

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

Board of Selectmen Agenda

October 27, 2016

4:00 PM

**Sitewalk at Rotary Park at Beachwood
to view a proposed trailhead**

7:00 PM

Village Fire Station – 32 North Street

1. Call to Order.
2. Approve the September 22, 2016, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.)
4. Consider a temporary extension for the Kennebunkport Resort Collection.
5. Approve a Municipal Quit Claim deed for Wiltshire Daniel Morgan for property located at map 11, block 5, lot 5.
6. Authorize the Police Chief to give optional police powers.
7. Award the bid for playground equipment for the parks and recreation department.
8. Consider tax abatement.

Property Owner	Location	Map	Blk	Lot	Tax Abatement 2016
Traci Freed & Mark Corbett	2 Woodlawn Ave.	9	4	22	\$96.88

9. Approve the street opening permit for Gene O'Neil for new water service at 66 North Street.
10. Other business.
 - a. Review Selectmen's schedule for November and December.
11. Approve the October 27, 2016, Treasurer's Warrant.
12. Adjournment.

**Town of Kennebunkport
Board of Selectmen Meeting
Village Fire Station, 32 North Street
October 13, 2016 – 6:00 PM**

Minutes of the Selectmen Meeting of October 13, 2016

Selectmen present: Stuart E. Barwise, Patrick A. Briggs, and Allen A. Daggett, and Edward W. Hutchins

Selectmen absent: Sheila Matthews-Bull

Others present: Barbara Barwise, Deborah Bauman, Peter Fellenz, Jules Gerish, Werner Gilliam, Russ Grady, Janice Hanson, David James, David Kling, Allan Moir, Nancy Murray, Arlene McMurray, Becky Nolette, Tracey O’Roak, Marlene Raum, Dan Saunders, Laurie Smith, Amy Tchao and others

1. Call to order.

Chair Barwise called the meeting to order at 6 PM.

2. 6 PM-Executive session pursuant to 1 M.R.S.A. § 406 (6) E to discuss with Town Counsel legal action regarding Goose Rocks Beach and required actions in regard to subdivision regulations for payment in lieu of open space.

Motion by Selectman Hutchins, seconded by Selectman Briggs, to go into executive session per 1 M.R.S.A. § 406 (6) E to discuss with Town Counsel legal action regarding Goose Rocks Beach and required actions in regard to subdivision regulations for payment in lieu of open space. **Vote:** 4-0.

The Board went into executive session at 6 PM and came out at 7:07 PM. No action was taken.

3. Approve the September 22, 2016, selectmen meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Briggs, to approve the September 22, 2016, selectmen meeting minutes. **Vote:** 3-0-1/Selectmen Hutchins abstained because he was not present at that meeting.

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.)

There were no comments.

5. 7 PM- Public Hearing to consider new application for a Victualer’s License for Murray & Company, 56 Abenaki Way, for a period from October 13, 2016, to May 31, 2017.

Chair Barwise opened the public hearing at 7:07 PM.

Town Manager Laurie Smith mentioned that Nancy Murray is seeking a victualer's license to sell baked goods from her home. She would also like to install a commercial kitchen in her home and needs to go through the Zoning Board of Appeals.

Chair Barwise closed the public hearing at 7:08 PM.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to approve the new application for a Victualer's License for Murray & Company, 56 Abenaki Way, for a period from October 13, 2016, to May 31, 2017, on condition it meets Zoning Board approval.

6. Joint Public Hearing with the Planning Board on the November 8, 2016, Special Town Meeting ballot items:

Chair Barwise opened the public hearing at 7:09 PM.

David Kling also opened the public hearing for the Planning Board at 7:09.

a. Amendment to the Land Use Ordinance.

David James said the Kennebunkport Resident's Association (KRA) do not take a stand on this amendment, but they sent out the ordinance changes to their members. He read these changes.

Chair of the Growth Planning Committee Dan Saunders said this amendment is consistent with the Comprehensive Plan and was approved by the GPC.

David Kling closed the public hearing for the Planning Board.

b. Fluoride in public water supply.

Janice Hanson, chair of the Campaign to Reconsider Water Fluoridation, explained that there are trace contaminants with the fluoride that are toxic. She went on to explain the dangers of fluoride in the water supply. To prove her point, she passed around a photo of a water district employee who works with fluoride clad in protective clothing such as an apron, gloves up past his elbows, eye goggles, and a face mask (see Exhibit A). She encouraged people to vote "no" on this issue.

Marlene Raum had a question about the rental limits.

Mr. James read information from the KRA that was sent out to its members. Although the information he read did not support fluoridation, he insisted the KRA did not take a stand on this issue.

Jules Gerrish opposes water fluoridation and read the facts against it.

Chair Barwise closed the public hearing at 7:15 PM.

7. Discuss with the Planning Board the treatment of open space in the subdivision review process.

David Kling, chair of the Planning Board, said payment in lieu of open space has happened so infrequently it has not been fully discussed. He stated that since it has come up now, it would be an opportune time to explore this and come up with ideas for the use of funds.

Chair Barwise said he welcomes the opportunity for both boards to get together and brainstorm.

Deb Bauman asked how much money the town would be getting. Ms. Smith responded approximately \$120,000.

8. Update on the FEMA floodplain mapping from the Director of Planning and Development Werner Gilliam.

Mr. Gilliam said that the methodology used in coastal Maine was denied by FEMA in an appeal in Scituate, Massachusetts. As a result, FEMA is revisiting the methodology that was submitted for coastal Maine.

9. Rebecca Nolette, Assessing Assistant, presentation of municipal valuation return.

Ms. Nolette said the Town continues to stay at 100% market value and the quality rating has remained at 15.

10. Approve a Quit Claim Deed for 12 Beacon Acres, Kennebunkport.

Motion by Selectman Daggett, seconded by Selectman Hutchins to approve the Quit Claim Deed for 12 Beacon Acres. **Vote:** 4-0.

11. Consider property tax abatement for Wendy and Heidi Johnston, 20 Wakefield Pasture Rd., Map 9, Block 4, Lot 82, in the amount of \$357.70.

Motion by Selectmen Hutchins, seconded by Selectman Daggett, to approve the property tax abatement for Wendy and Heidi Johnston, 20 Wakefield Pasture Rd., Map 9, Block 4, Lot 82, in the amount of \$357.70. **Vote:** 4-0.

12. Award the bid for the new fire truck through the HGAC bid program.

Fire Chief Allan Moir said he went through the Houston-Galveston Area Coun-

cil (HGAC) bid cooperative for the purchase of a fire truck. He said they worked with representatives from Pierce and Ferrara. They gave the following bid prices with cash in advance:

Pierce \$450,714
Ferrara \$448,288

Mr. Moir and the committee recommended purchasing the truck from Pierce.

Motion by Selectman Daggett, seconded by Selectman Hutchins to purchase the new fire truck from Pierce at a cost of \$450,714. **Vote:** 4-0.

13. Accept \$2,000 donation from St. Ann's Episcopal Church to be dedicated to the Town's fuel assistance program.

Motion by Selectman Hutchins, seconded by Selectman Daggett, to accept the \$2,000 donation from St. Ann's Episcopal Church to be dedicated to the Town's fuel assistance program. **Vote:** 4-0.

14. Other business.

Ms. Smith announced that flu shots were available tomorrow from 10 AM to 2 PM at the Village Fire Station.

Ms. Smith also announced that the Board would go into executive session for a personnel issue.

15. Approve the October 13, 2016, Treasurer's Warrant.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to approve the October 13, 2016, Treasurer's Warrant. **Vote:** 4-0.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to go into executive session per 30-A M.R.S.A. § 2702 to discuss a personnel matter. **Vote:** 4-0.

The Board went into executive session at 8:10 PM and came out at 9:12 PM. No action was taken.

16. Adjournment.

Motion by Selectman Daggett, seconded by Selectman Hutchins, to adjourn.

The meeting adjourned at 9:12 PM.

Submitted by Arlene McMurray, administrative assistant





Agenda Item Divider



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MEMORANDUM

To: Laurie Smith, Town Manager
Fr: Craig Sanford, Chief of Police
Re: Kennebunkport Inn (additional area for Prelude 2016)
Dt: October 24, 2016

I recently met with the manager of the Kennebunkport Inn about a request to add outside service area directly off the main entrance to accommodate their guests during Prelude 2016. I have expressed my concerns of over service as well as allowing guests to leave the property with alcoholic beverages during past Prelude events. I was assured that extra staff would be on hand as well as over service would not be allowed. I was also promised that Kennebunkport staff would not allow anyone to leave the property with a beverage of any type.

I am recommending we allow the extension of the service area for Prelude of 2016 only with the following stipulations.

1. The added area is as diagramed in the application.
2. Extra staff and equipment will be utilized to monitor the guests.
3. Over service of alcoholic beverages to guests is monitored.
4. No one will be allowed to leave the Kennebunkport Inn property with any type of beverage.

