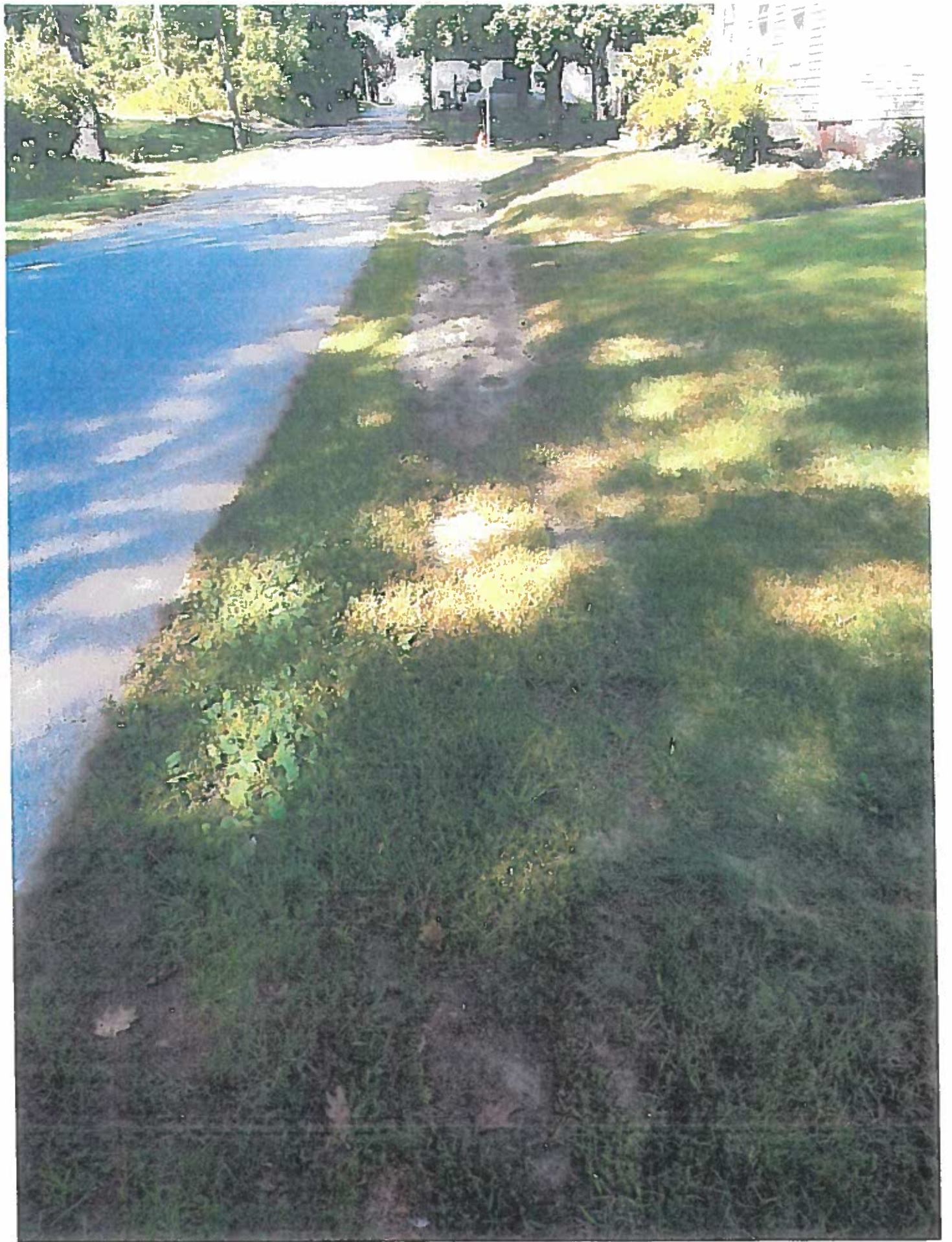
















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*Estimate of Probable Cost***NEW BIDDFORD ROAD PAVED SHOULDER****(Winter Harbor Road to Kings Highway)**

Project Length: 3900 l.f. and Width: 4 ft.

**Scope of Work: Install new Paved Shoulder from Winter Harbor Road to Kings Highway.**

Prepared By: MWC, Highway Department

Print Date: Nov 9, 2015

Description	Quantity	Unit	Unit Price	Total Cost
<b>3030 - Gravel</b>				
Gravel, 3/4" Crushed Gravel	1,083.3	c.y.	\$15.00	\$16,250.00
Rip Rap	15.0	c.y.	\$25.00	\$375.00
Excavator Rental	1.0	mo.	\$4,600.00	\$4,600.00
Loam and Hydro Seed	15,600.0	s.f.	\$0.11	\$1,716.00
Sub-Total (3030 - Gravel)				\$22,941.00
<b>3050 - Bit. Concrete Paving and Curb</b>				
Haul & Place 3" Paving	309.8	tons	\$70.00	\$21,688.33
Hand Place Driveway Aprons	7.3	tons	\$100.00	\$733.33
Signs	10.0	ea.	\$80.00	\$800.00
Striping	3,900.0	l.f.	\$0.04	\$156.00
Sub-Total (3050 - Bit. Concrete Paving)				\$23,377.67
<b>TOTAL:</b>				<b>\$46,318.67</b>

**SUMMARY - NEW BIDDEFORD ROAD PAVED SHOULDER:**

3030 - Gravel	\$22,900.00
3050 - Bit. Concrete Paving and Curb	\$23,400.00
Contingency	\$3,200.00

<b>TOTAL:</b>	<b>\$49,500.00</b>
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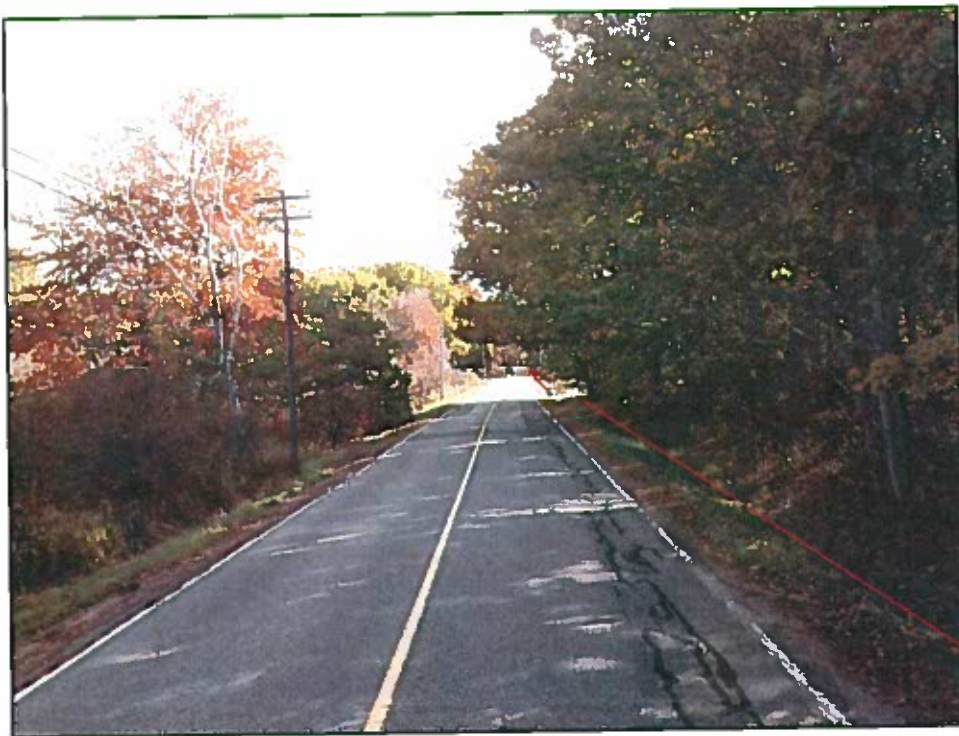
**FUNDING - NEW BIDDEFORD ROAD PAVED SHOULDER:**

Bridge Capital G 1-320-14 / E 51-08-50-01	\$49,500.00
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<b>TOTAL:</b>	<b>\$49,500.00</b>
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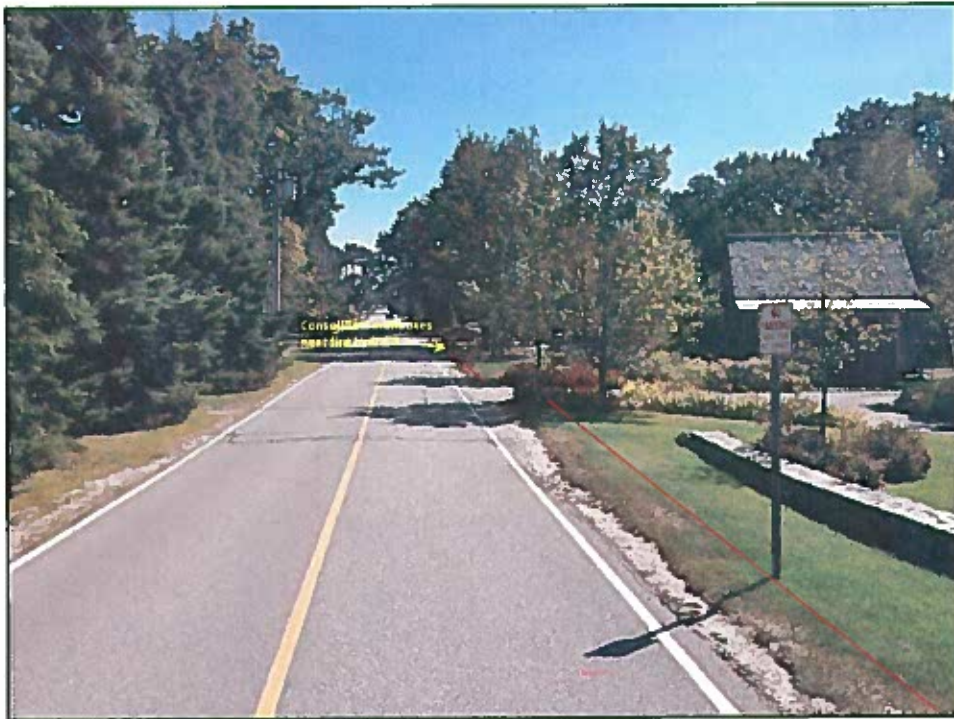




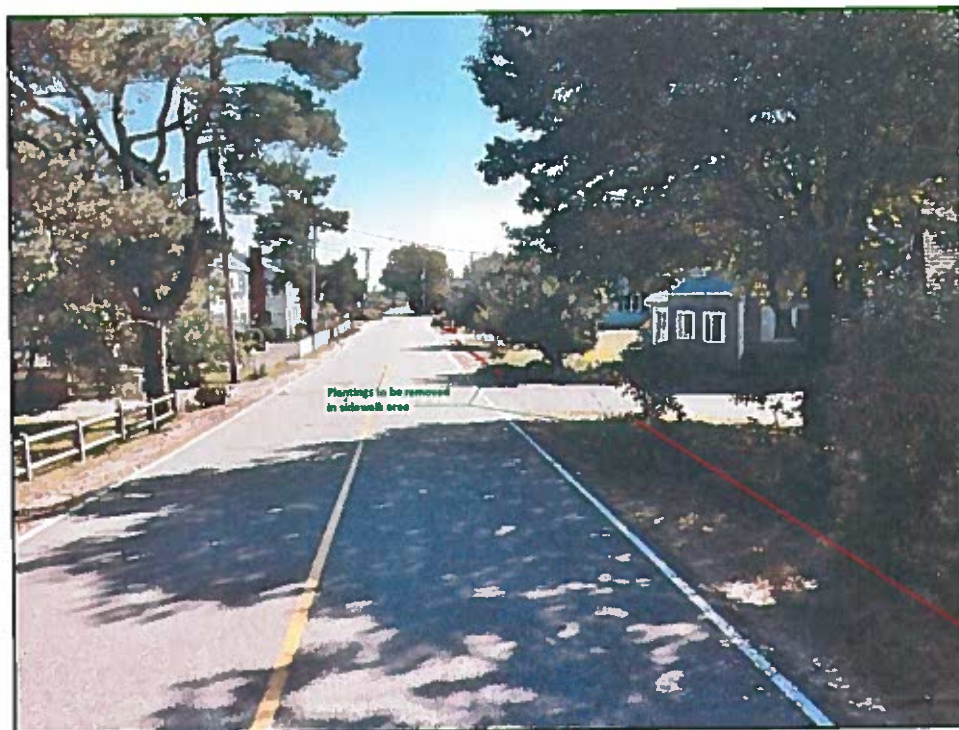


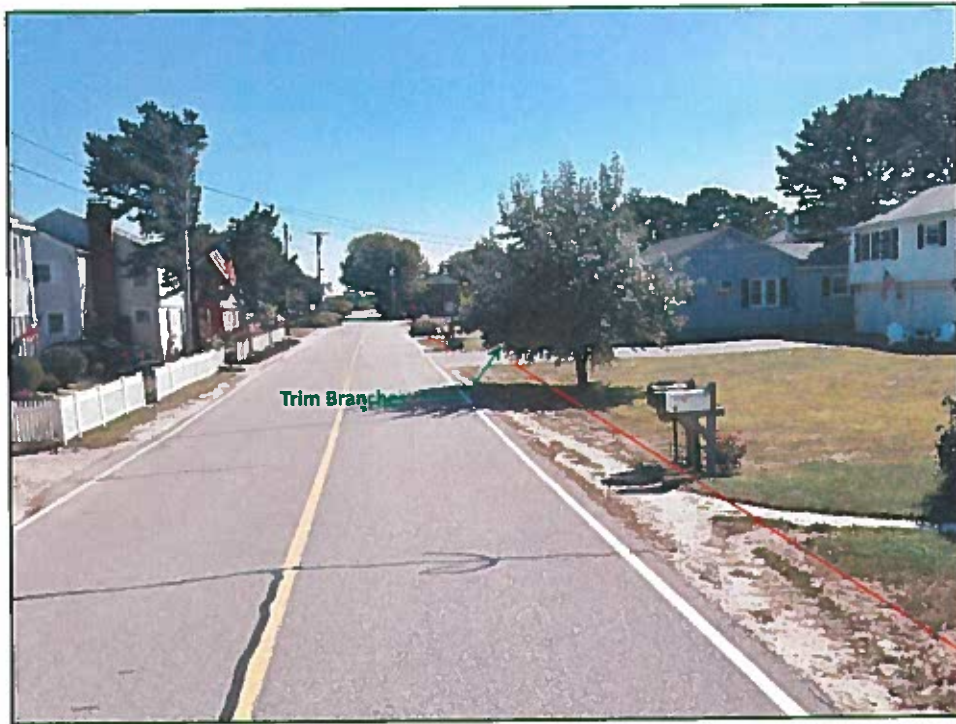












# CM Services Cost Comparison

Company	Wright-Ryan 1	Wright-Ryan Final	Wright-Ryan Alt	Allied - Cook 1st & Final	Landry - French	Zachau
reconstruction Fee	\$ 6,000	\$ 5,000	\$ 5,000	-	\$ 5,000	\$ 5,000
onstruction Mgt Fee	10%	8%	8%	5%	5%	8%
onstruction Cost Est- 500K	\$ 60,000	\$ 48,000	\$ 48,000	\$ 30,000	\$ 30,000	\$ 48,000
eneral Conditions (6 mos) per month cost	\$ 113,450 \$ 18,908	\$ 113,450 \$ 18,908.33	\$ 88,708 \$ 14,784.67	\$ 132,259 \$ 22,043.17	\$ 96,848 \$ 16,141	\$ 106,400 \$ 17,733.33
Potential Total Cost:	\$ 179,450	\$ 166,450	\$ 141,708	\$ 162,259	\$ 126,848	\$ 159,400

\* Will credit pre-construction fee

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October 7, 2015

Laurie Smith, Town Manager  
Town of Kennebunkport  
P.O. Box 566  
6 Elm Street  
Kennebunkport, Maine 04046

RE: Police Station addition and renovation project, Kennebunkport, Maine

Dear Ms. Smith:

Please find below our submission of preconstruction services and construction management services fees. Please do not hesitate to contact us if you require any further information; we are available and happy to answer any questions you may have.

**Preconstruction Services Fee:**

It is our understanding based on the information in the RFQ that the preconstruction period could be expected to last approximately four to five months. Based on this, and the description of preconstruction services in the RFQ, we propose a fee of \$6,000 plus reimbursable expenses per the attached Exhibit A.

**Construction Management Services Fee:**

Ten percent (10%) of the Cost of the Work as described in Article 6, Cost of The Work for Construction Phase, of the A133 -2009.

**Estimated General Conditions:**

As Construction Managers we will work with you to optimize the project schedule to minimize General Conditions costs. If we base our general conditions on a six (6) month duration as you requested, we estimate \$113,450. When we originally provided a conceptual estimate for the project we projected a duration of four (4) months. If we base our general conditions on a four (4) month duration, we estimate \$83,740 – a savings of \$29,710. In addition, we submit the attached General Conditions Cost Allocation Matrix as Exhibit B.

**Labor Rates:**

Please reference the enclosed Exhibit C, Standard Labor Rates 2015

Sincerely,

Cordelia Pitman, RA, LEED AP BD+C  
Director of Preconstruction Services

*Building Maine's Great Spaces*





**Exhibit A**  
**Statement of Reimbursable Expenses**

Reimbursable expenses during pre-construction include expenditures made directly for the benefit of the project. They include, but are not limited to, the following:

- Reproduction costs
- Overnight delivery
- Travel (at IRS standard mileage rate)
- Permits
- Craft labor and equipment for exploratory work to assist in developing construction documents
- Fees paid by the Construction Manager to governmental authorities
- Consultants engaged by the Construction Manager at the Owner's request

All of the above are subjected to a ten percent (10%) administrative fee.

*Building Maine's Great Spaces*

Wright-Ryan Construction, Inc. • 10 Danforth Street • Portland, Maine 04101  
Phone (207)773-3625 • Fax (207)773-5173 • [www.wright-ryan.com](http://www.wright-ryan.com)

**EXHIBIT B**  
**General Conditions Cost Allocation**

Description	Precon. Fee	CM Fee	Cost of Work		Owner Supplied	Not Expected
			General Conditions Div I	Balance Div 2-17		

**Home Office Expenses:**

Home Office Overhead		X				
Accounting		X				

**Project Administration:**

Preconstruction Director	X					
Senior Estimator	X					
Estimator	X					
Bid Package Reproduction & Distribution			X			
Project Manager			X			
Travel Expenses			X			
Assistant Project Manager			X			
Shop Drawing Coordination			X			
Purchasing/Procurement			X			
Reporting			X			
Expediting			X			
Production of Record Drawings & O&M Manuals			X			
Superintendent & truck			X			
Assistant Superintendent/Foreman						X
Safety Officer			X			
Field Engineering				X		
Site Survey					X	
Layout				X		

**Field Office Expenses:**

Job Office/Trailer			X			
Architect/Owner Office						X
Conference Room Facilities						X
Storage Trailers			X			
Telephone/Fax/Computers			X			
Office Equipment			X			
Sanitary Facilities			X			
Copies			X			
Blueprints			X			
Messenger and Courier						X
Photographs						X
Drinking Water			X			

**Insurance, Bonds and Taxes:**

General Liability Insurance				X		
Builder's Risk					X	
Insurance/Tax/Benefits on CM Labor			X	X		
Sales Taxes			X	X		
Performance and Payment Bond				X		
Construction Permit and Fees				X		

### General Conditions Cost Allocation

Description	Precon. Fee	CM Fee	Cost of Work		Owner Supplied	Not Expected
			General Conditions Div I	Balance Div 2-17		

**General:**

Security						X
Police Details						X
Construction Fence				X		
Temporary Protection				X		
Dust Control				X		
Temporary Heat Equipment			X			
Temporary Heat Fuel			X			
Winter Conditions and Temporary Enclosures			X			
Snow Removal				X		
OSHA Safety Requirements				X		
Off-Site Storage and Warehouse Support						X
Testing/Inspections					X	
Temporary Power			X			
Temporary Water			X			
Equipment Rental				X		
Staging and Hoisting				X		
Clean Site			X			
Clean Building			X			
Clean Glass			X			
Rubbish Removal/Dumpsters			X			
Temporary Signage			X			
Pest/Rodent Control						X
Project Identification			X			
Traffic Control						X

i) **LUMP SUM FEE FOR PRECONSTRUCTION SERVICES**

AlliedCook proposes no fee for preconstruction services.

ii) **CM PERCENTAGE FOR CONSTRUCTION PHASE SERVICES**

AlliedCook proposes a fee of 5% of the cost of the work for construction phase services.

iii) **ESTIMATED GENERAL CONDITIONS**

AlliedCook proposes General Conditions costs of \$132,259 (\$22,043 per month) based on a 6-month construction schedule which is in line with the General Conditions Cost Allocation provided with the RFP.

iv) **LABOR RATES**

Construction Manager	Included in Fee
Project Manager	\$85/Hour
Superintendent	\$65/Hour
Project Engineer	\$50/Hour (if required)
Construction Foreman	\$50/Hour
Carpenter	\$45/Hour

v) **SHARING SAVINGS**

100% of any cost savings will be returned to the Town of Kennebunkport.



## Kennebunkport Police Station Addition & Renovation Project

Kennebunkport, Maine

Cost Allocation Schedule	By Owner	By Construction Manager			
		General Req. (Div. 1)	Cost of Work (Div. 2 - 16)	CM Fee	Unit Cost
Baseline & Control Engineering			X		
Bonds, P & P	X				
Bonds on subcontractors			X		
Cleaning – Final, including glass		X			\$2,859
Cleaning - Progress			X		
Clerk of the Works/Owners Rep.	X				
Conducting of Job Progress Meetings				X	
Construction Cleaning			X		
Construction Photos			X		
Contingency			X		
Contractor Bid Specs & Negotiation				X	
Dust Control			X		
Equipment Rentals			X		
Field Office, Trailer, Supplies, Storage, Postage & Courier		X			\$6,180
First Aid/Fire Protection		X			\$1,310
CM Labor w/Insurance, Taxes, Benefits			X		
Hoists and Lifts			X		
Home Office Overhead				X	
Home Office Rent & Utilities				X	
Home Office Vehicles & Travel				X	
Impact Fees	X				
Insurance, Builder's Risk & Fire	X				
Insurance, Contractor's Liability			X		
Insurance, Worker's Compensation		X	X		Included
Material Handling			X		
Meeting Minutes / Memos		X			Within PM
Monthly Pay Requests, Preparation				X	
Monthly Pay Requests, Audit	X				
Permits (Except Building & State Fire Marshal)	X				
Permits, Building			X		
Plans / Reproduction and Distribution		X			\$750

Cost Allocation Schedule	By Owner	By Construction Manager			
		General Req. (Div. 1)	Cost of Work (Div. 2 - 16)	CM Fee	Unit Cost
Item					
Prep & Updating Project Schedules and Reporting		X			Within PM/Supt.
Project Closeout		X			Within PM/Supt.
Project Manager		X			\$17,680
Project Signage			X		
Project Superintendent		X			\$77,790
Project Engineer		X			N/A
Record Drawings (As-Built)		X			\$1,250
Safety Program & Enforcement		X			\$1,500
Sales Tax			X		
Security	X				
Shop Drawings			X		
Site Office & Sheds		X			\$1,200
Snow Removal			X		
Special Inspections	X				
Staging & Scaffolding			X		
Subcontract Relationships		X			N/A
System Startup & Commissioning	X				
System Testing & Balancing			X		
Temporary Electric Power	X				
Temporary Enclosures, Doors, Partitions, Fencing, Screening		X			\$4,400
Temporary Heat Equipment			X		
Temporary Heat Fuel			X		
Temporary Phone, Fax, Data		X			\$450
Temporary Protection			X		
Temporary Sanitary Facilities		X			\$1,740
Temporary Signage		X			Within Safety
Temporary Storage		X			\$650
Temporary Water	X				
Testing / Inspections	X				
Tools & Consumables / Expendables / Rentals			X		
Trash Dumpster and Removal		X			\$5,400
Trucking & Material Handling		X			\$9,100
Warranty			X		
<b>TOTAL</b>					<b>\$132,259</b>



Google Maps 135 Marshall Point Rd



135 Marshall Point Rd

Arundel, ME 04046

To: Allan Moir, Fire Chief

From: Michael Shea

Date: November 4, 2015

Attached are the signed and notarized documents. Please email me Confirmation of receipt at 4strike.shea@gmail.com.