Tracey O'Roak

From: Colleen Geary <colleen@krcmaine.com>
Sent: Thursday, October 13, 2016 5:22 PM
To: Tracey O'Roak
Subject: RE: Extension of liquor license

Hi Tracey,

The KRC would like to make an appeal to the selectmen to temporarily extend the area currently covered by our liquor license to include a small portion of the parking lot at the Kennebunkport Inn. We believe that this extension will allow our guests the freedom to be outdoors to view the tree lighting, fireworks, parades etc. while still adhering to the parameters of our liquor license. The extension would be in place for a very limited and precise period of time. We request that the premise be extended on Friday, December 2nd and December 9th from 4:00pm to 9:00pm and Saturday, December 3rd and December 10th from 12:00pm to 6:00pm.

The approved extension area of the driveway/parking lot will be physically cordoned off and the approved area for guests will be clearly marked. We will heavily man the extension area at multiple and key locations to insure that the patrons remain within that boundary. We will also have a valet on hand that will insure that only Kennebunkport Inn guests will be entering to park in the lot.

I understand that a representative from the police department will be on site to meet with me and the General Manager of the Kennebunkport Inn tomorrow at 10:00am. We will be sure provide any information requested, answer questions and adhere to the requirements they put forth.

If there are any questions or additional information needed prior to the Selectmen's meeting on the 27th, please direct those questions to me at this email address or by phone at 967-1503.

Thank you so much for working with us on this request.

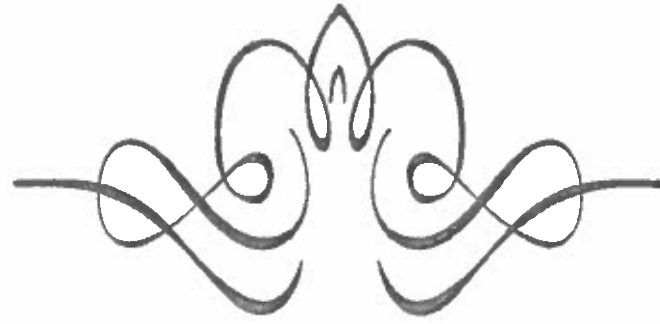
Colleen Geary
Manager of Operations Support
Kennebunkport Resort Collection
182 Port Road
Kennebunk, ME 04043
207-967-1503
colleen@krcmaine.com

Kennebunkport Resort Collection - eight distinctive hotels, seven world class restaurants, diverse event venues and unique Tree Spa

From: Tracey O'Roak [mailto:toroak@kennebunkportme.gov]
Sent: Thursday, October 06, 2016 9:08 AM
To: Colleen Geary <colleen@krcmaine.com>
Subject: RE: Extension of liquor license

Ok then, I'll just forward your email to the Town Manager and Police Chief. It's too late to get on the Selectmen's agenda for next week but they will probably set it for the 10/27 meeting.





Agenda Item Divider



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MUNICIPAL QUITCLAIM DEED WITHOUT COVENANTS

KNOW ALL BY THESE PRESENTS THAT the Inhabitants of the Town of Kennebunkport, a body corporate and politic located in York County, State of Maine, for consideration paid, release to Wiltshire Daniel Morgan a certain parcel of land with buildings thereon, if any, located in the Town of Kennebunkport, York County, State of Maine, identified as follows:

Map Lot 011-005-005, on the Town Assessors' maps for Kennebunkport, which are on file at the municipal office, being the same premises described in Town of Kennebunkport tax liens dated July 9, 2013, July 11, 2014 and July 10, 2015, recorded in the York County Registry of Deeds in Book 16643 Page 271, Book 16851 Page 930 and Book 17054 Page 439 respectively and as described in Town of Kennebunkport sewer liens dated December 12, 2013, October 24, 2014, November 2, 2015 and October 11, 2016, recorded in the York County Registry of Deeds in Book 16751 Page 979, Book 16913 Page 135, Book 17127 Page 482 and Book 17339 Page 592 respectively.

The Inhabitants of the Town of Kennebunkport have caused this instrument to be signed in its corporate name by Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, Edward W. Hutchins II and Sheila W. Matthews-Bull, its Municipal Officers duly authorized.

Witness our hands and seals this 27th day of October, 2016.

Inhabitants of the Town of Kennebunkport

Witness

Witness

Witness

Witness

Witness

ACKNOWLEDGEMENT

State of Maine
York, County, ss.

October 27, 2016

Then personally appeared before me the above-named Stuart E. Barwise, Patrick A. Briggs, Allen A. Daggett, Edward W. Hutchins II and Sheila W. Matthews-Bull Municipal Officers of the Town of Kennebunkport, and acknowledged the foregoing to be their free act and deed in their said capacity and the free act and deed of the Inhabitants of said Municipality.

Before me,



12RETDD

RETDD

00

**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

YORK

2. Municipality/Township

KENNEBUNKPORT

3. GRANTEE/
PURCHASER

3a) Name LAST or BUSINESS, FIRST, MI

WILTSHIRE, DANIEL MORGAN

3c) Name LAST or BUSINESS FIRST, MI

3e) Mailing Address

155 ARUNDEL ROAD

3f) City

KENNEBUNKPORT

BOOK/PAGE—REGISTRY USE ONLY

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State

ME

3h) Zip Code

04046

4. GRANTOR/
SELLER

4a) Name, LAST or BUSINESS, FIRST, MI

TOWN OF KENNEBUNKPORT

4c) Name, LAST or BUSINESS, FIRST, MI

4b) SSN or Federal ID

4d) SSN or Federal ID

4e) Mailing Address

PO BOX 566

4f) City

KENNEBUNKPORT

4g) State

ME

4h) Zip Code

04046

5. PROPERTY

5a) Map

11

Block

5

Lot

5

Sub-Lot

5b) Type of property—Enter the code number that best describes the property being sold. (See instructions) →

202

Check any that apply:

No tax maps exist

5d) Acreage

Multiple parcels

Portion of parcel

.62

5c) Physical Location

6 HIGH STREET

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.00

6b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

287800.00

6c) Exemption claim - ☒ Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

RELEASE TO GRANTEE FROM MUNICIPALITY FOR PAYMENT OF TAX & SEWER LIENS

7. DATE OF TRANSFER (MM-DD-YYYY)

10-19-2016

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

CLASSIFIED

MONTH DAY YEAR

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:



10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

Consideration for the property is less than \$50,000

Foreclosure Sale

11. OATH

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below.

Grantee DANIEL M WILTSHIRE

Date 10-19-16

Grantor LAURIE SMITH, TAX COLLECTOR

Date 10-19-16

Grantee

Date

Grantor

Date

12. PREPARER

Name of Preparer

REBECCA NOLETTE

Phone Number

207-967-1603

Mailing Address

PO BOX 566

E-Mail Address

BNOLETTE@KENNEBUNKPORTME.GOV

KENNEBUNKPORT, ME 04046

Fax Number

207-967-8470

<http://www.maine.gov/revenue/propertytax/transfertax/transfertax.htm>



Agenda Item Divider



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MEMORANDUM

To: Laurie Smith, Town Manager
Fr: Craig Sanford, Chief of Police
Re: Optional Police Powers
Dt: October 17, 2016

I am asking the select board to consider authorizing me to grant optional police powers to ONLY full time officers of the Kennebunkport Police Department who have successfully completed their training and are off probationary status. State law under Title 30-A, section 2671, 2-A (attached) authorizes municipal officers (select board) the power to allow municipal police officers the ability to perform limited police actions (as outlined in Title 17-A section 15) outside the boundaries of Kennebunkport. I find this request important to our ongoing investigations that continually extend beyond the town lines of Kennebunkport. I can give examples as well.

State law under Title 30-A, section 2674 (attached) allows the municipal officers (select board) to authorize the Chief of Police to request appointment of municipal police officers as a deputy sheriff granting us the same powers as a deputy sheriff in the County of York, Maine. This also has the requirement that the appointed officer must be a full time officer who has successfully completed training and is off probationary status. I am asking that this be granted as well to allow us to participate in but not limited to joint enforcement teams, DWI roadblocks and special team participation. It will also give me the ability to do traffic enforcement on our irregular boarder with Arundel where many Kennebunkport citizens reside.

Each of these requests is governed by a strictly written internal policy that can be altered as needed. I am aware of several neighboring police agencies already benefiting from these powers. I would be happy to try and answer any clarifying questions.

Respectfully,

Craig A. Sanford

KENNEBUNKPORT POLICE DEPARTMENT STANDARD OPERATING PROCEDURE

**SUBJECT: OPTIONAL POLICE POWERS OF FULL TIME LAW ENFORCEMENT #:
 OFFICERS OUTSIDE THE MUNICIPALITY OF KENNEBUNKPORT**

EFFECTIVE DATE:

AMENDS/SUPERSEDES:

I. PURPOSE

To establish a procedure to govern sworn, full-time Kennebunkport Police Department officers, both on and off duty, when acting as law enforcement officers outside the municipality of Kennebunkport, and within the boundaries of the State of Maine.

II. POLICY

Officers are frequently confronted with investigations and enforcement situations that take them outside the municipality of Kennebunkport. Officers are often witnesses to crimes occurring while in other communities within the State of Maine. It is the policy of the Kennebunkport Police Department, with authorization of the Kennebunkport selectmen, that officers in good standing are granted optional powers under Title 30-A, section 2671, 2-A and section 2674.