Thank you.

==

TOWN OF KENNEBUNKPORT FIRE DEPARTMENT  
RELEASE TO BURN

1. Michael Shea of 1905 STONEGATE ROAD  
Anchorage, Ky 40223  
("Full permanent residence address")

in consideration for the undertaking by the Kennebunkport Fire Department at my request to burn certain buildings owned by me and located at 135 R Marshall Point, Kennebunkport in Kennebunkport, in the County of York and the State of Maine, have released and discharged and by these presents do for myself, my heirs, executors, administrators and assigns release and forever discharge the Town of Kennebunkport, its officers, agents and employees, and particularly, but without limitation upon the generality of the foregoing, the Selectmen, Town Manager, Fire Chief, and members of the Kennebunkport Fire Department, from all claims, demands, actions, causes of action, or suits at law or in equity of whatever kind of nature, for or because of any matter or thing done, omitted or suffered to be done by said parties, and particularly on account of all injuries both to person or property resulting or to resulting from training operations at said buildings, including the burning, attempted burning or preparation for burning of said buildings.

  
Signature  
Michael A. Shea  
Print Full Name

WITNESSED under by hand and seal this 3<sup>rd</sup> day of November 2015.

In the presence of:  
  
PENNY NAPIER  
NOTARY PUBLIC  
Kentucky, State At Large  
My Commission Expires 8/12/2017  
I.D. # 467088

STATE OF ~~MAINE~~ Kentucky  
COUNTY OF ~~YORK~~  
Jefferson

Personally appeared the above named Michael A. Shea and acknowledged the above instrument, by him signed and sealed, to be his free act and deed.

Before me,  
Penny Napier

## Kennebunkport Fire Department

### Use of Property Agreement

This Agreement is made by and between the Town of Kennebunkport Fire Department (hereinafter referred to as KPFD) and the property owner(s), Michael Shea (hereinafter referred to as Owner).

135 R Marshall Point

WHEREAS, the Owner of the property located at 21 Ocean Avenue, Kennebunkport, certifies that he has sole authority to administer the property and is providing the property to KPFD for use in training activities; and

WHEREAS, KPFD will utilize the property for training and that training will take place at a variety of times and dates in the existing primary building on the property; and

WHEREAS, KPFD will prepare and inspect the property for training operations at its sole risk and at no expense to Owner, which will result in information useful to KPFD, which will result in information useful to KPFD,

NOW THEREFORE, it is mutually agreed as follows:

1. Owner desires demolition of the building and hereby grants permission to KPFD to use the property for training operations.
2. KPFD may, at its discretion, use the structures on this property for training of personnel.
3. Neither party will be assessed any fees or charges for use of the property for training operations.
4. Owner accepts no responsibility for injuries to KPFD personnel resulting from the training operations.
5. Owner agrees to provide to KPFD written proof of clear title to property.
6. Owner agrees to provide KPFD with proof of notification to Owner's insurance company that training exercises will take place and cancellation of insurance.
7. The Owner agrees to hold the Town of Kennebunkport and the KPFD harmless for damages or loss ensuing from the training operations as detailed in the attached Release to Conduct Training.
8. The final cleanup of the property will be the Owner's responsibility.
9. The KPFD training operations will be completed by 1/1.
10. This is the only Agreement between the parties.

Agreed to and executed on 11/3/15 by and between the parties.



Property Owner(s)

Date: 11-3-15

**Accepted for the Town of Kennebunkport:**

**KPFD Chief**

(Pm)

Date \_\_\_\_\_

Town of Kennebunkport Fire Department  
**Use of Property Agreement**

This Agreement is made by and between the Town of Kennebunkport Fire Department (hereinafter referred to as KPFD) and the property owner(s), MICHAEL SHEA

(Name and permanent address)

1905 STONEGATE ROAD, ARCHWAY KY 40223 (hereinafter referred to as Owner),  
135 R Marshall Point, Kennebunkport

WHEREAS, the Owner of the property located at 135 R Marshall Point, Kennebunkport certifies that he has sole authority to administer the property and is providing the property to KPFD for use in training activities; and

WHEREAS, KPFD will utilize the property for training and that training will take place at a variety of times and dates culminating in a total burn of the existing primary building on the property; and

WHEREAS, KPFD will prepare and inspect the property for training operations at its sole risk and at no expense to Owner, which will result in information useful to KPFD, and the destruction by fire of the property for Owner,

NOW THEREFORE, it is mutually agreed as follows:

1. Owner desires demolition of the building and hereby grants permission to KPFD to use the property for training operations.
2. KPFD may, at its discretion, use the structures on this property for training of personnel, including but not limited to destruction by fire upon completion of training operations.
3. Neither party will be assessed any fees or charges for use of the property for training operations or the controlled burning of the primary building.
4. Owner accepts no responsibility for injuries to KPFD personnel resulting from the training operations.
5. Owner agrees to provide to KPFD written proof of clear title to property.
6. Owner agrees to provide KPFD with proof of notification to Owner's insurance company that controlled burn training exercises will take place and cancellation of insurance.
7. The Owner agrees to hold the Town of Kennebunkport and the KPFD harmless for damages or loss ensuing from the training operations as detailed in the attached Release to Burn.
8. The final cleanup of the property will be the Owner's responsibility.
9. The KPFD training operations will be completed by 1/1.
10. This is the only Agreement between the parties.

Use of Property Agreement for controlled burn.

Agreed to and executed on 11/3/15 by and between the parties.



Michael Shea

Date: 11-3-15

**<PFD Chief** (Print)

Date \_\_\_\_\_



126.

# **KENNEBUNKPORT**

## **Fire Department**

**Date:** October 22, 2015

**To:** Board of Selectman

**From:** Allan Moir

**Re:** Purchase of the hydraulic rescue equipment.

---

As part of the budget this year, I had proposed that we start to upgrade our hydraulic rescue equipment ("Jaws of Life") over a three year period. My proposal is to upgrade all of our present equipment to a new One Step Coupling (OSC) coupling system; which will allow us to connect all of the tools with one coupling instead of two. This will make it a lot easier and quicker to attach the tools to the power supply, and it provides a safer operating environment for firefighters using them. We are also going to purchase a new hydraulic spreader this year; next year we will purchase a larger cutter tool and a smaller cutter that we need and the third year we will purchase a new hydraulic power supply. The new spreader and cutters have become necessary to enable cutting of the materials used in some newer vehicles.

Our current equipment (Amkus) is interchangeability with only one other company Genesis. If we were to go with another company for the tools we would also need to purchase a power supply for those tools and then start to purchase the new tools, or replace all the tools at once. With only two companies to choose from, that will allow us to gradually upgrade of our equipment, I thought it would be best to have their local distributors demonstrate their equipment so we could choose the best tools that will fit our needs now and into the future. The distributors provided the demonstrations of their equipment, to about 20 firefighters, and they were able to try out the tools and ask questions about them.

After the demonstrations, the pros and cons of each brand were discussed, and the consensus was that they liked the Genesis equipment best. The Genesis tools were preferred because they had a better ergonomic design, their balance was better, they were more comfortable to handle, and the controls were easier to use. The Genesis tool is also fully NFPA compliant.

There is only one dealer in northern New England for each of the two brands: Fire Tech & Safety for Amkus Rescue Systems; and HSE Fire Safety for Genesis Rescue Systems.



We have received pricing for both Genesis and Amkus tools:

**Genesis tools from HSE Fire & Safety of Auburn, Maine:**

1- S53XL Spreader	\$8,400.00
3- Male OSC couplings	\$570.00
2- Female OSC couplers	<u>\$420.00</u>
	\$9,390.00

**Amkus tools from Fire Tech & Safety:**

1- 30 CRT Spreader	\$6,850.00
1- Mono coupler Red	\$ 450.00
1- Mono Coupler Blue	\$ 450.00
5- Male Mono Couplers	\$1,250.00
7- Adapters	\$ 140.00
2- Female Mono Couplers	<u>\$ 600.00</u>
	\$9,740.00

I recommend that we purchase the Genesis tools from HSE Fire & Safety of Auburn, Maine for \$9,390.00.

We have budgeted \$11,000 to purchase this equipment for this fiscal year.

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260



# Quote

Date	Quote #
10/19/2015	992

Name / Address
KENNEBUNKPORT F.D.-ME 32 NORTH STREET P.O. BOX 505 KENNEBUNKPORT, ME 04046



				Rep
				NW
Item	Qty	Description	Unit Price	Total
A3-3002044620...	1	AMKUS 30 CRT SPREADER	6,850.00	6,850.00
A3-3910000010...	2	AMKUS EXTENDED REACH TIPS	425.00	850.00
A3-8000186583...	1	AMKUS MONO COUPLER KIT RED 1 CIRCUIT	425.00	425.00
A3-8000186583...	1	AMKUS MONO COUPLER KIT BLUE 1 CIRCUIT	425.00	425.00
A3-8304110G00...	5	AMKUS 8304110G000Z1 MALE MONO COUPLER	250.00	1,250.00
A3-82930G0000...	7	AMKUS 82930G00000G0 ADAPTER	20.00	140.00
A3-8304210G00...	2	AMKUS 8304210G000Z1 FEMALE MONO COUPLER	300.00	600.00
MISC	2	labor to install upgrades	100.00	200.00
COSTSHIP	1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00
<b>Total</b>				<b>\$10,740.00</b>



# Quotation

**Harrison Shrader Enterprises**  
13 Westminster Street  
Lewiston, Me  
207-272-9914 Fax: 207-553-2288  
[www.hsefiresafety.com](http://www.hsefiresafety.com)

Date: 10/1/2015	Submitted By: Dave Harrison
--------------------	--------------------------------

**Quotation For:**

Kennebunkport Fire Department  
Attn: Chief Moir  
Kennebunkport, Maine

CONTACT:	EST. SHIP DATE	SHIP VIA	TERMS
	30 Days		

QUANTITY	DESCRIPTION		EXT. PRICE
1	S49XL Spreader	\$ 6,750.00	\$ 6,750.00
1	S53XL Spreader	\$ 8,500.00	\$ 8,400.00
3	Male OSC's couplers	\$ 190.00	\$ 570.00
2	Female OSC couplers	\$ 210.00	\$ 420.00
		<b>TOTAL</b>	
SIGNATURE:		ABOVE PRICING WILL BE HONORED FOR:	

**ART.105.812.5****CERTIFICATIONS**

- NFPA 1936:2010 COMPLIANT
- ISO 9001:2008

# GENESIS

RESCUE SYSTEMS

[WWW.GENESISRESCUE.COM](http://WWW.GENESISRESCUE.COM)
**S53 XL SPREADER****ACCESSORIES**

- LED TOOL LIGHT - ART.813.595.0
- CHAIN PACKAGES - MULTIPLE

THE S53 OFFERS LIGHTER WEIGHT AND MORE POWER. THE S53'S REMOVABLE TIPS ARE EQUIP WITH SHARP STUDS IN THE TIP FOR ADDED GRIP IN THE BEGINNING OF THE SPREAD.

**SPECIFICATIONS**

LENGTH(IN/MM) - 35.2/895
WIDTH(IN/MM) - 11.8/300
DEPTH(IN/MM) - 8.5/215
WEIGHT(LBS/KGS) - 45.2/20.5
OPERATING PRESSURE(PSI/BAR) - 10,500/720
SPREADING DISTANCE(IN/MM) - 31.5/800
MAX SPREADING FORCE(LBF/KN) - 94,644/421
MAX PULLING FORCE(LBF/KN) - 22,480/100
NFPA 1936 COMPLIANT - YES
NFPA 1936 LEVEL RATING - N/A
LOWEST SPREADING FORCE(LBF/KN) - 11,870/52.8
HIGHEST SPREADING FORCE(LBF/KN) - 18,277/81.3
LOWEST PULLING FORCE(LBF/KN) - 8,678/38.6
HIGHEST PULLING FORCE(LBF/KN) - 14,837/66
SHIPPING WEIGHT(LBD/KGS) - 49/22.7



LOOKING FOR TRAINING



# ONE STEP COUPLER



## HOT SWAPABLE

The ability to "swap" rescue tools while the hydraulic line is charged or "hot" gives rescue personnel extra seconds, and man power when they matter. No longer does the operator require that the pump be disengaged before switching to another tool i.e. ram. Instead, the operator can disconnect the tool they are using, and reconnect a different tool without ever touching the pump or needing a pump operator.

## TWIN LINE

In staying with traditional twin line systems the OSC coupler from Genesis has the best of both worlds. First, it allows rescue personnel to easily upgrade their existing equipment with this new technology without having to purchase all new equipment. Second, it allows rescue personnel the ability to easily inspect their pressure and return lines for signs of wear and tear. This is extremely important as small undetected leaks can cause loss of performance in the tool, but more importantly it can cause safety hazards for the operator. Finally, the hose is allowed to swivel taking out any kinks in the hose lines during operation.

# OSC

ONE STEP COUPLER

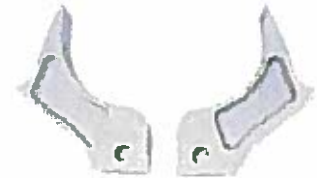


# AMK-30CRT SPREADER

Part Number 300204462000



**Optional Accessory:**  
Quick Adjust Chain Package  
Part No. 391200001000



**Optional Accessory:**  
Extended Reach Tip  
Part No. 391000001010  
Order (2) for a pair  
(Increase the spread up to 8 in.)

## SPECIFICATIONS

Maximum Spreader Opening:	32.0 in.	(813 mm)
Maximum Spreader Force :	17,775 lbs.	(79.1 kN)
(measured at 30.2 in. (767mm) spreader tip opening)		
Weight (Ready-to-use):	48.0 lbs.	( 21.75 kg)
Length:	30.1 in.	(765 mm)
Width:	12.0 in.	(305 mm)
Depth:	8.2 in.	(208 mm)
Rated Input Pressure:	10,500 psi	(724 bar)

## DESIGN & OPERATIONAL FEATURES

*Unique construction allows maximum usable force*

*Tips remain parallel to the cylinder throughout the spread allowing them to stay in contact with the material continuously for maximum spread (helps avoid piercing with the tips)*

*Removable tips to accept chain package and optional tips for versatility*

*Push button pins for easy removal of tips (eliminates possibility of losing pins in the field)*



2700 Wisconsin Avenue, Downers Grove, IL 60515-4226

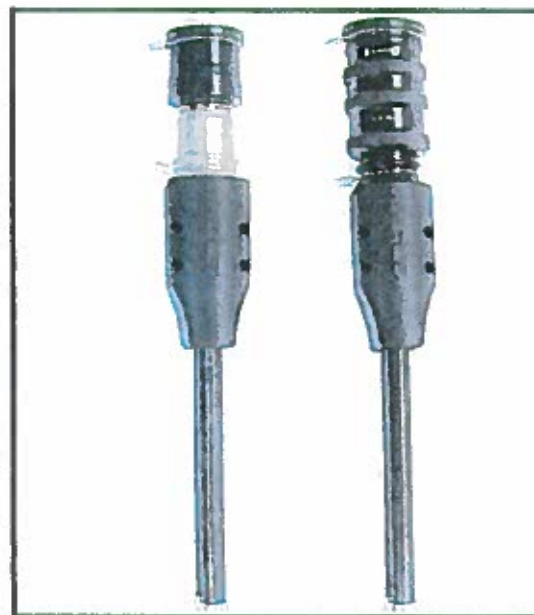
Tel. (630) 515-1800 Fax (630) 515-8866

Website <http://www.amkus.com> E-mail [experts@amkus.com](mailto:experts@amkus.com)



## Single Connection Coupler Now Available\*

- **Hot Swappable-** Allows connecting and disconnecting of tools while the line is under flow (in most cases it's not necessary to place the directional control of the power unit in the neutral position)
- Convert standard AMKUS twin line hoses into a single connection
- Retrofit existing AMKUS rescue tools



*\*Some limitations and restrictions apply: Couplings should be stored in a temperature controlled environment. Low temperature levels and other conditions can cause difficulty in connecting and disconnecting couplers. For safety reasons, there can be no mixing of standard couplers with Mono Couplers. You cannot use standard couplings on one hose end and Mono Couplers on the other hose end.*

**Contact your local dealer to schedule your demo or conversion.**

## Special Event Policy

Persons requesting permission to hold a Special Event in the Town of Kennebunkport must complete and submit a "Special Event Application" and submit the application to the Town Clerk preferably at least sixty (60) days prior to the requested event date. The Town requires a minimum of thirty (30) days to process the application, unless waived by the Town Manager. Any events taking place in roadways (i.e. bike races and road races) should submit applications at least 60 days in advance.

For purposes of this policy, a "Special Event" shall be defined to mean: Any activity which occurs upon public or private property that will affect the standard and ordinary use of Town-owned property, public streets, rights-of-way or sidewalks, and/or which requires additional levels of town services. This includes, but is not limited to, fairs, festivals, carnivals, sporting events, foot races/walks, bike races, markets, parades, exhibitions, auctions, dances, and motion picture filming. Special Events do not include: regular park activities, town functions held on town lands or in the Town right-of-way, functions held on school properties that are sponsored by the school district, or regular work being performed by Town agencies.

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Applicants shall provide information on the particulars of the event, the organization sponsoring the event, contacts for the event, the type of event, resources needed from Town departments, and a site plan of the event. Applicants will also be required to provide insurance policies and liability waivers.

The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment, other than motorized vehicles, are needed for the event, a deposit will be required, with the deposit based on the cost of materials/equipment borrowed (up to \$250). Any services required from the town either before, during, or after an event may be billed to applicant.

The Town Clerk will forward applications in a timely manner to the Police Chief, and Town Manager for review and final approval. Due to the limited resources available, the Town reserves the right to limit events, based upon the staff and resources available. Limitations may include, but are not limited to, one event per week for any special events requiring town resources. Due to issues related to winter maintenance, road and bike races are limited to the months of April through November. Events requiring Town staff should not occur on major holidays. Preference for event dates will be given to organizations with established events who submit their applications in a timely manner.

Deleted: Recreation Director,

Deleted: Public Works Director, Code Enforcement Officer, Fire Chief, KEMS Supervisor,

Any applicants wishing a waiver of Town fees will need to request said waiver from the Board of Selectmen. Current events, as of August 1, 2014, included within Christmas Prelude, Circus Smirkus, Memorial Day, and Fourth of July race at GRB will be exempt from additional fees until determined differently by the Board of Selectmen.

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2014	
Jan	
Feb	
Mar	
Apr	17-Apr MS Walk
May	11-May Maine Coast Marathon
	23-May School Around Us Craft Fair
	26-May Memorial Day Parade
	28-May Mr. Bush B-day
Jun	13-Jun Brews and Tunes
	14-Jun Tour De Cure
Jul	4-Jul GRB Roadrace
	19-Jul Cystic Fibrosis Ride
	26-Jul Hist Society Family Fun Day
Aug	7-Aug Circus Smirkus
	8-Aug Circus Smirkus
	9-Aug Democratic Town Committee
	9-Aug MS Ride
	9-Aug USSS Mororcycle Ride
	10-Aug MS Ride
	22-Aug Seashore Trolley Festival
	23-Aug SSMC Craft Fair
Sep	6-Sep Eastern Trail Alliance
	14-Sep Mainiac Triathalon
Oct	3-Oct Autism Ride
	19-Oct Wicked 5K
Nov	29-Nov Rotary Run 5K
Dec	5-Dec Prelude
	12-Dec Fire and Ice
	13-Dec Fire and Ice

2015	
Jan	
Feb	
Mar	
Apr	18-Apr MS Walk
May	10-May Maine Coast Marathon
Jun	8-Jun Bush B-Day
	13-Jun Brews and Tunes
	13-Jun So Congo Craft Fair
	14-Jun Tour De Cure
Jul	4-Jul School Around Us Craft Fair
	5-Jul GRB Race
	18-Jul CF Cycle for Life
	19-Jul CF Cycle for Life
Aug	6-Aug Circus Smirkus
	7-Aug Circus Smirkus
	8-Aug MS Ride
	9-Aug MS Ride
	22-Aug Animal Welfare Craft Fair
Sep	5-Sep School Around Us Craft Fair
	12-Sep Maine Lighthouse Ride
	19-Sep Bike Maine
	20-Sep Maniac Triathalon
	20-Sep Bike Advocacy Ride
Oct	3-Oct Autism Ride
	10-Oct Trail Trust Festival
	18-Oct Wicked 5K
Nov	28-Nov Rotary Run 5K
Dec	4-Dec Prelude
	? Fire and Ice
	? Fire and Ice

2015 Kennebunkport Special Events

Date of Event	Organization	Type of Event	Date App. Sent	Date App. Returned	Final Sign-off
4/18/2015	MS Walk	Walk	12/4/2014	12/16/2014	2/5/2015
5/10/2015	Maine Coast Marathon	Marathon	1/12/2015	1/21/2015	3/6/2015
6/8/2015	Barbara Bush's 90th	Fundraiser	3/16/2015	4/7/2015	5/26/2015
6/13/2015	Kennebunkport Festival	Brews & Tunes	2/5/2015	4/8/2015	5/26/2015
6/13/2015	Crafts on the River	Craft Fair	3/20/2015	3/23/2015	4/13/2015
6/14/2015	Tour de Cure-MS	Bike ride	12/17/2014	3/27/2015	4/13/2015
7/5/2015	GRBA Race & Bike Parade	Race/Parade	4/29/2015	4/29/2015	5/28/2015
07/18 & 07/19	Cystic Fibrosis	Bike ride	1/12/2015	2/24/2015	3/6/2015
08/06 & 08/07	Circus Smirkus	Children's circus	7/10/2015	7/10/2015	7/24/2015
08/08 & 08/09	Bike MS Great ME Getaway	2 day bike race	12/15/2014	1/7/2015	2/5/2015
8/22/2015	Society of So. ME Craftsmen	Craft Fair	2/5/2015	2/12/2015	3/6/2015
9/5/2015	School Around Us Craft Fair	Craft Fair	7/20/2015	7/31/2015	8/13/2015
9/12/2015	Maine Lighthouse Ride	Bike ride	4/21/2015	7/14/2015	7/24/2015
9/19/2015	BikeMaine	Bike ride	1/12/2015	1/28/2015	3/6/2015
9/20/2015	Mainiac Sprint	Triathlon	N/A	9/14/2015	9/18/2015
10/3/2015	Ride for Autism	Bike Ride	9/11/2014	9/11/2015	10/1/2015
10/10/2015	Kport Conservation Trust	Trail race	10/6/2015	10/8/2015	10/9/2015
10/18/2015	Wicked 5K Road Race	Road race	9/18/2015	9/18/2015	10/5/2015
10/31/2015	Trick or Trot 5K	Road race	10/8/2015	10/9/2015	CANCELLED
11/28/2015	Kennebunk Rotary Club	Road race	6/24/2015	6/24/2015	8/14/2015

## **Special Event / Mass Gathering Application**

Persons requesting permission to hold a Special Event or Mass Gathering in the Town of Kennebunkport must complete and submit a "Special Event / Mass Gathering Application" and submit the application to the Town Clerk preferably at least sixty (60) days prior to the requested event date. The Town requires a minimum of thirty (30) days to process the application. Any events taking place in roadways (i.e. bike races and road races) should submit applications at least 60 days in advance.

For purposes of this application, a "Special Event" shall be defined to mean: Any activity which occurs upon public or private property that will affect the standard and ordinary use of Town-owned property, public streets, rights-of-way or sidewalks, and/or which requires additional levels of town services. This includes, but is not limited to, fairs, festivals, carnivals, sporting events, foot races/walks, bike races, markets, parades, exhibitions, auctions, dances, and motion picture filming. Special Events do not include: regular park activities, town functions held on town lands or in the Town right-of-way, functions held on school properties that are sponsored by the school district, or regular work or functions being performed by Town agencies. A "Mass Gathering", according to the Town of Kennebunkport Mass Gathering Ordinance, is defined as "any commercial or non-commercial gathering or special event held outdoors or in a tent with the intent to attract the attendance of 250 or more persons."

Due to the limited resources available, the Town reserves the right to limit events, based upon the staff and resources available. Limitations may include, but are not limited to, one event per week for any special event requiring town resources. Due to issues related to winter maintenance, road and bike races are limited to the months of April through October. Events requiring Town staff should not occur on major holidays. Preference for event dates will be given to organizations with established events who submit their applications in a timely manner.