Title 30-A, section 2671, 2-A, of the Maine Revised Statutes Annotated states:

Optional Powers. Notwithstanding subsection 2, municipal officers may authorize a municipality's police officers who have met the requirements of Title 25, section 2804-C to perform any of the acts described in Title 17-A, section 15 while the police officers are outside the jurisdiction in which they are appointed if, when possible, the law enforcement agency of a foreign municipality in which the arrest has been made is notified immediately after the arrest.

Title 30-A, section 2674, of the Maine Revised Statutes Annotated states:

Aid to other law enforcement agencies. Notwithstanding section 501 and except as otherwise provided by municipal charter or ordinance, the municipal officers may authorize the chief of police or other designee to request a county sheriff to appoint as a deputy sheriff a municipal law enforcement officer who has satisfied the training requirements of Title 25, sections 2804-C and 2804-E. The authorization of the municipal officers must be accompanied by an agreement between the requesting municipality and the respective county that specifies the purpose and time period for which the authorization is granted and which governmental entity is liable, if any liability is determined to exist, for personal injury or property damage caused by or occurring to law enforcement officers of the municipality in the course of exercising their authority as deputy sheriffs. A municipal law enforcement officer appointed pursuant to this paragraph has the same authority as a deputy sheriff within the respective county, except as to the service of civil process, and has the same privileges and immunities as when acting within the officer's own jurisdiction.

The Kennebunkport selectmen, at the request of the Chief of Police, authorizes the officers of the Kennebunkport Police Department who are recognized by the Maine Criminal Justice Academy as full-time certified law enforcement officers and have successfully completed the Kennebunkport Police Department Field Training Program, to be granted optional powers.

III. PROCEDURE

Title 17-A, §15 authorizes an officer to **only make a warrantless arrest in specific situations**. There is no specific language that authorizes any other actions that officers may take while on duty, such as the authority to give directions or orders to individuals.

Under Title 30-A section 2674 a municipal officer has the same authority as a deputy sheriff within York County, except as to the service of civil process, and has the same privileges and immunities as when acting within the borders of Kennebunkport as a police officer.

A. On-Duty Officers

1. Normally, on-duty, uniformed officers working the patrol function will use optional police powers in areas that border the Town of Kennebunkport. Examples of such areas would be the Log Cabin Road, Arundel Road, and Dock Square. Exceptions may be authorized by command staff or supervisory personnel for situations including but not limited to participation in joint enforcement operations, road blocks and special team participation.
2. Uniformed officers transporting prisoners, traveling to and from training, or attending court may not stop a vehicle for a traffic offense unless approved by a supervisor and only with department vehicles equipped with the appropriate emergency lights and sirens normally used in the stopping of the traffic violator and only within the boundaries of York County.
3. On-duty officers in plain clothes outside the boundaries of Kennebunkport shall not conduct traffic enforcement unless such enforcement is necessary to prevent further danger to the public and only in department vehicles equipped with appropriate emergency lights and sirens normally used in the stopping of the traffic violator and only within the boundaries of York County. Prior approval of supervisory staff is also required.
4. The on-duty Detective may exercise optional powers as necessary to achieve a legitimate law enforcement purpose. The Detective will brief their supervisor and notify dispatch of their intended destination prior to leaving this jurisdiction.
5. Officers exercising optional powers outside the Town of Kennebunkport will notify dispatch of any change of location.
 - (a) Dispatchers will make every attempt to conduct customary radio status checks on officers exercising optional powers in other jurisdictions.
6. The Detective operating in foreign jurisdictions will not stop vehicles for traffic offenses. Traffic stops that are absolutely necessary as part of a criminal investigation will only be conducted if the departmental vehicle is equipped with emergency lights and siren.
7. **If any on-duty officer anticipates that an arrest will be made in a foreign jurisdiction, the law enforcement agency for that jurisdiction will be notified prior to the arrest if at all possible.**
8. Officers using a department vehicle equipped with the appropriate emergency equipment (lights and siren) outside the boundaries of Kennebunkport will be considered on-duty for purposes of this policy and shall be required to have appropriate gear and identification at all times while using the department vehicle. No one else is authorized inside of the department vehicle unless approved by the Chief of Police.

B. Off-Duty Officers

Officers must be cognizant of the potential problems that could arise when exercising optional police powers off-duty and out of their jurisdiction, to include:

- Unfamiliarity with the geography
- No backup available
- Family members may be present
- Not possessing necessary police equipment such as handcuff, OC Spray, or ASP baton
- No vehicle for transport

In most cases, the best decision is to NOT exercise optional powers but to be a professional witness who can provide accurate descriptions of suspects and events. Ideally, off-duty officers should:

- Stabilize the scene
 - Apply emergency first aid and notify medical personnel if necessary
 - Notify or cause to be notified local law enforcement as soon as it is safe to do so
1. While state law grants certain rights to sworn police officers who have been authorized optional powers by the governing body under Title 30-A, 2671, 2-A, it shall be the policy of the Kennebunkport Police Department that its off-duty officers will exercise optional powers only under truly exigent circumstances *and* when there is a threat of serious bodily harm to the officer or another person. In this context, serious means “grave or dangerous” which does not include simple assault or threat of an assault.
 2. Off-duty officers who choose to exercise optional powers outside their jurisdiction must have in their possession a Kennebunkport Police Badge, Kennebunkport Police Photo Identification Card, and an issued or authorized firearm and appropriate equipment to take such enforcement action.
 3. Officers **will NOT** exercise optional powers for:
 - Misdemeanors to include but not limited to, disorderly conduct, trespassing, theft, criminal mischief, harassment, actual assault between mutual combatants, criminal threatening, criminal terrorizing, violation of condition of release, violation of a protective order, or violation of sex offender registry.
 - Any traffic offense

EXCEPTION: Officers may arrest for criminal OUI if the officer has probable cause to believe that 1) the driver is under the influence of alcohol or drugs, 2) there will be a significant danger to the community if the operator drives a vehicle, and 3) the operator refuses to obey the officer’s order to not drive.

4. Off-duty officers who make an arrest in a foreign jurisdiction will contact the law enforcement agency responsible for that jurisdiction and request that the officer summons the arrested individual. Kennebunkport officers will complete any arrest paperwork necessary as requested by the jurisdiction that is accepting custody. If the jurisdiction refuses to accept custody, the officer will contact the on-duty Kennebunkport patrol supervisor who will decide the correct course of action.
5. Off-duty officers **will not** make or attempt to make traffic stops in a privately owned vehicle.
6. Officers **will not** exercise optional powers if they have been **consuming** alcoholic beverages or prescription drugs that may cause impairment.
7. Off-duty officers who exercise or attempt to exercise optional powers in a foreign jurisdiction must immediately notify a supervisor of such action and, must complete an IMC Incident Report as soon as practical.

8. Supervisors will ensure the command staff is notified of any Kennebunkport Officer's extra-jurisdictional use of optional powers.
9. Any use of force during the exercising of optional powers will be reviewed by the officer's supervisor according to Kennebunkport Police SOP's.

ADDENDUM

Optional powers are restricted by statute. Officers are restricted to perform only the acts described in Title 17-A, section 15. As of the date of issuance of this policy, those restrictions are as follows:

1. Except as otherwise specifically provided, a law enforcement officer may arrest without a warrant:

A. Any person who the officer has probable cause to believe has committed or is committing:

- (1) Murder;
- (2) Any Class A, Class B, or Class C crime;
- (3) Assault while hunting;
- (4) Any offense defined in Chapter 45 (drug violations);
- (5) Assault, criminal threatening, terrorizing or stalking, if the officer reasonably believes that the person may cause injury to others unless immediately arrested;
- (5-A) Assault, criminal threatening, terrorizing, stalking, criminal mischief, obstructing the report of a crime or injury or reckless conduct if the officer reasonably believes that the person and the victim are family or household members, as defined in Title 19-A, section 4002, subsection 4;
- (6) Theft as defined in section 357, when the value of the services is \$1,000 or less if the officer reasonably believes that the person will not be apprehended unless immediately arrested;
- (7) Forgery, if the officer reasonably believes that the person will not be apprehended unless immediately arrested;
- (8) Negotiating a worthless instrument if the officer reasonably believes that the person will not be apprehended unless immediately arrested;
- (9) A violation of a condition of probation when requested by a probation officer or juvenile community corrections officer;
- (10) Violation of a condition of release in violation of Title 15, section 1026, subsection 3; Title 15, section 1027, subsection 3; Title 15, section 1051, subsection 2; and Title 15, section 1092;
- (11) Theft involving a detention under Title 15, section 3521;
- (12) Harassment, as set forth in section 506-A;
- (13) Violation of a protection order, as specified in Title 5, section 4659, subsection 2; Title 15, section 321, subsection 6; former Title 19, section 769, subsection 2; former Title 19, section 770, subsection 5; Title 19-A, section 4011, subsection 3; and Title 19-A, section 4012, subsection 5; or,
- (14) A violation of a sex offender registration provision under Title 34-A, chapter 15; and

B. Any person who has committed or is committing in the officer's presence any Class D or Class E crime.

Maine LegislatureMaine Revised Statutes

- Session Law
- Statutes
- Maine State Constitution
- Information

Maine Revised Statutes

- §2674 PDF
- §2674 MS-Word
- Statute Search
- Ch. 123 Contents
- Title 30-A Contents
- List of Titles
- Maine Law & Disclaimer
- Revisor's Office
- Maine Legislature

§2673

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 3: MUNICIPAL AFFAIRS

Chapter 123: MUNICIPAL OFFICIALS

Subchapter 4: LAW ENFORCEMENT OFFICERS

§2675

§2674. Aid to other law enforcement agencies

Except as otherwise provided by municipal charter or ordinance, the municipal officers may authorize the chief of police or other designee to request other municipalities to provide law enforcement officers to assist the requesting municipality. The county commissioners may authorize the sheriff or other designee to request a municipality to provide law enforcement officers to assist the requesting county. The municipal officers may authorize the chief of police or other designee to provide law enforcement officers to assist other municipalities or counties when so requested by a properly authorized chief of police, sheriff or other designee of the requesting municipality or county. [2013, c. 261, §2 (AMD).]

The authorizations of the municipal officers or county commissioners must be accompanied by an agreement between the requesting municipality or county and the responding municipality or county that specifies which governmental entity is liable, if any liability is determined to exist, for personal injury or property damage caused by or occurring to the law enforcement officers of the responding municipality or county in the course of assisting the requesting municipality or county. [2013, c. 261, §2 (AMD).]

If the request for assistance is for a major unplanned incident that jeopardizes the health and welfare of the citizens of the requesting municipality or county and when delay may cause further jeopardy to life or property or in the case of jointly planned collaborative activity, the

police chief of any municipality or sheriff of any county or the chief's or sheriff's designee may request assistance from or provide assistance to another municipality or law enforcement agency whether or not an agreement between the 2 parties exists. Each law enforcement department shall assume its own liability to a 3rd party, except for liability incurred by the command or operational decisions made by the requesting department, which must be assumed by the requesting department. For the purposes of this paragraph, "major unplanned incident" means an extraordinary emergency to which a law enforcement agency is unable to adequately respond that presents a substantial and imminent danger to the public safety and that necessitates the cooperation or assistance of other law enforcement agencies. [2013, c. 261, §2 (AMD).]

The law enforcement officers of the responding municipality or county or law enforcement agency have the same authority as law enforcement officers within the limits of the requesting municipality or county, except as to the service of civil process, and, when assisting other municipalities, have the same privileges and immunities as when acting within their own jurisdiction. [2013, c. 261, §2 (AMD).]

Notwithstanding section 501 and except as otherwise provided by municipal charter or ordinance, the municipal officers may authorize the chief of police or other designee to request a county sheriff to appoint as a deputy sheriff a municipal law enforcement officer who has satisfied the training requirements of Title 25, sections 2804-C and 2804-E. The authorization of the municipal officers must be accompanied by an agreement between the requesting municipality and the respective county that specifies the purpose and time period for which the authorization is granted and which governmental entity is liable, if any liability is determined to exist, for personal injury or property damage caused by or occurring to law enforcement officers of the municipality in the course of exercising their authority as deputy sheriffs. A municipal law enforcement officer appointed pursuant to this paragraph has the same authority as a deputy sheriff within the respective county, except as to the service of civil process, and has the same privileges and immunities as when acting within the officer's own jurisdiction. [2015, c. 419, §1 (NEW).]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1999, c. 654, §1 (AMD). 2001, c. 65, §1 (AMD). 2013, c. 261, §2 (AMD). 2015, c. 419, §1 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public. If you need legal advice, please consult a qualified attorney.

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§2655

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 2: MUNICIPALITIES

Subpart 3: MUNICIPAL AFFAIRS

Chapter 123: MUNICIPAL OFFICIALS

Subchapter 4: LAW ENFORCEMENT OFFICERS

§2672

§2671. Police officers

1. Appointment. Except as provided by charter, ordinance or section 2636, subsection 6, the municipal officers may appoint police officers for a definite term, and control and fix their compensation. Police officers, including chiefs of police, may be removed for cause after notice and hearing.

A. Before appointing any law enforcement officer, the municipal officers shall investigate the qualifications and background of any person being considered for appointment. This includes investigating the applicant's abilities, reputation for truthfulness and respect for the law.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. An appointed law enforcement officer is subject to the training requirements of Title 25, chapter 341. [1993, c. 349, §64 (AMD).]

C. Notwithstanding section 2526, residency in the State is not a condition of initial or continued appointment as a municipal police officer. [1989, c. 279, §1 (NEW).]

[1993, c. 349, §64 (AMD) .]

2. Powers. Police officers may serve criminal and traffic infraction processes and arrest and prosecute offenders of the law. A police officer has all the statutory powers of a constable, unless limited by charter or ordinance. No police officer has any authority in criminal or traffic infraction matters beyond the limits of the municipality in which the officer is appointed,

except to:

- A. Recapture a prisoner whom the officer has arrested and who has escaped; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- B. Take a person before the District Court; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- C. Execute a mittimus given to the officer by the District Court; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- D. Pursue a person who has gone into another municipality and for whose arrest the officer has a warrant; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]
- E. Arrest a person who travels beyond the limits of the municipality in which the officer is appointed when in fresh pursuit of that person. This paragraph applies to all crimes and traffic infractions. As used in this paragraph:
 - (1) With respect to Class A, Class B and Class C crimes, the term "fresh pursuit" is defined in Title 15, section 152; and
 - (2) With respect to Class D and Class E crimes and traffic infractions, "fresh pursuit" means instant pursuit of a person with intent to apprehend; or [1989, c. 104, Pt. C, §§8, 10 (AMD); 1989, c. 104, Pt. D, §6 (AMD).]
- F. As provided for in section 2674. [1989, c. 104, Pt. A, §23 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1989, c. 104, Pt. C, §23, Pt (AMD); 1989, c. 104, Pt. D, §6 (AMD) .]

2-A. Optional powers. Notwithstanding subsection 2, municipal officers may authorize a municipality's police officers who have met the requirements of Title 25, section 2804-C to perform any of the acts described in Title 17-A, section 15 while the police officers are outside the jurisdiction in which they are appointed if, when possible, the law enforcement agency of a foreign municipality in which the arrest is to be made is notified in advance or, when not possible, the law enforcement agency of the foreign municipality in which the arrest has been made is notified immediately after the arrest.

A. [2003, c. 233, §4 (RP).]

B. [2003, c. 233, §4 (RP).]

[2003, c. 233, §4 (AMD) .]

2-B. Liability. When a municipal police officer makes an arrest, as authorized in subsection 2-A or subsection 4, outside of jurisdictional limits of the municipality in which the police officer is appointed, that police officer has the same immunity from tort liability and all of the pension, relief, disability, workers' compensation, insurance and any other benefits the police officer enjoys while performing duties within the police officer's appointing municipality.

[2005, c. 320, §1 (AMD) .]

3. Representation of the municipality in District Court. The municipal officers may authorize a law enforcement officer certified by the Maine Criminal Justice Academy, under Title 25, section 2803-A, subsection 1, to represent the municipality in District Court in the prosecution of alleged violations of ordinances which the officer may enforce. Under this subsection, the municipal officers may delegate their power to authorize law enforcement officers to represent the municipality to the municipality's full-time chief of police.

[RR 2007, c. 1, §16 (COR) .]

4. Multijurisdictional crimes. If there is probable cause to believe that more than one theft, forgery or negotiation of a worthless instrument committed pursuant to one scheme or course of conduct by the same or several persons has occurred in more than one municipal

jurisdiction, a police officer in a municipality in which at least one of the thefts, forgeries or negotiations of worthless instruments was committed may investigate and assist in the prosecution of all the related thefts, forgeries or negotiations of worthless instruments, with the express authorization of the police officer's municipal officers.

[2005, c. 320, §2 (NEW) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§A23,C8,C10 D6 (AMD). 1989, c. 279, §1 (AMD). 1993, c. 349, §64 (AMD). 1993, c. 594, §2 (AMD). 2003, c. 233, §4 (AMD). 2005, c. 320, §§1,2 (AMD). RR 2007, c. 1, §16 (COR).

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Agenda Item Divider



7

Parks & Recreation

Memo

To: Board of Selectmen
From: Carol G. Cook, Director of Parks & Recreation
cc: Laurie Smith, Town Manager
Date: October 24, 2016
Re: Playground Equipment

I sent our RFP to five playground equipment companies and received five proposals, all satisfying the requirements of the bid specifications (attached for your information). I had asked for two different designs and separate prices for playground equipment on site #1 and site #2.

company	site #1	site # 2	surfacing	total bid	# play
Maine Recreation & Design	\$20,000	\$20,000	\$4,420	\$44,420	10
New England Recreation Group	\$17,500	\$17,500	\$4,900	\$39,900	11
UltiPlay Parks & Playgrounds	\$11,080	\$21,088	\$2,375	\$34,543	7
Gametime	\$17,693.12	\$18,537.81	\$3,200	\$39,430.93	8
ME O'Brien & Sons	\$20,000	\$20,000	\$3,675	\$43,675	7

I had specifically asked to see play value (noted in the final column) and creativity. Our process included the usual steps of confirming adherence to the bid specifications and checking references, but then we took it a step further. We asked the children in our after-school adventure program to offer their opinions as well. We have taken their comments into account and therefore ask that you agree to split the award between two companies, thereby guaranteeing two distinct playgrounds and also providing an interesting comparative study.

We would appreciate your support in accepting the proposal of Maine Recreation & Design (\$20,000) and the proposal of New England Recreation Group (\$17,500). I am requesting a couple of modifications to the playground design which may slightly affect the price. I will bring updated information to the meeting for the Selectmen's review. Maine Recreation & Design represents Miracle Recreation Playground Equipment, the manufacturer of the equipment currently at both parks and the only company to use all steel posts rather than aluminum. New England Recreation Group uses Play & Park Structures, which can be found in Falmouth, Bath, Gorham, Biddeford, and Cumberland to name a few. We will handle the safety surfacing separately, since the calculations were all based on doing two playgrounds for the Town of Kennebunkport.

Kennebunkport, Maine

Playground Equipment for Parsons Field and Rotary Park at Beachwood

Parks & Recreation Department

TOWN OF KENNEBUNKPORT
Laurie Smith, Town Manager

September 30, 2016

PO Box 566
Kennebunkport, Maine 04046
(207) 967-4304

BID DUE DATE: Thursday, October 20, 2016, 2:00 p.m.

BID AWARD: Thursday, October 27, 2016, 7:00 p.m.

INVITATION TO BID

The Town of Kennebunkport, Maine will accept sealed bids until 2:00 p.m., Thursday, October 20, 2016 at the Town Manager's Office, 6 Elm Street, Kennebunkport, Maine for the furnishing of playground equipment plus any installation requirements by the manufacturer for two parks. All prices quoted should be the delivered price to Kennebunkport, Maine. Bids shall be submitted in sealed envelopes with the name and address of the Bidder and marked "Playground Equipment" on the face of the envelope. The bids will be reviewed by the Parks & Recreation Department for recommendation to the Board of Selectmen and bid award on Thursday, October 27, 2016 at 7:00 p.m.

A complete set of the contract documents may be downloaded from the Town of Kennebunkport website. Bids shall be submitted on the provided forms in accordance with the Information for Bidders. No Bidder may withdraw a bid within thirty (30) days after opening thereof.

The Owner reserves the right to waive any informalities in or to reject any and all bids if not in the best interest of the Town.

Carol G. Cook, Director
Parks & Recreation Department
Town of Kennebunkport
207-967-4304

1.01 GENERAL INFORMATION

A. The Town of Kennebunkport is replacing two playgrounds, each approximately 40' x 40' in area. We are looking for the greatest play value and your creativity primarily targeted toward children 5–12 years of age. Based on the information provided, you are encouraged to provide your conceptual plan and layout for two unique spaces using your product line. Stock configurations are acceptable with customization possible after the bid award. Only bids from authorized commercial playground companies will be considered. There is no thematic plan for either play structure location.

B. Sealed proposals will be received by the Town Manager of the Town of Kennebunkport, Maine until 2:00 p.m. on Thursday, October 20, 2016, then to be publicly awarded by the Board of Selectmen at their regularly scheduled meeting of Thursday, October 27, 2016 in accordance with these specifications. The envelope shall be clearly marked with the name and address of the bidder and the words "Playground Equipment".

C. Bids shall be submitted on the attached "Bid Proposal Form" and shall be signed by an authorized person indicating full knowledge and acceptance of the specifications. Each Bidder shall indicate the manufacturer and product name for the material to be supplied under this bid. Literature describing the physical characteristics of the equipment bid shall be attached and included with the bid. The Town, however, reserves the right to request additional information deemed necessary for proper evaluation of bids.

1.02 BID COMPLIANCE

The Town of Kennebunkport will regard all bids received as an agreement by the Bidder to conform to all items of these specifications. If the equipment offered differs from the provisions contained in this specification, such differences must be explained in detail, and the bid will receive careful consideration if such differences do not depart from the intent of this specification and are in the best interest of the Town. If no exceptions or deviations are specifically shown and explained, equipment shall be furnished as specified.

1.03 DELIVERY

The playground equipment shall be delivered to Kennebunkport, Maine and guaranteed delivery may be considered in making the award. The Bidder guarantees that the equipment furnished under this bid is new and unused product of regular manufacture. However, if poor workmanship and/or minor deviations exist, the Town may withhold up to 20% of the contract price upon delivery and delay payment of the balance until the Bidder has made all necessary corrections.

1.04 TAX EXEMPTION

The Town of Kennebunkport (a municipal government) is an exempt entity under law of the State of Maine and is, therefore, exempt from payment of the State of Maine sales or use tax on purchases made directly for its own use. These taxes are not to be included in the bid prices for any equipment, materials and supplies sold to the Town under this Contract.

1.05 BASIS FOR AWARD

The Town of Kennebunkport reserves the right to accept or reject any or all bids in whole or in part, to waive any formality and technicality in any bid, and to accept any item or items in any bid. The Town will accept the bid most advantageous to the Town, not necessarily the lowest bid. Alternative quotations will be considered only when clearly explained. They will be considered only if the specifications are met and the alternatives are submitted as an alternative bid.

1.06 PAYMENT

The Town will process a request for payment after delivery and inspection to ensure compliance with these specifications.

DETAILED SPECIFICATIONS

- The Town has budgeted \$40,000.00 for the purchase of equipment for the two playgrounds at Parsons Field and Rotary Park at Beachwood.
- Submit a playground design to include:
 - a spiral slide,
 - at least one other slide,
 - climbers,
 - balance activities,
 - your creative additions (we are keeping our existing swings)
- Colors of structures: color scheme options submitted for selection by Owner
- The packages purchased will include all parts and hardware necessary to perform a complete installation. The submitted proposal will identify what will be required for site development and preparation as well as quantity and type of concrete required. Bidder needs to identify what tools will be needed for installation and to supply to Owner one set of any specialized tools needed for repair of proposed equipment.
- Indicate coverage area, installation depth, and thickness of certified playground chips
- The successful company will provide someone on-site to guide the installation process. Proposals will include a description of what services will be provided and what if any costs are beyond the bid price. We are asking for a price to install the proposed playground equipment and surfacing for comparative purposes.
- Warranty information to be provided in proposal
- Product Liability Insurance information to be provided in proposal
- All playground equipment and surfacing materials supplied for this bid must meet the requirements of the CPSC's Public Playground Safety Handbook, latest edition. All equipment will meet the ADA, the ASTM guidelines and recommendations as well as conform to any other playground sanctioning organizations.

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer _____

1. Base Bid for Site #1 \$ _____

2. Base Bid for Site #2 \$ _____

3. Estimate for Safety Surfacing \$ _____

4. Exceptions to bid \$ _____

Total Bid Price = Sum of Items 1-4 \$ _____

Installation by Bidder \$ _____

Expected Delivery Time after Receipt of Purchase Order _____

Type and quantity of concrete required _____

NAME OF FIRM: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE: _____

TELEPHONE: _____ **DATE:** _____

Please list three recent projects, including location, contact information, and contract price.

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

Playground Equipment

BID LIST

Travis Armes GameTime Playgrounds & Park Equipment PO Box 106 Spring Lake, NJ 07762 tarmes@marturanorec.com	Mark Gallagher New England Recreation Group Box 1503 Westboro, MA 01581 mark@nerecgroup.com
Joel St. Pierre M.E. O'Brien & Son, Inc. 67 Cemetary Rd Buxton, ME 04093 joel_stpierre@obrienandsons.com	Eric Welzel Maine Park and Recreation Equipment Co. 347 Lunt Rd Brunswick, ME 04011 eric@maine-playgrounds.com
Layne Kaufman UltiPlay 147 Stearns St Manchester, NH 03102 lkaufman@ultiplayus.com	

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer Miracle Recreation Equipment Company

1. Base Bid for Site #1 \$20 K

2. Base Bid for Site #2 \$20 K

3. Estimate for Safety Surfacing \$4,420.00

4. Exceptions to bid \$ - 0 -

Total Bid Price = Sum of Items 1-4 \$44,420.00

Installation by Bidder \$4,900.00 each \$9,800.00

Expected Delivery Time after Receipt of Purchase Order 4-5 weeks

Type and quantity of concrete required 4 yards 3000 psi 6 Slump

NAME OF FIRM: Maine Recreation and Design

ADDRESS: 347 Lunt Road Brunswick, ME 04011

AUTHORIZED SIGNATURE: Eric Wetzel

PRINT NAME AND TITLE: Eric Wetzel President

TELEPHONE: 207-751-4323 **DATE:** 10-17-16

Please list three recent projects, including location, contact information, and contract price.

Fort Kent Elementary School Principal Gary Stevens 207-834-3456 \$109,000.00

Town of Rangeley Joe Roach 207-670-5017 \$37,000.00

City of Augusta Leif Dahlin 207-626-2305 \$60,000.00

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer PLAY & PARK STRUCTURES

1. Base Bid for Site #1	\$ <u>17,500.00</u>
2. Base Bid for Site #2	\$ <u>17,500.00</u>
3. Estimate for Safety Surfacing	\$ <u>4,900.00</u>
4. Exceptions to bid	\$ <u>none</u>

Total Bid Price = Sum of Items 1-4 \$ 39,900.00

* Prices are good thru 12/1/16
Installation by Bidder

\$ 22,500.00

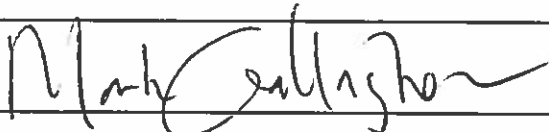
Expected Delivery Time after Receipt of Purchase Order approx. 4 weeks

Type and quantity of concrete required 3000 PSI, approx. 4-5 cyds per structure

NAME OF FIRM: New England Recreation Group
203 Southwest Cutoff, Northboro, MA 01532

ADDRESS:

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE:

Mark Gallagher, Vice President

TELEPHONE: 800-861-1209

DATE: 10/15/16

Please list three recent projects, including location, contact information, and contract price.

See attached Reference List- West Cumberland, Falmouth, Skowhegan
St. Albans, Biddeford

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer Playworld

1. Base Bid for Site #1 \$ 11,080

2. Base Bid for Site #2 \$ 21,088

3. Estimate for Safety Surfacing \$ 2,375

4. Exceptions to bid \$ —

Total Bid Price = Sum of Items 1-4 \$ 34,543

Installation by Bidder \$ 2,000

Expected Delivery Time after Receipt of Purchase Order TBD

Type and quantity of concrete required 8015 Quick Crete - TBD

NAME OF FIRM: UIT: Play Parks + Playgrounds
ADDRESS: P.O. Box 374 Uxbridge, MA 01569

AUTHORIZED SIGNATURE: Layne Kaufman

PRINT NAME AND TITLE: Layne Kaufman Sales Rep

TELEPHONE: 603 860-4076 **DATE:** 10/20/16

Please list three recent projects, including location, contact information, and contract price.

Morrison Center, Wells ME Meghan Smith 201 783-6680 (\$11,000)
Walpole School, Walpole NH Sam Jacobs (603) 756-4728 (\$70,000)
Lamoine School, Lamoine ME Dawn McPhail (201) 667-8578 (\$30,000)

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer Landscape Structures Inc.

1. Base Bid for Site #1		\$ <u>20,000.00</u>
2. Base Bid for Site #2		\$ <u>20,000.00</u>
3. Estimate for Safety Surfacing	150 yards	\$ <u>3,675.00</u>
4. Exceptions to bid		\$ <u>N/A</u>

Total Bid Price = Sum of Items 1-4 \$ 43,675.00

Installation by Bidder \$ 7,951.50

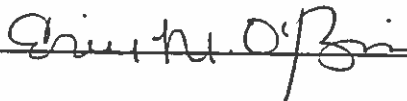
Expected Delivery Time after Receipt of Purchase Order 4 Weeks

Type and quantity of concrete required 3 Yards - 3000 PSI

NAME OF FIRM: M. E. O'Brien & Sons, Inc.

ADDRESS: 93 West Street, Medfield, MA 02052

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE: Erin M. O'Brien, Vice President

TELEPHONE: 800-835-0056/508-359-4200

DATE: 10/17/16

Please list three recent projects, including location, contact information, and contract price.

See Attached

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

BID PROPOSAL FORM
Playground Equipment Contract No. 2017-03

SUBMIT TO: Town Manager's Office
Town of Kennebunkport
6 Elm Street / P.O. Box 566
Kennebunkport, Maine 04046

BID DATE: Thursday, October 20, 2016, 2:00 p.m.

The undersigned hereby certifies he/she has examined and fully comprehends the requirements of these specifications for the above equipment and offers to furnish all equipment as detailed for the following lump sum price.

Equipment Manufacturer GAMETIME

1. Base Bid for Site #1 (PARSONS FIELD)	\$ <u>17,693.12</u>
2. Base Bid for Site #2 (ROTARY PARK AT BEACHWOOD)	\$ <u>18,537.81</u>
3. Estimate for Safety Surfacing (2,969 SF AT 8" DEPTH)	\$ <u>3,200.00</u>
4. Exceptions to bid **PLEASE NOTE: ALL EQUIPMENT MUST SHIP TO ONE LOCATION AT THE SAME TIME FOR THESE PRICES TO BE VALID	\$ <u>N/A</u>
Total Bid Price = Sum of Items 1-4	\$ <u>39,430.93</u>

Installation by Bidder \$ 8,500.00

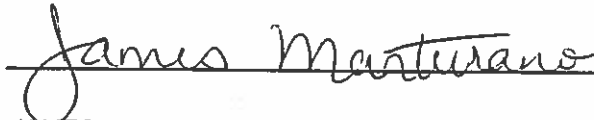
Expected Delivery Time after Receipt of Purchase Order 30-45 DAYS AFTER RECEIPT OF ORDER

Type and quantity of concrete required ESTIMATED 3 CUBIC YARDS OF CONCRETE PER PLAYGROUND

NAME OF FIRM: GAMETIME C/O MRC, INC.

ADDRESS: PO BOX 106, SPRING LAKE, NJ 07762

AUTHORIZED SIGNATURE:



PRINT NAME AND TITLE: JAMES MARTURANO, PRESIDENT & EXCLUSIVE GAMETIME REPRESENTATIVE

TELEPHONE: 800-922-0070

DATE: 10/18/16

Please list three recent projects, including location, contact information, and contract price.

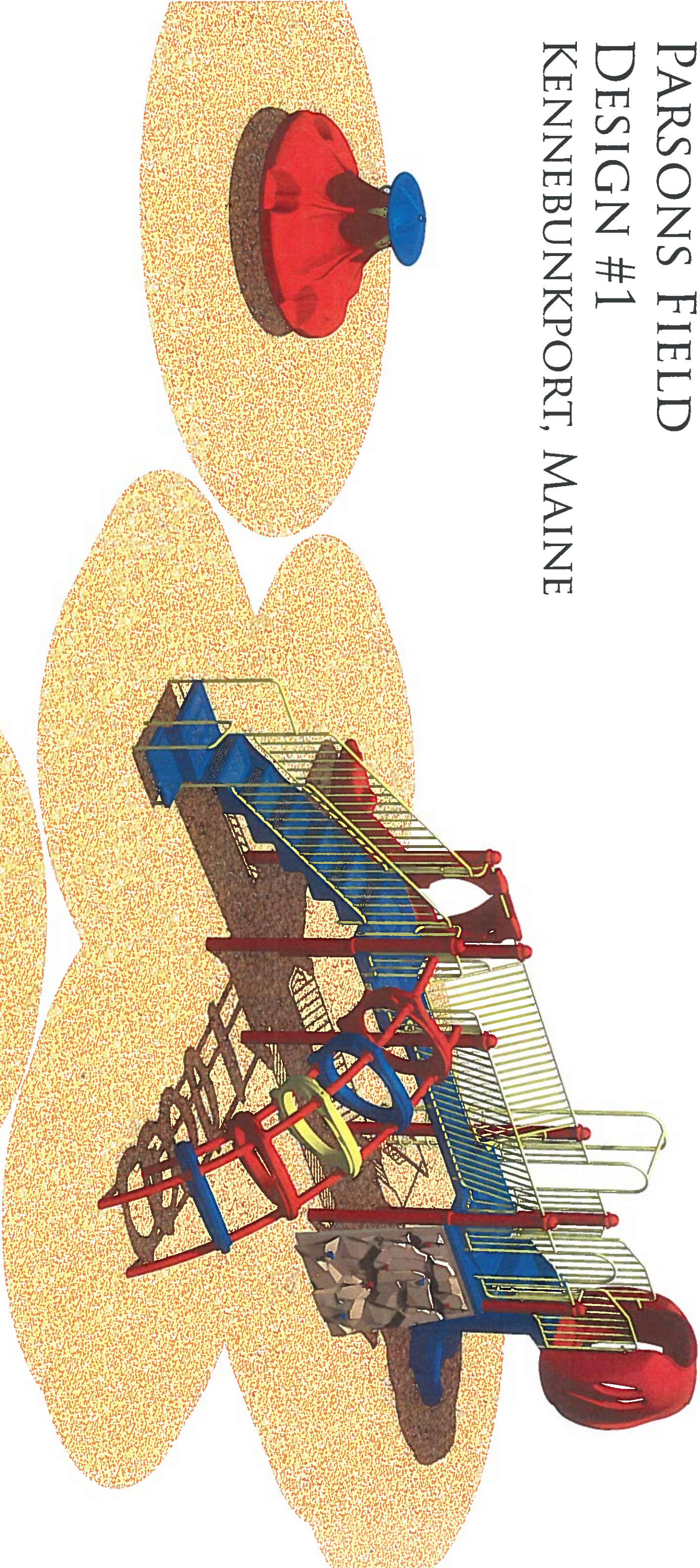
LOWER VILLAGE PARK (\$38,850) - KENNEBUNK ME - BRIAN COSTELLO 207-985-6890

BANGOR GARDENS (\$64,936) - BANGOR, ME - TRACY WILLETTE 207-992-4497

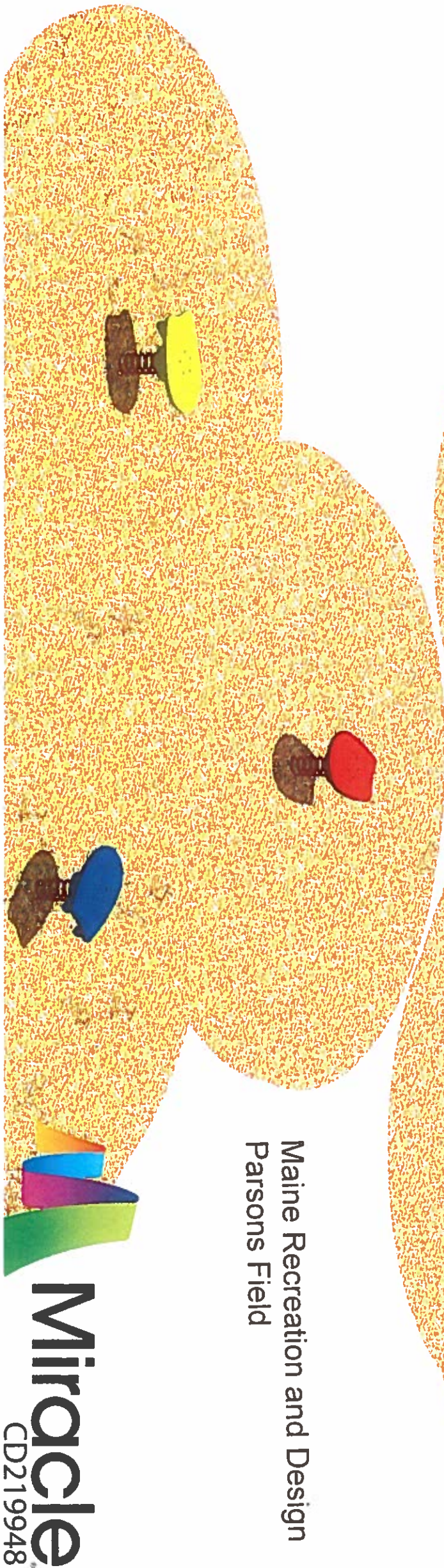
WASHINGTON ST ATHLETIC COMPLEX (\$63,278) - BREWER, ME - KEN HANSCOM 207-989-5199

Required Attachments: 1. Detailed Equipment Manufacturer Specifications with Town Selected Options; 2. Design and layout; 3. Other views of proposed playground

PARSONS FIELD
DESIGN #1
KENNEBUNKPORT, MAINE



Maine Recreation and Design
Parsons Field

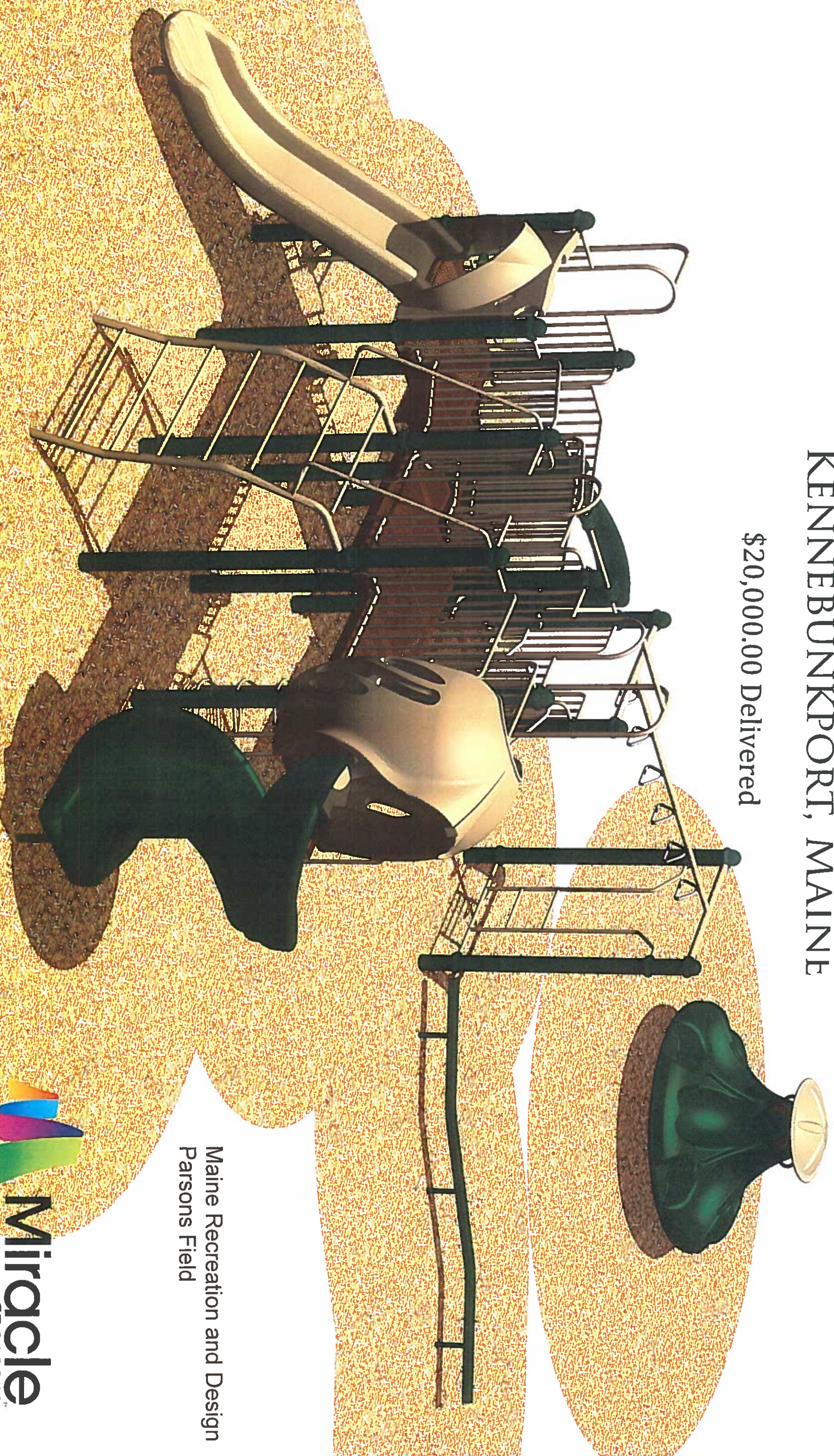


PARSONS FIELD

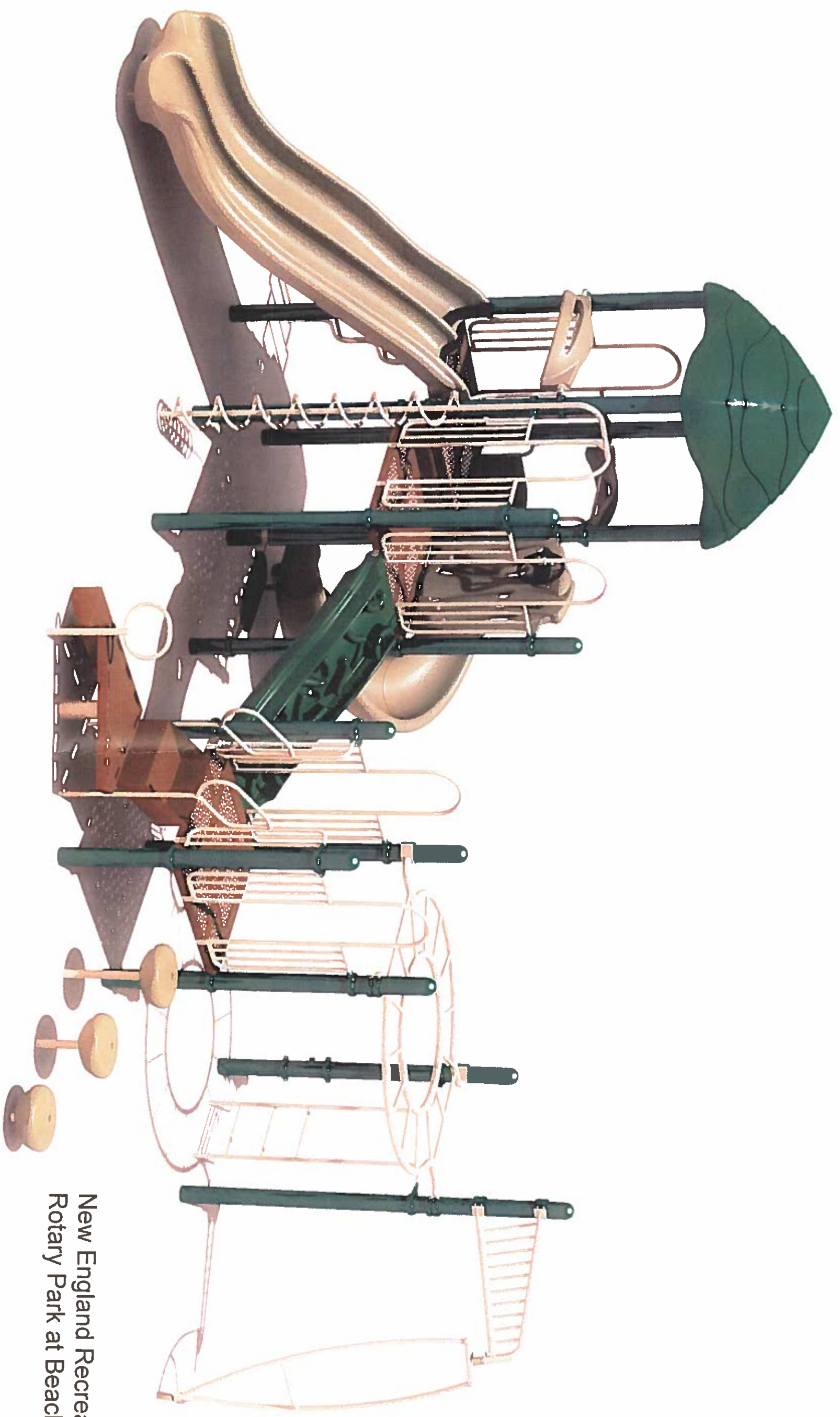
KENNEBUNKPORT, MAINE

\$20,000.00 Delivered

DESIGN #2



Maine Recreation and Design
Parsons Field



New England Recreation Group
Rotary Park at Beachwood



Agenda Item Divider





TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

MAINE'S FINEST RESORT

To: Board of Selectmen/Assessors

From: Donna Moore Hays, CMA, Assessors Agent
Becky R. Nolette, CMA, Assessing & Development Assistant

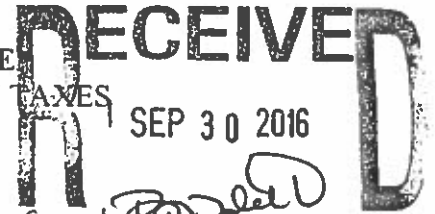
Date: October 19th, 2016

Re: Abatement – Traci Freed & Mark Corbett

We received an abatement application, requesting a reduction in building value due to an incorrect calculation of square footage. We determined an area of the home that should have been classified as finished attic area versus living area. The building value is reduced by \$11,700 for an abatement amount of \$96.88.

It is our recommendation that the abatement be granted. We have included the abatement application and the necessary documents for your signatures.

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



1. NAME OF APPLICANT: Traci Freed & Mark Borbett
2. ADDRESS OF APPLICANT: 2 Woodlawn Ave, Kennebunkport ME
3. TELEPHONE NUMBER: 617-216-0599
4. STREET ADDRESS OF PROPERTY: 2 Woodlawn Ave, Kennebunkport, ME
5. MAP/BLOCK/LOT: 9 / 4 / 22
6. ASSESSED VALUATION:

(a)	LAND:	\$ <u>100,800</u>
(b)	BUILDING:	\$ <u>416,100</u>
(c)	TOTAL:	\$ <u>516,900</u>
7. OWNER'S OPINION OF CURRENT VALUE:

(a)	LAND:	\$ <u>100,800</u>
(b)	BUILDING:	\$ <u>391,800</u>
(c)	TOTAL:	\$ <u>492,600</u>
8. ABATEMENT REQUESTED (VALUATION AMOUNT): 24,300
9. TAX YEAR FOR WHICH ABATEMENT REQUESTED: 2017
10. AMOUNT OF ANY ABATEMENT(S) PREVIOUSLY GRANTED BY THE ASSESSOR FOR THE ASSESSMENT IN QUESTION: /
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.
Incorrect square footage.

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

8/29/16
Date

Traci Freed
Signature of Applicant

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."

Town of Kennebunkport

Number 2016-2

Certificate of Abatement

36 M.R.S.A. § 841

2016

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: October 27th, 2016

Type of Tax: Real Estate

Tax Year: April 1, 2016

Amount Abated: \$96.88

Taxpayer: Traci Freed & Mark Corbett
2 Woodlawn Ave.
Kennebunkport, ME 04046

Location: 2 Woodlawn Ave

MBL: 9/4/22

Reason: Change in Building Value – living area sq.ft. adjusted

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

Date: October 27th, 2016

Stuart Barwise

Patrick A. Briggs

Allen A. Daggett

Board of Assessors/Selectmen

Edward W. Hutchins

Sheila Matthews-Bull



Agenda Item Divider



TOWN OF KENNEBUNKPORT
Street Opening Permit

please
refund the
\$25.00 application
fee.
Date: 10/11/16

PROPERTY INFORMATION

Name of Homeowner: Gene O'Neill
Address: 64 North Street K, port ME 04046
Telephone: 967-4121 Map, Block, Lot: 12, 1, 9
Street to be excavated: North Street
Size of excavation (length and width): 4' x 4'
Reason for excavation: New water Service for their #66 North St. lot
Permit Conditions: If there is, any intrusion into the black top, road should be paved from curb to curb.

CONTRACTOR INFORMATION

Date of excavation: Before the end of the Paving Season this year
Name of Contractor: M. WELCH + Sons, Inc.
Address: 24 Welch Lane Arundel ME 04046
Telephone: 985-7605 467-1084 Fax: 985-7792

BOND & INSURANCE INFORMATION

Performance Bond: ☐ Cash ☐ Check ☐ Money Order ☒ Surety Bond ☐ Other
Bond Amount: \$2000.-
Company that issued the bond (if applicable): Chalmers Insurance Group
Person or entity providing the bond to the Town (contractor, property owner, other): M. Welch + Sons, Inc.
Insurance Company: The Hanover Group
Signature of person completing the application: Mark J. Welch Date: 10/11/16

APPROVED

Highway Superintendent: Mill N. Cl 10/19/16
Selectmen: _____
Selectmen: _____
Selectmen: _____
Date Approved: _____

Selectmen: _____
Selectmen: _____
Selectmen: _____

Application Fee: \$25.00
Date Paid: 10/11/16
Amount Paid: 25.00 paid
☐ Cash ☒ Check ☐ Money Order

*Please attach map or sketch showing the location and size of any cuts to be made; a bond; and proof of insurance.



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

LICENSE OR PERMIT TERM BOND

Bond No. BLPD066286

KNOW ALL MEN BY THESE PRESENTS, that we, M WELCH & SONS INC.

of 24 WELCH LANE ARUNDEL, ME 04046

as Principal, and ☒ The Hanover Insurance Company (A New Hampshire Corporation) and/or ☐ Massachusetts Bay Insurance Company (A New Hampshire Corporation), as Surety, are held and firmly bound unto

Town of Kennebunkport, Maine, as Obligee, in

the penal sum of Two Thousand Dollars (\$2,000.00) Dollars, good and lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS the said Principal has applied to said Obligee for a license or permit for

Street Opening

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall faithfully observe and honestly comply with the provisions of all Laws and Ordinances of said Obligee regulating the business for which license or permit is issued, then this obligation shall be void; otherwise to be and remain in full force and virtue.

LIABILITY UNDER THIS BOND SHALL terminate as of the 12th day of October, 2018 as to any acts subsequent thereto, unless said bond is continued in force from year to year by the issuance of a continuation certificate issued by the Surety. The aggregate liability of the Surety shall in no event exceed the amount of this bond regardless of the number of claims against the bond or the number of years the bond remains in force.

PROVIDED, THE LIABILITY OF THE SURETY may be terminated at any time by filing with the Obligee ten (10) days written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already incurred under this bond, or which shall accrue hereunder before the expiration of the ten day period.

Signed, sealed and dated the 12th day of October, 2016.

M WELCH & SONS INC.

Principal

By: Mark J. Welch

☒ THE HANOVER INSURANCE COMPANY

By: Pamela J. Fuller
Pamela J. Fuller, Attorney-in-Fact

☐ MASSACHUSETTS BAY INSURANCE COMPANY

By: _____
Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Pamela J. Fuller

of Chalmers Insurance Group, York, ME

and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Street Opening

in the amount of: \$2,000.00

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 27th day of April, 2015.



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 27th day of April 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 12th day of October 2016.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2016

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

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

PRODUCER Chalmers Insurance Group - York 286 York Street PO Box 468 York ME 03909		CONTACT NAME: Pamela Fuller PHONE (A/C, No, Ext): (207) 363-3200 FAX (A/C, No): (207) 363-1023 E-MAIL ADDRESS: pfuller@ChalmersInsuranceGroup.com	
INSURED M. Welch & Sons, Inc., Mark J and Darlene J Welch 24 Welch Lane Arundel ME 04046		INSURER(S) AFFORDING COVERAGE INSURER A: Union Insurance Company NAIC # 25844 INSURER B: Acadia Insurance Company 31325 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL166222362 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA5155672	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 GL Expansion endorsement \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS 19 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CAA5155677	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE		CUA5155678	6/1/2016	6/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WCA5155680	6/1/2016	6/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 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)

Mark Welch is excluded under Workers Compensation Insurance.

RE: 66 North Street

CERTIFICATE HOLDER Town of Kennebunkport 6 Elm Street Kennebunkport, ME 04046	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pamela Fuller/PF <i>Pamela J. Fuller</i>
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