### **Event Information**

Date of Event \_\_\_\_\_ Name of Event \_\_\_\_\_

Location of Event \_\_\_\_\_

Start Time of Set Up \_\_\_\_\_

Start Time of Event \_\_\_\_\_ Finish time \_\_\_\_\_

Description of Event \_\_\_\_\_  
\_\_\_\_\_

Estimated # of Participants \_\_\_\_\_ Estimated Total Attendance \_\_\_\_\_

What equipment, materials, displays etc. will you bring on site? \_\_\_\_\_  
\_\_\_\_\_

Is there a need for portable restrooms? Yes \_\_\_\_\_ No \_\_\_\_\_

Who will be providing them? \_\_\_\_\_

Will you have First Aid or medical staff present? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, who and qualifications \_\_\_\_\_

## **Organization Information**

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Business Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Is this an annual event? \_\_\_\_\_ If so, how many years has it been run? \_\_\_\_\_

Do you have a 501(c)(3)? Yes \_\_\_\_\_ No \_\_\_\_\_ 501(c)(3) Number \_\_\_\_\_

## **Contact Person/Event Coordinator**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Cellular \_\_\_\_\_ E-mail \_\_\_\_\_

## **Type of Event** (Circle one)

Festival / Fair / Road Race / Walk / Bike Ride / Bike Race / Concert / Parade / March

Other-please clarify \_\_\_\_\_

If held in the past, is this event changing this year? Yes \_\_\_\_\_ No \_\_\_\_\_

If so, how? \_\_\_\_\_

Will there be entertainment? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please list location, times, who, etc.: \_\_\_\_\_

## **General Service Questions and Submission Requirements**

1. Will a tent be erected for the event? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, a tent permit from the Town of Kennebunkport Code Enforcement Office must be submitted with this application.

2. Will this event take place in a Town park or on Town property? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, where? \_\_\_\_\_

Who have you spoken to at the Recreation Department? \_\_\_\_\_

If the event is taking place on private property, written consent from the property owner must be submitted with this application.



3. Will there be any use of fire such as a bonfire? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, a fire permit from the Forestry Warden must be submitted with this application.

4. Are there fireworks planned for the event? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, a permit from the State Fire Marshalls' office must be submitted with this application.

5. Is there a need for traffic control for this event? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, you must contact the Deputy Chief or Chief of Police at 207-967-2454 to determine number of staff and hours needed and fee.

6. Will alcohol be served or sold? Yes \_\_\_\_\_ No \_\_\_\_\_

Who will be providing it? \_\_\_\_\_

A copy of the Off-Premise Liquor License Application must be submitted with this application.

7. Site Plan Sketch of Special Event (Completed by Event Coordinator)

The following information must be submitted with this application:

- General Map of Vendor Locations
- Street Closures/Parking Information Locations
- Rest Facilities
- Location of Tents

## **Indemnification and Release Provisions**

In consideration for being permitted to use any Town of Kennebunkport's facility(ies) and/or rights-of-way, the applicant agrees to defend, indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town facilities and/or rights-of way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town, its officers, or its employees, or from any other cause whatsoever.

A general liability insurance policy shall be in effect for the event and shall include coverage for contractual liability with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. The certificate of insurance, that names the Town of Kennebunkport as "additional insured", must be submitted with this application.

## **Municipal Services and Materials**

The Town reserves the right to require municipal services as reasonably deemed necessary by Town staff. If Town materials/equipment, other than motorized vehicles are needed for the event, a deposit may be required, with the deposit based on the cost of materials/equipment borrowed (up to \$250). Any services required from the town either before, during, or after an event may be billed to applicant, as well as any damage to facilities or infrastructure.

## **Applicant's Statement of Agreement**

Everything I have stated on this agreement is correct to the best of my knowledge and I have authority on behalf of the firm or agency holding this event to commit it to the statements contained herein. This permit, if granted, is not transferable and is revocable at any time at the discretion of the Town of Kennebunkport. By signing below, I agree

- to comply with all State of Maine and Town ordinances
- to use sidewalks and crosswalks where appropriate
- to collect any trash generated during the event and dispose of it in a proper manner.

**When signed and completed mail to:**

**Town of Kennebunkport**

**ATTN: Town Clerk**

**P.O. Box 566**

**Kennebunkport, Me 04046**

### **The following must be submitted with this application:**

- \_\_\_\_\_ Certificate of Insurance
- \_\_\_\_\_ Tent Permit (if applicable)
- \_\_\_\_\_ Consent from Property Owner (if on private property)
- \_\_\_\_\_ Permit from Forestry Warden (if applicable for fires)
- \_\_\_\_\_ Permit from State Fire Marshall (if applicable for fireworks)
- \_\_\_\_\_ Off-Premise Liquor License Application (if applicable for alcohol)
- \_\_\_\_\_ Site Plan Sketch/Map
- \_\_\_\_\_ Contact has been made with the Kennebunkport Police Dept.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

## LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of this 30<sup>th</sup> day of June, 2016 by and between Goose Rocks Beach Fire Company, a Maine Nonprofit Corporation with a mailing address of 2 Winter Harbor Road, Kennebunkport, Maine ("Landlord") and the Town of Kennebunkport, a municipal corporation existing under the laws of the State of Maine with a mailing address of 6 Elm Street, Kennebunkport, Maine, 04046 ("Tenant").

1. Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions set forth herein, the premises located within the building (the "Building") at 2 Winter Harbor Road, Kennebunkport, Maine 04046 consisting of that portion of the Building known as the "apparatus bay," which currently houses four (4) fire trucks and rescue vehicles (referred to herein as the "Premises"). Landlord hereby grants to firefighter and individuals attending meetings within the Building previously approved by a designated representative of Landlord the right to (a) use the restrooms located within the Building and (b) use the upper paved parking area located on the Premises. No parking or seasonal bathroom facilities are permitted on any other part of the Premises.

2. Term. Unless earlier terminated as provided herein, the term of this Lease shall commence July 1, 2016 (the "Commencement Date") and end at midnight on June 30, 2019 (the "Term"). Notwithstanding the foregoing or anything to the contrary set forth herein, Tenant shall have the right to terminate this Lease by giving Landlord written notice at least thirty (30) days prior to such termination in the event that Tenant is unable to secure approval for the funding and/or appropriation necessary to meet its obligations herein.

3. Extension of Term. Prior to the expiration of the Term, Landlord and Tenant shall have the option to extend the term of this Lease upon acceptance of mutually agreeable provisions.

4. Base Rent. Tenant agrees to pay to Landlord as rent through the end of the Term the following sums:

Year one: July 1, 2016 – June 30, 2017: The amount of \$22,430 (twenty two thousand four hundred and thirty dollars) plus an increase by a percentage equal to the consumer price index for 2015, but not to exceed three per cent (3.0%)

Year two: July 1, 2017 – June 30, 2018: The year one base rent increased by a percentage equal to the consumer price index for 2016, but not to exceed three per cent (3.0%)

Year three: July 1, 2018 – June 30, 2019: The year two base rent increased by a percentage equal to the consumer price index for 2017, but not to exceed three per cent (3.0%)

The consumer price index (CPI) series to be used for the purposes of determining adjustments to Base Rent shall be the CPI-U less food and energy series (CUUR0000SA0L1E) determined by the US Department of Labor Bureau of Labor Statistics.

Tenant agrees to pay rent for each year in two equal installments upon invoice by Landlord on or after July 1 and on or after January 1 of each lease year of agreement.

5. Utilities. Tenant shall be solely responsible for and shall promptly pay all charges for heating oil, electricity, propane and telephone service or supply. Landlord shall be solely responsible for and shall promptly pay all charges for water service and supply.

6. Taxes. Tenant shall not be responsible for any taxes assessed in connection with the Premises.

7. Operation of Premises. Tenant shall use the Premises for the operation of a municipal fire station.

8. Alterations. Tenant shall make no alterations to the Premises without Landlord's prior written consent.

9. Repairs and Maintenance.

(a) Unless caused by the negligent actions or misconduct of Landlord or its employees, invitees or agents, Tenant, at its own cost and expense, shall keep the Premises in good order, condition, ordinary wear and tear excepted. Tenant shall be responsible for routine maintenance of the parking areas and walkways and shall be responsible for snow plowing and ice treatment.

(b) Unless caused by negligent actions or misconduct of Tenant or its employees, invitees or agents, Landlord shall, at its own cost and expense, maintain and make all repairs to, and any replacement of, the Building and the Building's mechanical, electrical, plumbing and HVAC systems. Landlord shall, at its own cost and expense, keep and maintain Building mechanical, electrical, plumbing and HVAC systems and the structure of the Building (including the roof, walls, doors, windows and foundation) and the Building systems in good and watertight condition. Landlord shall, at its cost and expense, keep and maintain the parking area and walkway blacktop in good condition and repair.

10. Tenant's Covenants. Tenant covenants and agrees with Landlord:

(a) To pay when due all rent and other amounts due from Tenant at the times and in the manner provided in this Lease.

(b) Not to make any use of the Premises which is improper, offensive, illegal, constitutes a nuisance or constitutes waste.

(c) To comply with all laws, ordinances, rules and regulations of governmental authorities affecting the Premises, and obtain and maintain, at Tenant's expense, all licenses and permits required for use of the Premises.



(d) At the expiration of the Term, to surrender the Premises in the same condition as the Premises were upon delivery of possession under this Lease, reasonable wear and tear excepted. Tenant shall remove all of its equipment before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused thereby.

11. Insurance

(a) Tenant is entitled to certain immunities under the Maine Tort Claims Act, 14 M.R.S.A. 8101 et seq. (as the same may be revised from time to time, the "Act"). Tenant agrees to obtain, and to maintain in full force and effect during the Term, insurance coverage for those causes of action permitted against the Tenant under the Act in amounts up to the limits of liability established under the Act.

(b) Tenant shall be solely responsible to provide at its expense insurance covering any and all of Tenant's personal property located at the Premises.

(c) Landlord shall maintain with respect to the Premises property, fire and casualty insurance in an amount of equal to the replacement value of the improvements to the Premises in companies qualified to do business in the State of Maine, insuring Landlord and Tenant (as an additional insured) against loss of the improvements at the Premises.

(d) Tenant and Landlord agree that neither Tenant's nor Landlord's insurance company shall have a right of subrogation against the other party and accordingly, each party waives all claims it may have and releases the other party on account of any loss, damage or injury to the Building, any improvement, any personal property or liability for personal injury, the loss damage or injury of which is covered by insurance required to be maintained hereunder. All such insurance policies shall provide that the policies may not be cancelable or changed without at least thirty (30) days' prior written notice to each insured named therein.

12. Damage and Destruction. If the Premises are destroyed or so damaged by fire or other casualty as to render more than twenty-five percent (25%) of premises untenantable for more than thirty (30) days after the occurrence of such fire or casualty, then either Tenant or Landlord, at their respective elections, may, by notice in writing to the other given within thirty (30) days next after such destruction or damage, terminate this Lease.

13. Covenant Against Liens and Encumbrances. Landlord represents and warrants that it is the fee simple owner of the Premises and that the Premises are free and clear of all mortgages, liens and security interests. Landlord represents, warrants and covenants that during the Term, Landlord shall not convey, transfer or encumber the title to the Premises or any part thereof (whether or not on record) except in conformance with Section 14 below.

14. Right of First Refusal In the event that, during the term of this Lease, Landlord receives a bona fide offer to purchase the Premises and Landlord desires to accept said offer, Landlord shall first notify Tenant in writing of the terms of said offer, such notice to include a copy of the bona fide offer, and Tenant shall have thirty (30) business days from the receipt of said notice in which to notify Landlord in writing of Tenant's agreement to purchase the

Premises on the same terms and conditions as contained in the bona fide offer. If Tenant shall fail to so exercise its right of first refusal within said thirty (30) business days, Landlord may sell the Premises to the prospective purchaser who made the bona fide offer pursuant to the terms of the bona fide offer or on terms no less favorable to Landlord. In the event that the sale to the prospective purchaser is not closed for any reason, Tenant shall have its right to acquire the Premises under this Section of the Lease reinstated and Landlord shall be obligated to comply with the terms of this Section in connection with any sale of the Premises.

15. Self-Help If Tenant shall default in this performance or observance of any agreement, condition or other provision in this Lease and shall not cure such default within fourteen (14) days after notice in writing from Landlord specifying the default, Landlord may, at its option, without waiving any claims for breach of agreement, at any time thereafter cures such default for the account of Tenant, and Tenant shall reimburse Landlord for the reasonable expense so incurred, and any amounts due hereunder from Tenant shall be deemed additional rent due and payable on demand by Landlord.

16. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises without hindrance or molestation by anyone claiming by, through or under Landlord.

17. Landlord's Access. Landlord or agents of Landlord may, at all reasonable times during the Term, enter the Premises for any reasonable purpose provided that such use does not interfere with Tenant's use of Premises for a municipal fire station.

18. Holding Over. In the event that Tenant shall continue in occupancy of the Premises after the expiration of the Term, such occupancy shall not be deemed to extend or renew the terms of this Lease, but, at the option of Landlord, such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained. This Section shall not be construed as giving Tenant any right to hold over after the expiration of the Initial Term or any Renewal Term, as applicable.

19. Lease Not to Be Recorded. Landlord and Tenant agree that this Lease shall not be recorded, however, Landlord agrees to execute and deliver to Tenant, upon request a Memorandum of Lease in recordable form.

20. Severability. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by law.

21. Successors and Assigns. The terms and provisions of the Lease shall be binding upon the heirs, successors, personal representatives and permitted assigns of the respective parties and shall inure to the benefit of the successors and assignees of Landlord. Nothing in this Article

shall be deemed to authorize or permit any assignment or other transfer in whole or in part of the interest in Tenant in violation of other provisions of the Lease.

22. Modifications. This Lease shall not be modified in any way except by a writing executed by both parties.

23. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

24. Notice. Any notice required by this Lease or relating to the Premises shall be deemed duly delivered, if mailed to the other party by U.S. Postal Service registered or certified mail, return receipt requested, postage prepaid, or by reliable overnight courier addressed to the other party's address as set forth herein, or as such other address as parties may from time to time advise in writing. Such notices shall be effective upon documented receipt by the other party.

25. Governing Law. This Lease shall be governed by the laws of the State of Maine.

26. Town Meeting Condition. Notwithstanding anything contained herein to the contrary, the execution of the mutual promises contained in the Lease shall be expressly conditioned upon approval of such Lease by the voters of the Town of Kennebunkport. Should voter approval of the foregoing not occur, neither party shall be bound by the mutual promise contained herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed in duplicate as of the day and year first written above.

**LANDLORD:**

**GOOSE ROCKS BEACH  
FIRE COMPANY**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**By: Paul David Chisholm  
Its: President**

**TENANT:**

**THE TOWN OF KENNEBUNKPORT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**By: Laurie A. Smith  
Its: Town Manager**

15

IN THE MATTER OF

FISHING POLE LANE, LLC	)	AMENDMENT TO
d/b/a HIDDEN POND RESORT	)	ADMINISTRATIVE CONSENT AGREEMENT
354 GOOSE ROCKS ROAD	)	
KENNEBUNKPORT, MAINE	)	

This Amendment to Administrative Consent Agreement is entered into this \_\_\_\_ day of November 2015 by and between Fishing Pole Lane, LLC d/b/a Hidden Pond Resort, with a place of business at 354 Goose Rocks Road, Kennebunkport, ME 04046 (hereafter, "FPL"), and the Town of Kennebunkport, a Maine municipality with offices at 6 Elm Street, P.O. Box 566, Kennebunkport, ME 04046 (hereafter, the "Town").

WHEREAS, FPL and the Town entered into a certain Administrative Consent Agreement on or about September 8, 2015 (hereafter the "ACA");

WHEREAS, pursuant to Paragraph 10 of the ACA, FPL was to remove a 24' x 50' concrete patio constructed adjacent to the Event Barn by no later than November 15, 2015;

WHEREAS, subsequent to the ACA, FPL entered into an agreement for a land exchange with Kennebunkport Conservation Trust, whereby FPL acquired sufficient land to bring the aforesaid patio into conformance with setback requirements of the Land Use Ordinance;

WHEREAS, FPL has submitted an application to the Planning Board for Site Plan Approval pursuant to the terms of the ACA;

WHEREAS, FPL intends to amend its application to the Planning Board to seek approval of said patio;

WHEREAS, FPL desires to amend the ACA to allow it to keep the patio in place should it be approved by the Planning Board; and

WHEREAS, the Town is agreeable to such an amendment to the ACA, on the terms and conditions set forth herein.

NOW, THEREFORE, the Town and FPL agree that the ACA shall be, and hereby is, amended by deleting Paragraph 10 in its entirety and replacing it with the following:

10. In regard to the 20'x50' concrete patio constructed adjacent to the Event Barn:
  - a. FPL will file an amendment to its Planning Board Site Plan Review Application no later than November 4, 2015, seeking approval to maintain said patio in place.
  - b. Should the Planning Board approve the patio on or before April 1, 2016, FPL will file an after-the-fact building permit application for said patio with the Code Enforcement Officer within seven (7) days after the vote of the Planning Board approving said patio.



- c. Should the Planning Board not approve the patio by April 1, 2016 or if it shall deny approval of the patio, FPL will remove said patio within seven (7) days of the vote by the Planning Board denying the patio or by April 8, 2016, whichever date is earlier.
- d. FPL shall pay an additional fine to the Town of One Hundred Dollars (\$100.00) per day from (and including) November 16, 2015 until the date of the Planning Board vote approving the patio or until the patio has been removed.

In all other respects, the ACA is hereby ratified and confirmed, except to the extent modified and amended herein.

FISHING POLE LANE, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Debra A. Lennon, Manager

STATE OF MAINE  
YORK COUNTY, ss.

\_\_\_\_\_, 2015

Then personally appeared before me the above named Timothy Harrington, Manager of Fishing Pole Lane, LLC, and acknowledged the foregoing instrument to be his free act and deed.

Before me, \_\_\_\_\_  
Ralph W. Austin, Attorney at Law  
Bar No. 1156

TOWN OF KENNEBUNKPORT  
(must be signed by at least 3 selectmen)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Sheila Matthews-Bull, Chair

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stuart Barwise, Selectman

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Patrick Briggs, Selectman

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Allen Daggett, Selectman

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Edward Hutchins, Selectman

STATE OF MAINE  
YORK COUNTY, ss.

\_\_\_\_\_, 2015

Then personally appeared before me the above named \_\_\_\_\_

\_\_\_\_\_  
Selectmen of the Town of Kennebunkport duly authorized, and acknowledged the foregoing instrument to be his/her free act and deed.

Before me, \_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Town of Kennebunkport  
Fiscal Year 2017  
July 2016 to June 2017 - Budget Development Schedule

- October 1, 2015 - Send out all applications to Social Service Agencies.
- November 12, 2015 - Board of Selectmen to review proposed budget development schedule.
- November 18, 2015 - (Wednesday) Town Manager meets with Department Directors to discuss budget.
- December 1, 2015 - Budget request sent to all departments and entities/organizations outside of major departments. (excluding social service agencies.)
- December 10, 2015 - Board of Selectmen will submit priorities and special requests.
- December 31, 2015 - social service agency requests are due.
- January 6, 2016 - Forward all social service agency requests to Budget Board subcommittee.
- January 8, 2016 - (Friday) All small department budget requests are submitted to Finance.
- January 15, 2016 - (Friday) All large department budget requests are submitted to Finance.
- January 25, 2016 - Week of - Town Manager meets with all departments
- January 29, 2016 - Budget Board social service agency recommendations are given to Town Manager.
- February 8, 2016 - Week of - Town Manager has follow-up meetings with all departments.
- February 26, 2016 - (Friday) Town manager submits capital and operating budget to the Board of Selectmen and Budget Board. THIS IS NOT A MEETING. It is a deadline for submitting information.
- March 3, 2016 (Thursday @ 6:00 PM) - JOINT MEETING - Town manager and department heads present overview and department operational budgets to the Board of Selectmen. The Budget Board will attend the meeting to hear all requests.
- March 10, 2016 (Thursday @ 6:00 PM) - JOINT MEETING - Presentation of department capital requests. (Regular Board of Selectman Meeting to follow at 7 PM.)
- March 17, 2016 (Thursday @ 6:00 PM) - JOINT MEETING - Presentation of Town Committee requests, outside agency requests and social service requests. Board of Selectmen meeting to review and consider all budget requests.
- March 24, 2016 (Thursday @ 6:00 PM) - SELECTMEN meet to review final budgets and take all recommendation votes. (Regular Board of Selectman Meeting to follow at 7 PM.)
- March 25, 2016 (Friday) - submit all budget changes to Budget Board
- March 31, 2016 (Thursday @ 6:00 PM) - BUDGET BOARD meet to review final budgets and take all recommendation votes.
- April 14, 2016 (Thursday @ 6:00 PM) - JOINT MEETING - *if necessary* - Last chance to make any adjustments in the budget or their recommendations. (Regular Board of Selectman Meeting to follow.)
- April 28, 2016 (Thursday @ 7:00 PM) - Board of Selectmen meeting to sign the warrant.
- April 29, 2016 - (Friday) Submit town report version of the budget to the printers.

- **May 31, 2016 - (Tuesday)** Distribution of town reports.
- **June 14, 2016 - (Tuesday)** Annual town meeting - elections.
- **June 18, 2016 - (Saturday)** Annual town meeting - Consolidated School.



(17)

**TOWN OF KENNEBUNKPORT**  
**Street Opening Permit**

Name of Owner: John Fitzpatrick Date of Application: 10-30-15  
(First, Middle Initial, Last)  
Address: Sand Point Rd. Goose Rocks Beach  
Telephone: 617-571-3900 Tax Map \_\_\_\_\_, Block \_\_\_\_\_, Lot \_\_\_\_\_  
Name of street to be excavated: Oak Ridge Road  
Approximate size of excavation: Length 21', Width 58'  
Reason for Permit: Remove 1 Culvert + Install 2 12" Culverts

Permit Conditions: If there is any intrusion into the black top, road should be paved from curb to curb.

Date excavation is to take place: Nov. 2 or 3

Contractor: Spang Excavation Inc.  
Address: 8 Cranberry Lane Kennebunkport  
Telephone: 467-0300 Fax: \_\_\_\_\_

Bond Amount: \$ 2,000.00

Company: SEE PLANNING SUBDIVISION RELEASE FUNDS  
(To be certified and given to Town Clerk to record)

Insurance Company & Certificates: \_\_\_\_\_

APPROVED: [Signature] Date: 10/30/15  
Highway Superintendent

\_\_\_\_\_  
Selectmen  
\_\_\_\_\_  
Selectmen

FEE: \$25.00 \_\_\_\_\_  
Selectmen (Town paid stamp here) Paid 10-30-2015

\_\_\_\_\_

Please attach plan.

Town of KENNEBUNKPORT  
----- Receipt -----

Thank You for Your Payment

10/30/15 8:46 AM ID: MJG #6526-1  
TYPE----- REF--- AMOUNT  
\*\*St.Opening/J.Fitzpatrick, 10/30  
Administration

Miscellaneous 25.00

Total: 25.00\*

Paid By: St.Opening/J.Fitzpatrick, 10/30

Remaining Balance: 0.00

Balance reflects all related accounts

Check : 25.00

12311 - 25.00



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/30/2015

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 INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUE/FOGATION 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	Cole Harrison Insurance 83 Main Street Kennebunk, ME 040437086	CONTACT NAME: Jamie L. Whitten PHONE (A/C No. Ext): (207) 985-3361 E-MAIL: jwhitten@coleharrison.com ADDRESS:	FAX (A/C No): (207) 985-7977
		INSURER(S) AFFORDING COVERAGE	
INSURED	Spang Excavation, Inc. C/O Daniel Spang Eight Cranberry Lane Kennebunkport, ME 04046	INSURER A: Patriot Insurance Company	NAIC # 32069
		INSURER B: Maine Employers Mutual	11149
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGE	CERTIFICATE NUMBER	REASON 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.		
<b>A</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	CPP6040060	POLICY EFF: 01/01/2015 POLICY EXP: 01/01/2016 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CCMP/OP AGG \$ 2,000,000
<b>A</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$	BA 6040060	POLICY EFF: 01/01/2015 POLICY EXP: 01/01/2016 COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>B</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	1810091345	POLICY EFF: 05/28/2015 POLICY EXP: 05/28/2016 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Excavation Contractor / work performing in Kennebunkport.

<b>CERTIFICATE HOLDER</b>  TOWN OF KENNEBUNKPORT SIX ELM STREET KENNEBUNKPORT, ME 04046	<b>CANCELLATION</b>  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 

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18

# Kennebunkport Public Health

October 19, 2015

At: Kennebunkport Board of Selectmen  
Laurie Smith Kennebunkport Town Manager

Please accept this generous \$1500 from the members of Saint Ann's Episcopal Church. This gift is to be placed in the Kennebunkport Emergency Fuel account 29-08-01-50.

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

ST. ANN'S EPISCOPAL CHURCH  
KENNEBUNKPORT, ME 04043

PEOPLES UNITED BANK  
KENNEBUNKPORT, ME 04043

4795

10/19/15

PAY TO THE ORDER OF Kennebunkport Public Health Service \$ 1,500.00

One Thousand Five Hundred and 00/100\*\*\*\*\* DOLLARS

PROTECTED AGAINST FRAUD

Kennebunkport Public Health Service

2015 Gift from St. Ann's

11C

10/19/15



# *St. Ann's Episcopal Church*

October 15, 2015

Kennebunkport Public Health  
Judith Barrett, RN, BS  
101 Main Street  
Kennebunkport, ME 04046

Dear Ms. Barrett:

St. Ann's is pleased to send you a check for \$1,500 to help for fuel and for visiting nurses. We are very impressed by the services you. We are so lucky to have you working in the community and are pleased to be able to send you this check for \$1,500.

We would appreciate hearing how the money is used if you have time to write us. It is always instructive to know how you spend the money. It also helps to share the communities' needs with the congregation.

Appreciatively,

*Katie Maiuccoro*

Katie Maiuccoro  
For the Outreach Committee of St. Ann's Church

*Post Office Box 44 · Kennebunkport, Maine 04046*



## TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

October 27, 2015

Edward & Susan Dolan  
300 Ocean Avenue  
Kennebunkport ME 04046

Dear Mr. & Mrs. Dolan,

This is in response to your request for abatement on your property identified as Map 20, Block 4, Lot 40. Thank you for taking the time and allowing an interior inspection of your property. After our review we have changed the quality of construction of your home, reducing your value to \$1,057,000 and abating \$1,239.70 in taxes.

It will be my recommendation to the Board of Selectmen/Assessors that this abatement be granted at their November 12, 2015 meeting. If you have any questions, please let me know.

Sincerely,

Donna Moore Hays, CMA  
Assessors Agent

**Town of Kennebunkport**

**Number 2015-5**

**Certificate of Abatement**

**36 M.R.S.A. § 841**

**2015**

We, the undersigned Assessors/Municipal Officers of the municipality of Kennebunkport, Maine hereby certify to Laurie Smith, Tax Collector, that an abatement of property taxes has been granted as follows:

Date Granted: November 12, 2015

Type of Tax: Real Estate

Tax Year: April 1, 2015

Amount Abated: \$1,239.70

Taxpayer: Willard Svanoe  
Joan Darling  
PO Box 950  
Kennebunkport ME 04046

Location: 300 Ocean Avenue

MBL: 20/4/40

Reason: Quality of Construction

You are hereby discharged from any further obligation to collect the abated amount.

Date: November 12, 2015

---

Stuart Barwise

---

Patrick A. Briggs

---

Allen A. Daggett

---

Edward W. Hutchins

---

Sheila Matthews-Bull

Board of Assessors/Selectmen

KENNEBUNKPORT ASSESSOR'S OFFICE  
APPLICATION FOR ABATEMENT OF PROPERTY TAXES  
(Pursuant to Title 36 M.R.S.A. § 841)

RECEIVED  
OCT 06 2015

1. NAME OF APPLICANT: Edward and Susan Dolan
2. ADDRESS OF APPLICANT: 300 Ocean Avenue, Kennebunkport, ME  
04046
3. TELEPHONE NUMBER: 207.967.5138 / 617.571.5596  
\* jtd0763@aol.com \*
4. STREET ADDRESS OF PROPERTY: 300 Ocean Avenue, Kennebunkport, ME  
04046
5. MAP/BLOCK/LOT: 020-004-040
6. ASSESSED VALUATION:
- |               |                       |
|---------------|-----------------------|
| (a) LAND:     | \$ <u>367,400.-</u>   |
| (b) BUILDING: | \$ <u>851,300.-</u>   |
| (c) TOTAL:    | \$ <u>1,218,700.-</u> |
7. OWNER'S OPINION OF CURRENT VALUE:
- |               |                       |
|---------------|-----------------------|
| (a) LAND:     | \$ <u>300,000.-</u>   |
| (b) BUILDING: | \$ <u>700,000.-</u>   |
| (c) TOTAL:    | \$ <u>1,000,000.-</u> |
8. ABATEMENT REQUESTED (VALUATION AMOUNT): \$218,700.-
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: 2016
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: ~ Not Known ~

11. REASONS FOR REQUESTING ABATEMENT. PLEASE BE SPECIFIC, STATING GROUNDS FOR BELIEF THAT PROPERTY IS "OVER-VALUED" FOR ASSESSMENT PURPOSES. ATTACH EXTRA SHEETS IF NECESSARY. Please submit any documentation available to support your claim.

Property was listed with the open market place/MLS on 9th March 2015, by Berkshire Hathaway/207.985.4952 / attn: Ms. Blythe Riley, for \$1,025,000.-. The property was purchased by Edward & Susan Dolan on September 18, 2015 in an arms length transaction. Representing seller was the law office of Paul Cadigan. Buyer's Counsel: Scott Edmunds & Bergen & Parkinson.

The above statements are correct to the best of my knowledge and belief.

Sept. 28, 2015  
Date

[Signature]  
Signature of Applicant

Edward C. Dolan

**THIS APPLICATION MUST BE SIGNED**

A separate application form should be filed for each separately assessed parcel of real estate believed to be "over-valued."



# COPY



**TOWN OF KENNEBUNKPORT**  
**P.O. BOX 566**  
**Kennebunkport, Maine 04046**  
**(207) 967-4243**

**THIS IS THE ONLY BILL  
 YOU WILL RECEIVE**

462797 088 01 002864 001  
 SVANOE WILLARD H & JOAN DARLING  
 PO BOX 950  
 KENNEBUNKPORT ME 04046

## 2016 REAL ESTATE TAX BILL

### CURRENT BILLING INFORMATION

LAND VALUE	\$367,400.00
BUILDING VALUE	\$851,300.00
TOTAL: LAND & BLDG	\$1,218,700.00
FURNITURE & FIXTURES	\$0.00
MACHINERY & EQUIPMENT	\$0.00
TELECOMMUNICATIONS	\$0.00
MISCELLANEOUS	\$0.00
TOTAL PER. PROP.	\$0.00
HOMESTEAD EXEMPTION	\$0.00
OTHER EXEMPTION	\$0.00
NET ASSESSMENT	\$1,218,700.00
TOTAL TAX	\$9,383.99
LESS PAID TO DATE	\$0.00

**TOTAL DUE -> \$9,383.99**

MAP/LOT: 020-004-040

LOCATION: 300 OCEAN AVENUE

ACREAGE: 0.95

ACCOUNT: 002846 RE

MIL RATE: 7.7

BOOK/PAGE: B14517P317

FIRST HALF DUE: \$4,692.00

SECOND HALF DUE: \$4,691.99

### TAXPAYER'S NOTICE

Notice is hereby given that your county, school and municipal tax is due for the fiscal year July 1, 2015 through June 30, 2016, and is payable in 2 installments on 09/10/2015 and 03/10/2016. This bill is for the current fiscal year only and does not include past due amounts.

Interest will be charged at the rate of 7% per annum on each installment outstanding as of 09/11/2015 and 03/11/2016.

As per state statute, the ownership and taxable valuation of all real and personal property subject to taxation shall be fixed as of April 1st each year. For this tax bill, that date is April 1, 2015. If you have sold your real estate since April 1, 2015, please forward this bill to the new property owners.

If your taxes are paid by your mortgage holder, please forward them a copy of this bill.

After eight months and no later than one year from the date of commitment, which was July 23, 2015, a lien will be placed on all property for which taxes remain unpaid.

### INFORMATION

State Statute requires that municipalities inform taxpayers that State Aid for the fiscal year July 1, 2015 through June 30, 2016, has reduced local property taxes by 0.31%.

As of July 23, 2015, the Town of Kennebunkport has outstanding bonded indebtedness in the amount of \$573,611.

For information regarding changes and valuation please contact the Assessor's Office at (207) 967-1603

For information regarding payments, interest or past due amounts, please contact the Tax Collector's Office at (207) 967-1601 or (207) 967-1611.

The Town Office hours are Monday - Friday 8:00 AM - 4:30 PM.

Payments can be made online with a credit card, pinless debit card or electronic check. A convenience fee is charged for this service.

If you would like to be mailed a receipt, please enclose a self-addressed stamped envelope with your payment.

### CURRENT BILLING DISTRIBUTION

COUNTY	\$716.94	7.640%
MUNICIPAL	\$3,510.55	37.410%
SCHOOL	\$5,156.50	54.950%
<b>TOTAL</b>	<b>\$9,383.99</b>	<b>100.000%</b>

Based on \$7.7 per \$1,000.00

### REMITTANCE INSTRUCTIONS

Please make check or money order payable to  
**TOWN OF KENNEBUNKPORT** and mail to:

**TOWN OF KENNEBUNKPORT**  
**P.O. BOX 566**  
**Kennebunkport, Maine 04046**

TOWN OF KENNEBUNKPORT, P.O. BOX 566, KENNEBUNKPORT, ME 04046



ACCOUNT: 002846 RE

NAME: SVANOE WILLARD H & JOAN DARLING

MAP/LOT: 020-004-040

LOCATION: 300 OCEAN AVENUE

ACREAGE: 0.95

INTEREST BEGINS ON 03/11/2016

Fiscal year 2016

**DUE DATE AMOUNT DUE AMOUNT PAID**

03/10/2016 \$4,691.99

PLEASE REMIT THIS PORTION WITH YOUR SECOND PAYMENT

## BUYER'S STATEMENT

**Buyer:** Edward C. Dolan and Susan K. Dolan  
**Seller:** Willard H. Svanoe and Joan Darling Svanoe  
**Settlement Agent:** Bergen & Parkinson, LLC  
(207)985-7000  
**Place of Settlement:** 62 Portland Road, Suite 25  
Kennebunk, ME 04043  
**Settlement Date:** September 18, 2015  
**Property Location:** 300 Ocean Avenue  
Kennebunkport, ME 04046  
York County, Maine

### DEBITS

Purchase Price		1,000,000.00
City/Town Taxes	09/18/15 to 01/01/16 Kennebunkport Tax Collector	2,677.50
Attorney's Fees	Bergen & Parkinson, LLC	2,000.00
Title Insurance	First American Title Insurance Company	3,625.00
Recording Fees	York County Registry of Deeds	28.00
State Tax/Stamps	York County Registry of Deeds	2,200.00
<b>Gross Amount Due From Buyer</b>	<b>TOTAL DEBITS</b>	<b>1,010,530.50</b>

### CREDITS

Deposit or Earnest money	35,000.00
<b>Less Total Credits to Buyer</b>	<b>TOTAL CREDITS</b>
	<b>35,000.00</b>

### BALANCE

<b>From Buyer</b>	<b>975,530.50</b>
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APPROVED:

\_\_\_\_\_  
Edward C. Dolan

\_\_\_\_\_  
Susan K. Dolan

\_\_\_\_\_  
Bergen & Parkinson, LLC

Scott M. Edmunds  
Attorney at Law

**COPY**

Post Recording Please Return To:

**WARRANTY DEED**

**KNOW ALL BY THESE PRESENTS** that We, **WILLARD H. SVANOE** and **JOAN DARLING SVANOE** with a mailing address of P.O. Box 950, Kennebunkport, ME 04046-0950,

*for consideration paid,*

GRANT TO **EDWARD C. DOLAN** and **SUSAN K. DOLAN** of 4 Arline Drive, North Reading, MA 01864,

**with Warranty Covenants, as Joint Tenants,**

**SEE ATTACHED EXHIBIT A**

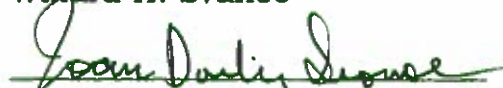
WITNESS my hand and seal this 18 day of September, 2015.

Witness:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Willard H. Svanoe

  
\_\_\_\_\_  
Joan Darling Svanoe

STATE OF MAINE  
COUNTY OF YORK, ss.

September 18, 2015

Personally appeared the above-named Willard H. Svanoe and Joan Darling Svanoe, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

  
\_\_\_\_\_

Notary Public/Attorney At Law

Scott M. Edmunds  
Attorney at Law

## **EXHIBIT A**

Certain real property, together with any improvements thereon, located at Kennebunkport, York County, Maine described as follows:

Lot No. 3 as the same is described and depicted on a plan captioned "Cleaves Wood" recorded in the York County Registry of Deeds in Plan Book 136, Page 25.

Said Lot No. 3 is hereby conveyed subject to the perpetual right and easement appurtenant to Lot No. 4 as depicted on said Plan, to construct, situate, maintain, repair and replace a private on-site septic (subsurface) waste disposal system, with the specific area encompassed by said right and easement being described in said Registry in Book 5037, Page 241.

Said Lot No. 3 is also conveyed together with and subject to such matters, conditions, restrictions, reservations and details as are otherwise set forth and depicted on the aforementioned Plan of Cleaves Wood; as well as the deed restrictions, so-called, as set forth on Exhibit A annexed hereto and incorporated herein by reference as though set forth at length herein; as well as any conditions and restrictions as set forth within the deed of Sea Shore Associates to Robert H. Brown, Jr. dated May 25, 1984 and recorded in said Registry in Book 3300, Page 214; and as well as all relevant matters contained with any applicable State, Federal and Local land use ordinances, regulations and acts, including the Land Use Ordinance of the Town of Kennebunkport.

Being the same premises conveyed to John D. Bell and Denise T. Couture-Bell from Robert H. Brown, Jr. by Warranty Deed dated April 11, 1999 and recorded in Book 9412, Page 280 of the York County Registry of Deeds.

### **DEED RESTRICTIONS – SUBDIVISION OF ROBERT H. BROWN, JR.**

The above described premises are hereby conveyed subject to the following covenants, conditions and restrictions, which shall be considered as real covenant running with the land, to remain in force until the year 2110 A.D., to be binding upon Robert H. Brown, Jr., his heirs and assigns, and the Grantee(s) herein, their heirs and assigns, and enforceable either in law or equity by said Robert H. Brown, Jr., his heirs and assigns, or by the owner of any other premises as depicted on the aforementioned plan:

1. That said lot shall be used for residential purposes only and shall be occupied by not more than one residential unit, said residential unit to contain a living space floor area of not less than twelve hundred (1200) square feet, as hereinafter detailed, shall not have a flat roof, and said residential unit shall include no buildings or structures other than the following, viz: One detached dwelling house designed as a residence for one family, one garage for private use constructed either as an integral part of the dwelling or as a detached buildings and adapted for the storage of not more than three (3) automobiles, suitable garden structures, including



a greenhouse, a swimming pool, and such additional structures as shall from time to time be used in connection with single family dwelling houses situated in similar neighborhoods. No building or structures of any kind, except for the aforementioned residential structures shall be erected, used, maintained or allowed to stand on said lot.

2. That all sewerage and septic waste disposal shall be undertaken in conformity with applicable State and local authorities.
3. That no manufacturing or commercial business of any nature shall be conducted upon said premises, except that a lawyer, accountant, physician, or architect residing in said dwelling house may maintain therein an office for his sole professional use.
4. That other than for household pets normally housed in a residence and waterfowl specifically permitted in ponds treated by Robert H. Brown, Jr., the keeping of poultry, swine or livestock shall not be permitted.
5. That the main residential structure shall contain at least twelve hundred (1200) square feet of livable area on the foundation thereof, not including porches, screened, glassed in, or otherwise treated, stoops, garages, carports or other outside terraces; that no part of any residential structure shall be nearer than 30 feet to the nearest sideline of any street or roadway, nor shall any part of any residential structure be nearer than 20 feet to the sidelines of adjoining premises or the rear line of said premises.
6. That all main residential structures shall be placed on permanent, continuous, masonry foundations, and that all utility services, including, but not limited to, electrical, telephone and cable television services, shall be installed underground from common services (which may be above or below ground).
7. That the exterior of all residential structures and the landscaping of the premises shall be completed within one (1) year from the date of the commencement of the construction thereof.
8. That no refuse containers or clotheslines shall be exposed to view without the written consent of said Robert H. Brown, Jr., his heirs and assigns.
9. That no fences shall be erected on any of the lots depicted on the aforementioned plan without the prior written consent of said Robert H. Brown, Jr., his heirs and assigns.
10. That the Grantee(s), for themselves, their heirs and assigns, by the acceptance of delivery of this deed, covenant and agree with said Robert H. Brown, Jr., his heirs and assigns, as a part of the consideration for this

deed, that until January 1, 2010, no building or other structure shall be erected, placed, or permitted to remain on said premises until the plans, specifications and the location thereof on the said lot, including plans for the grading of the lot shall have been approved in writing by the said Robert H. Brown, Jr., his heirs and assigns, PROVIDED HOWEVER, that in the event of the partial or complete destruction by fire or other casualty of any residential unit erected on the above described premises, in accordance with the provisions set forth herein, the owner or owners thereof may rebuild such residential unit if the same plans, specifications and location as were previously approved are utilized, without first obtaining the written approval of said Robert H. Brown, Jr., his heirs and assigns.

11. That the approved location for septic waste disposal on each lot be utilized unless it can be shown on an equally suitable or more suitable site exists and that said alternative must be given in writing by said Robert H. Brown, Jr., his heirs and assigns.
12. That the clearing of minor trees and conversion to other vegetation is permitted for approved construction and landscaping. Where natural vegetation is removed, it shall be replaced with other vegetation which is equally effective in retarding erosion and preserving the natural beauty of the premises.
13. That the diameter, location and elevation of any culvert to be installed by the Grantee(s) shall be approved by said Robert H. Brown, Jr., his heirs and assigns.

Being the same premises conveyed to Willard H. Svanoe and Joan Darling Svanoe by deed of John D. Bell and Denise T. Couture-Bell dated June 29, 2005 and recorded in said Registry in Book 14517, Page 317.

CORRECTIVE DEED

MUNICIPAL QUITCLAIM DEED

THE TOWN OF KENNEBUNKPORT, a Maine municipal corporation located in Kennebunkport, Maine, whose mailing address is 6 Elm Street, Kennebunkport, Maine 04046 (the "Grantor"), for consideration paid, the receipt and sufficiency of which are hereby acknowledged, does hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUITCLAIM unto HABITAT FOR HUMANITY YORK COUNTY of Kennebunk, Maine, whose mailing address is P.O. Box 267, Kennebunk, Maine, all right, title and interest that the Town of Kennebunkport may have acquired in the real estate described in a deed from Ruth Landon to Carroll Guyer and Gail Guyer, dated June 10, 1980, and recorded in the York County Registry of Deeds in Book 2664, Page 323, by virtue of the following Tax Lien Certificates:

1. Tax Lien Certificate, dated July 6, 2011, regarding real estate taxes assessed against Carroll Guyer and Gail Guyer and c/o Thomas M. Smith, and recorded in the York County Registry of Deeds in Book 16122, Page 736; and
2. Tax Lien Certificate, dated June 28, 2010, regarding real estate taxes assessed against Carroll Guyer and Gail Guyer and c/o Thomas M. Smith, and recorded in the York County Registry of Deeds in Book 15891, Page 507.

This Corrective Deed is conveyed to correct an error in the conveyance from the Town of Kennebunkport to Habitat for Humanity York County dated July 10, 2014 and recorded in said Registry in Book 17035, Page 533 when the parcel referenced above was mistakenly omitted.

IN WITNESS WHEREOF, the TOWN OF KENNEBUNKPORT has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Laurie A. Smith, its Town Manager, this \_\_\_\_ day of \_\_\_\_\_, 2015.

WITNESS:

TOWN OF KENNEBUNKPORT

\_\_\_\_\_

By: \_\_\_\_\_  
Laurie A. Smith  
Its Town Manager

STATE OF MAINE  
YORK, ss.

\_\_\_\_\_, 2015

Then personally appeared the above-named Laurie A. Smith, Town Manager of the Town of Kennebunkport, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the Town of Kennebunkport.

Before me,

\_\_\_\_\_  
Notary Public  
Attorney at Law

\_\_\_\_\_  
Print name

My commission expires: \_\_\_\_\_



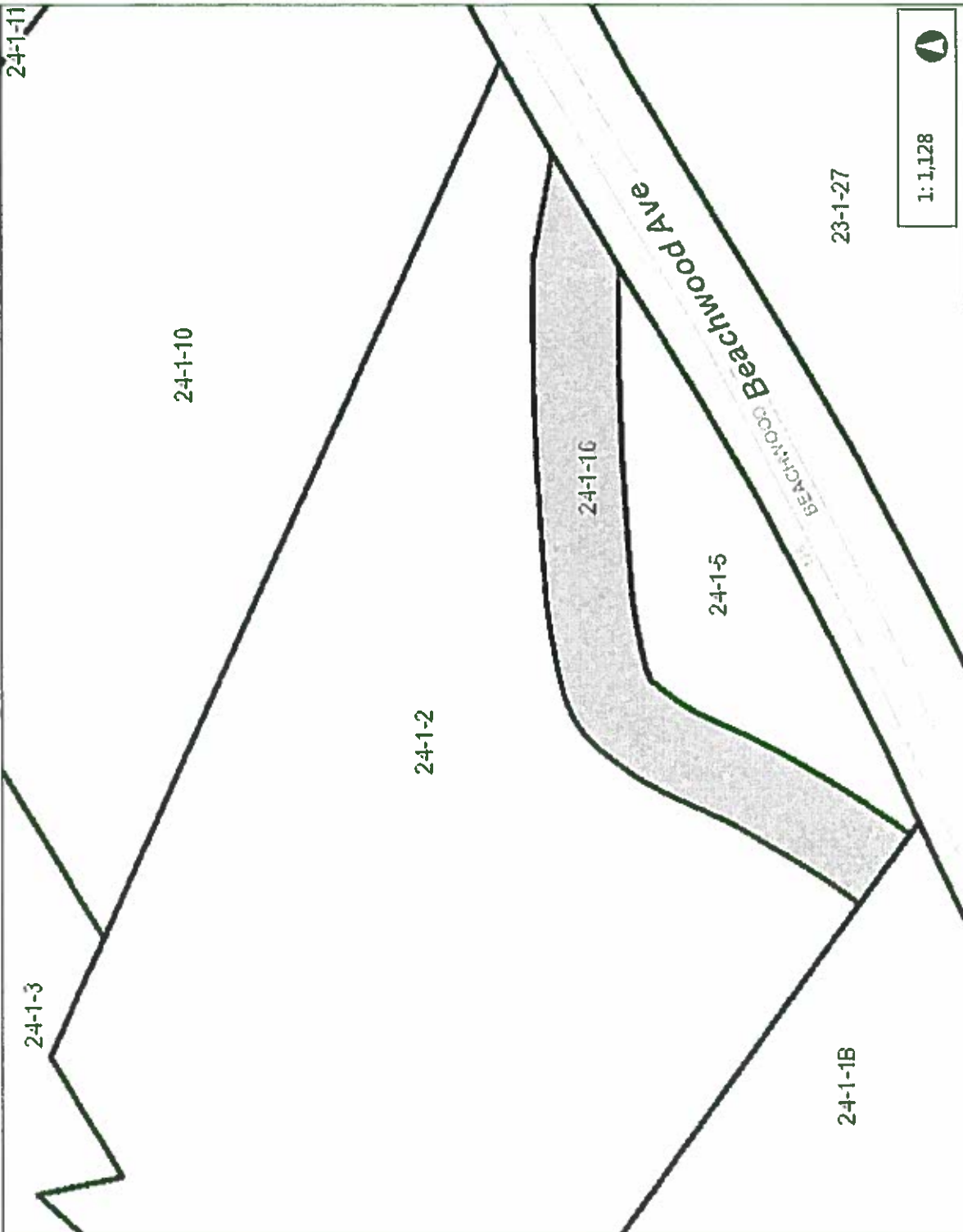


Town of Kennebunkport,  
Maine

- Legend
- ☐ Parcels
  - ☐ Road Labels
  - ☐ Political Boundary
  - ☐ Citations

Notes

Map Title



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION