

TOWN OF KENNEBUNKPORT, MAINE

- INCORPORATED 1653 -

**Board of Selectmen Agenda
Village Fire Station- 32 North Street
October 25, 2018 - 6:00 PM**

1. Call to Order.
2. Approve the September 27, October 11, October 16, and October 18, 2018, selectmen meeting minutes.
3. Public Forum (This is an opportunity for anyone who wants to address the Board of Selectmen with any issue that is not on the agenda.).
4. Public hearing with the Planning Board to take public comment on the following topics to be voted on by Referendum Ballot at the November 6, 2018, Special Town Meeting:
 - a. Enactment of moratorium ordinance regarding retail medical marijuana caregiver storefronts.
 - b. Amendment to the waterfront ordinance.
 - c. Amendment to the victualer's licensing ordinance.
 - d. Amendment to the wireless telecommunications ordinance and land use ordinance.
5. Authorization of Union Contract for July 1, 2018 – June 30, 2021.
6. Authorization for amendment to the VantageCare Retirement Health Savings (RHS) Adoption Agreement.
7. Authorize the award of the Wastewater Engineering Contract.
8. Appointment of members to Housing Trust Board.
9. Discuss meeting dates for the holidays.

10. Accept \$2,000 donation from St. Ann's Episcopal Church to the Public Health Department general needs account.
11. Other business.
 - a. Request for Proposals for Village Parcel Master Plan
12. Approve the October 25, 2018, Treasurer's Warrant.
13. Adjournment.



Agenda Item Divider



**Board of Selectmen Meeting
Village Fire Station – 32 North Street
September 27, 2018 – 6:00 PM**

Minutes of the Selectmen's Meeting of September 27, 2018

Selectmen Attending: Stuart Barwise, Allen Daggett, Edward W. Hutchins, and Sheila Matthews-Bull

Selectman Absent: Patrick A. Briggs

Others: Michael Claus, Joe Cueter, Werner Gilliam, Alison Kenneway, Marc LaFlamme, Jennifer Lord, Arlene McMurray, Dan Place, David Powell, Craig Sanford, Chris Simeoni, Laurie Smith

1. Call to Order.

Chair Hutchins called the meeting to order at 6 PM.

2. Approve the September 11 (AM meeting), and 13, 2018, selectmen meeting minutes.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the September 11, 2018, morning meeting minutes. **Vote:** 4-0.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the September 13, 2018, morning minutes. **Vote:** 4-0.

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 to adopt the MMA Model Ordinance GA Appendices A to D for the period of October 1, 2018 – September 30, 2019.

Motion by Selectman Barwise, seconded by Selectman Daggett, to open the public hearing to adopt the MMA Model Ordinance GA Appendices A to D for the period of October 1, 2018 – September 30, 2019. **Vote:** 4-0.

Chair Hutchins opened the public hearing at 6:01 PM.

General Assistant Director Alison Kenneway explained the GA Ordinance Maximums.

Chair Hutchins closed the public hearing at 6:04 PM.

Motion by Selectman Matthews-Bull, seconded by Selectman Hutchins, to adopt the MMA Model Ordinance GA Appendices A to D for the period of October 1, 2018 – September 30, 2019. **Vote:** 4-0.

5. Police Presentation of Life Saving Awards and retirement recognition.

Police Chief Craig Sanford presented a Life Saving Award to Chris Simeoni and Marc Laflamme. He said they both saved a life on two separate occasions. He also congratulated Simeoni on his retirement from the Kennebunkport Police Department after 20 years and presented him with a plaque. He was sorry to see him leave the department, but happy he will continue to work for the town in another capacity.

Simeoni thanked everyone and explained that his decision to leave the police force was to have more time to spend with his family.

Chief Sanford also welcomed Dan Place back to the department.

6. Recertify the Wireless Telecommunications Ordinance for the November 6 election.

Town Clerk Tracey O'Roak reported that this Ordinance was required by the Administrative Code to be recertified because some sections were missing when it was initially certified. (See Exhibit A)

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to recertify the Wireless Telecommunications Ordinance for the November 6 election. **Vote:** 4-0.

7. Consider purchase and sale agreement for property located at Tax Map 12, Block 5, Lot 21; Map 12, Block 5, Lot 21A; and Map 12, Block 5, Lot 22.

Motion by Selectman Barwise, seconded by Selectman Daggett, to sign the purchase and sales agreement for property located at Tax Map 12, Block 5, Lot 21; Map 12, Block 5, Lot 21A; and Map 12, Block 5, Lot 22. **Vote:** 4-0.

Chair Hutchins mentioned that the public will have input on what this property will be used for.

8. Authorize the town manager to execute all necessary documents for real estate closing regarding Tax Map 12, Block 5, Lot 21, Map 12, Block 5, Lot 21A; and Map 12, Block 5, Lot 22.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to authorize the town manager to execute all necessary documents for real estate closing regarding Tax Map 12, Block 5, Lot 21, Map 12, Block 5, Lot 21A; and Map 12, Block 5, Lot 22. **Vote:** 4-0.

9. Authorize bond resolution to issue up to \$10,000,000 in Bonds to acquire certain parcels of land.

Motion by Selectman Barwise, I move that the resolution entitled, "Resolution to Authorize Town of Kennebunkport to issue up to \$10,000,000 in Bonds to Acquire Certain Parcels of Land," be adopted in form presented to this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting. Seconded by Selectman Daggett. **Vote:** 4-0. (See Exhibit B).

10. Award bid for bond anticipation note.

Motion by Selectman Barwise, seconded by Selectman Daggett, to award the bid for the bond anticipation note to Norway Savings Bank with the discretion of the Town Manager and Treasurer to determine the term limits. **Vote:** 4-0.

11. Presentation by Joe Cuetera, Financial Advisor of Moors & Cabot regarding bonding options.

Joe Cuetera presented the attached PowerPoint presentation (See Exhibit C).

Motion by Selectman Daggett, seconded by Selectman Barwise, to authorize the Town Manager to hire Joe Cuetera to handle the bond sale. **Vote:** 4-0.

12. Award bid for ¾ ton truck.

Deputy Director of Public Works Chris Simeoni announced he solicited bids from five vendors and received two responses:

Key Ford	\$27,277
Yankee Ford	\$27,973

He recommends awarding the bid to Key Ford. He will purchase the truck with proceeds from the backhoe sale.

Motion by Selectman Barwise, seconded by Selectman Daggett, to award the bid for the ¾ ton truck to Key Ford at a cost of \$27,277. **Vote:** 4-0.

13. Award purchase of fuel pumps for public works facility.

Public Works Director Michael Claus reported that he received two quotes for fuel pumps replacement:

Portland Pump	\$10,353.19
Adam & Fogg Oil Equipment Company	\$11,605.00

Mr. Claus said he does not know of any other dealers in Maine who can service both the pumps and their fueling key system. He recommends awarding the bid to Portland Pump Company.

Motion by Selectman Daggett, seconded by Selectman Barwise, to award the bid for the replacement fuel pumps to Portland Pump Company at a cost of \$10,353.19. **Vote:** 4-0.

14. Set public hearing date for the November 6 election for October 25.

Motion by Selectman Matthews-Bull, seconded by Selectman Daggett, to set the public hearing date for the November 6 election for October 25. **Vote:** 4-0.

15. Other business.

There was no other business.

16. Approve the September 27, 2018, Treasurer's Warrant.

Motion by Selectman Daggett, seconded by Selectman Matthews-Bull, to approve the September 27, 2018, Treasurer's Warrant. **Vote:** 4-0.

17. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Matthews-Bull, to adjourn. **Vote:** 4-0.

The meeting adjourned at 6:50 PM.

Submitted by Arlene McMurray
Administrative Assistant

**RE-CERTIFICATION OF PROPOSED REVISIONS TO
WIRELESS TELECOMMUNICATIONS ORDINANCE AND ORDER**

The municipal officers of the Town of Kennebunkport hereby re-certify to the municipal clerk of the Town of Kennebunkport pursuant to 30-A M.R.S. § 3002 that attached hereto is a true copy of the proposed revisions to the ordinance entitled "Wireless Telecommunications Ordinance" (the "Revised Ordinance"), to be voted on at a town meeting of the Town of Kennebunkport on November 6, 2018 under the article, "Shall an ordinance entitled 'Wireless Telecommunications Ordinance' be revised?"

It was recently brought to our attention that there were five missing sections in the original certified ordinance. Those sections were always intended to be included in the original proposal but were inadvertently omitted. We are re-certifying in order to meet the requirements of the Administrative Code. As further clarification, the new definitions proposed for the Land Use Ordinance will also be included in the Telecommunications Ordinance.

It is further Ordered, pursuant to 30-A M.R.S. § 3002(1) that the municipal clerk shall keep this certified copy as a public record and shall make copies of the Revised Ordinance available for distribution to the voters of the Town of Kennebunkport from the time of this certification. Copies of the Revised Ordinance shall also be attested by the Town Clerk and posted in the same manner as the warrant calling said town meeting and shall be made available to the voters at said town meeting.

Dated: September 27, 2018

A majority of the municipal officers of the
Town of Kennebunkport

A true copy of the proposed revisions to the Ordinance entitled, "Wireless Telecommunications Ordinance" is attached hereto.

Attest: _____
Tracey O'Roak, Town Clerk
Town of Kennebunkport

Wireless Telecommunications Ordinance PROPOSED AMENDMENT

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Section 1. Title

This Ordinance shall be known and cited as the "Wireless Telecommunications Facilities Siting Ordinance" of Kennebunkport, Maine (hereinafter referred to as the "ordinance").

Section 2. Authority

This ordinance is adopted pursuant to the enabling provisions of Article VIII, Part 2, Section 1 of the Maine Constitution; the provisions of Title 30-A M.R.S.A., Section 3001 (Home Rule), and the provisions of the Planning and Land Use Regulation Act, Title 30-A M.R.S.A., Section 4312 et seq.

Section 3. Purpose

The purpose of this ordinance is to provide a process and a set of standards for the construction of wireless telecommunications facilities in order to:

- Implement a municipal policy concerning the provision of wireless telecommunications services, and the siting of their facilities;
- Establish clear guidelines, standards and time frames for the exercise of municipal authority to regulate wireless telecommunications facilities;
- Allow competition in telecommunications service;
- Encourage the provision of advanced telecommunications services to the largest number of businesses, institutions and residents of Kennebunkport;
- Permit and manage reasonable access to the public rights of way of Kennebunkport for telecommunications purposes on a competitively neutral basis;
- Ensure that all telecommunications carriers providing facilities or services within Kennebunkport comply with the ordinances of Kennebunkport;
- Ensure that Kennebunkport can continue to fairly and responsibly protect the public health, safety and welfare;
- Encourage the colocation of wireless telecommunications facilities and alternative technologies, thus helping to minimize adverse visual impacts on the community;
- Enable Kennebunkport to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition and technological development;
- Further the goals and policies of the comprehensive plan, while promoting orderly development of the town with minimal impacts on existing uses; ~~and~~
- Protect the scenic and visual character of the community; and
- Comply with the 2012 Spectrum Act and the Telecommunications Act of 1996 as each is amended.

Section 4. Applicability

This local land use ordinance applies to all construction and expansion of wireless telecommunications facilities, except as provided in section 4.1.

4.1 Exemptions: The following are exempt from the provisions of this ordinance:

- A. **Emergency Wireless Telecommunications Facility.** Wireless communication facilities for emergency communications by public officials or any municipal or quasi-municipal organization currently served by the Town of Kennebunkports Communications Department including, without limitation, the KK&W Water District and colocation by any person or firm, public or private, on any tower owned or operated by the KK&W Water District provided colocation by any private person or firm shall be subject to site plan approval by the Planning Board in addition to other applicable provisions of this ordinance.
- B. **Amateur (ham) radio stations.** Amateur (ham) radio stations licensed by the Federal Communications Commission (FCC).
- C. **Parabolic antenna.** Parabolic Antennas less than seven (7) feet in diameter, that are an accessory use of the property.
- D. **Maintenance or repair.** Maintenance, repair or reconstruction of a wireless telecommunications facility and related equipment, provided that there is no change in the height or any other dimension of the facility.
- E. **Temporary wireless telecommunications facility.** Temporary wireless telecommunications facility, in operation for a maximum period of one hundred eighty (180) days.
- ~~F. **Antennas as Accessory Uses.** An antenna that is an accessory use to a residential dwelling unit.~~

Section 5. Review and Approval Authority

5.1 Approval Required: No person shall construct or expand a wireless telecommunication facility without approval of the Code Enforcement Officer (CEO) or the Planning Board as follows:

- A. **Expansion of an Existing Facility and Colocation.** Approval by the CEO and issuance of a building permit is required for (1) any expansion of an existing wireless telecommunications facility that increases the height of the facility by no more than 20 feet; (2) accessory use of an existing wireless telecommunications facility; or (3) collocation on an existing wireless telecommunications facility or alternative tower structure; or (4) installation of small cell facilities on existing utility poles.
- B. **New Construction.** Approval of the Planning Board and issuance of a building permit is required for construction of all a new wireless telecommunications facilityies; and any expansions or substantial modifications of an existing wireless telecommunications facilityies such as, but not limited to, that

increases in the height of the facility by more than 20 feet or new disturbed area or equipment cabinets outside the area occupied by the existing facility.

5.2 Approval Authority

In accordance with Section 5.1 above, the CEO or Planning Board shall review applications for wireless telecommunications facilities, and make written findings on whether the proposed facility complies with this Ordinance.

Section 6. Approval Process

6.1 Pre-Application Conference: All persons seeking approval of the CEO or the Planning Board under this ordinance shall meet with the CEO no less than thirty (30) days before filing an application. At this meeting, the CEO shall explain to the applicant the ordinance provisions, as well as application forms and submissions that will be required under this ordinance.

6.2 Application: All persons seeking approval of the CEO or the Planning Board under this ordinance shall submit an application as provided below. The CEO shall be responsible for ensuring that notice of the application has been published in a newspaper of general circulation in the community.

A. ***Application for CEO Approval.*** Applications for permit approval by the CEO must include the following materials and information:

1. Documentation of the applicants right, title, or interest in the property where the facility is to be sited, including name and address of the property owner and the applicant.
2. A copy of the FCC license for the facility or a signed statement from the owner or operator of the facility attesting that the facility complies with current FCC regulations.
3. Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
4. Location map and elevation drawings of the proposed facility and any other proposed structures, showing color, and identifying structural materials.
- 4.5. For a proposed small cell facility: (a) name and address of the owner(s) of the utility pole; (b) utility pole number; (c) address of nearest property; and (d) structural analysis, signed by a Maine registered professional engineer, attesting to the ability integrity of the utility pole to support the small cell facility without any impact to the structural integrity of the utility pole or network of poles.
- 5.6. For proposed expansion of an existing facility, a signed statement that commits the owner of the facility, and his or her successors in interest, to:

1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
2. negotiate in good faith for shared use by third parties;
3. allow shared use if an applicant agrees in writing to pay reasonable charges for colocation;
4. require no more than a reasonable charge for shared use, based on community rates and generally accepted accounting principles. This charge may include but is not limited to a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction and maintenance, financing, return on equity, depreciation, and all of the costs of adopting the tower or equipment to accommodate a shared user without causing electromagnetic interference.

B. *Application for Planning Board Approval.* An application for approval by the Planning Board must be submitted to the Code Enforcement Officer. The application must include the following information:

1. Documentation of the applicants right, title, or interest in the property on which the facility is to be sited, including name and address of the property owner and the applicant.
2. A copy of the FCC license for the facility, or a signed statement from the owner or operator of the facility attesting that the facility complies with current FCC regulations.
3. A USGS 7.5 minute topographic map showing the location of all structures and wireless telecommunications facilities above 150 feet in height above ground level, except antennas located on roof tops, within a five (5) mile radius of the proposed facility, unless this information has been previously made available to the Town. This requirement may be met by submitting current information (within thirty days of the date the application is filed) from the FCC Tower Registration Database.
4. A site plan:
 1. prepared and certified by a Maine registered professional engineer ~~registered in Maine~~ indicating the location, type, and height of the proposed facility, antenna capacity, on-site and abutting off-site land uses, means of access, setbacks from property lines, and all applicable American National Standards Institute (ANSI) technical and structural codes;
 2. certification by the applicant that the proposed facility complies with all FCC standards for radio frequency emissions is required; and
 3. a boundary survey for the project performed by a land surveyor licensed by the State of Maine.
5. A scenic assessment, consisting of the following:

1. Elevation drawings of the proposed facility, and any other proposed structures, showing height above ground level;
2. A landscaping plan indicating the proposed placement of the facility on the site; location of existing structures, trees, and other significant site features; the type and location of plants proposed to screen the facility; the method of fencing, the color of the structure, and the proposed lighting method.
3. Photo simulations of the proposed facility taken from perspectives determined by the Planning Board, or their designee, during the pre-application conference. Each photo must be labeled with the line of sight, elevation, and with the date taken imprinted on the photograph. The photos must show the color of the facility and method of screening.
4. A narrative discussing:
 - i. the extent to which the proposed facility would be visible from or within a designated scenic resource,
 - ii. the tree line elevation of vegetation within 100 feet of the facility, and
 - iii. the distance to the proposed facility from the designated scenic resources noted viewpoints.
6. A written description of how the proposed facility fits into the applicants telecommunications network. This submission requirement does not require disclosure of confidential business information.
7. Evidence demonstrating that no existing building, site, or structure can accommodate the applicants proposed facility, the evidence for which may consist of any one or more of the following:
 1. Evidence that no existing facilities are located within the targeted market coverage area as required to meet the applicants engineering requirements,
 2. Evidence that existing facilities do not have sufficient height or cannot be increased in height at a reasonable cost to meet the applicants engineering requirements,
 3. Evidence that existing facilities do not have sufficient structural strength to support applicants proposed antenna and related equipment. Specifically:
 - i. Planned, necessary equipment would exceed the structural capacity of the existing facility, considering the existing and planned use of those facilities, and these existing facilities cannot be reinforced to accommodate the new equipment.
 - ii. The applicants proposed antenna or equipment would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna or equipment on the existing facility would cause interference with the applicants proposed antenna.

- iii. Existing or approved facilities do not have space on which planned equipment can be placed so it can function effectively.
4. For facilities existing prior to the effective date of this ordinance, the fees, costs, or contractual provisions required by the owner in order to share or adapt an existing facility are unreasonable. Costs exceeding the pro rata share of a new facility development are presumed to be unreasonable. This evidence shall also be satisfactory for a tower built after the passage of this ordinance;
5. Evidence that the applicant has made diligent good faith efforts to negotiate colocation on an existing facility, building, or structure, and has been denied access.
8. Identification of districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).
9. A signed statement stating that the owner of the wireless telecommunications facility and his or her successors and assigns agree to :
 1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 2. negotiate in good faith for shared use of the wireless telecommunications facility by third parties;
 3. allow shared use of the wireless telecommunications facility if an applicant agrees in writing to pay reasonable charges for colocation;
 4. require no more than a reasonable charge for shared use, based on community rates and generally accepted accounting principles. This charge may include but is not limited to a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction, financing, return on equity, depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference. The amortization of the above costs by the facility owner shall be accomplished at a reasonable rate, over the useful life span of the facility.
10. A form of surety approved by the Planning Board to pay for the costs of removing the facility if it is abandoned.
11. Evidence that a notice of the application has been published in a local newspaper of general circulation in the community.

6.3 Submission Waiver: The CEO or Planning Board, as appropriate, may waive any of the submission requirements based upon a written request of the applicant submitted at the time of application. A waiver of any submission requirement may be granted only

if the CEO or Planning Board finds in writing that due to special circumstances of the application, the information is not required to determine compliance with the standards of this Ordinance.

6.4 Fees:

- A. **CEO Application Fee.** An application for CEO approval shall include payment of an application fee as determined annually by the Board of Selectmen. of \$250. The application shall not be considered complete until this fee is paid. ~~The applicant is entitled to a refund of the application fee if the application is withdrawn within fifteen (15) days of date of filing, less all expenses incurred by the Town to review the application.~~
- B. **Planning Board Application Fee.** An application for Planning Board approval shall include payment of an application fee as determined annually by the Board of Selectmen. of \$500. The application shall not be considered complete until this fee is paid. ~~An applicant is entitled to a refund of the application portion of fee if the application is withdrawn within fifteen (15) days of date of filing, less all expenses incurred by the Town to review the application.~~
- C. **Planning Board Review Fee.** An applicant for approval by the Planning Board shall pay all reasonable and customary fees incurred by the Town that are necessary to review the application, including, without limitation, independent engineering, planning, legal or similar professional consulting services. Such review fee shall be assessed for the privilege of review and shall be payable without regard to consultation results or the outcome of the application. The review fee shall be paid in full prior to the start of construction. No building permit may be issued until all review fees have been paid in full.

That portion of the review fee not used shall be returned to the applicant within fourteen (14) days a reasonable period time after of the Planning Boards decision, once it has been determined that all associated costs have been paid.-

6.5 Notice of Complete Application: Upon receipt of an application, the CEO shall provide the applicant with a dated receipt. Within five (5) working days of receipt of an application the CEO shall review the application and determine if the application meets the submission requirements. The CEO or Planning Board, as appropriate, shall review any requests for a waiver from the submission requirements and shall act on these requests prior to determining the completeness of the application.

If the application is complete, the CEO shall notify the applicant in writing of this determination and require the applicant to provide a sufficient number of copies of the application to the Planning Board, Code Enforcement Office, Police Department and Fire Department.

If the application is incomplete, the CEO shall notify the applicant in writing, specifying the additional materials or information required to complete the application.

If the application is deemed to be complete, and requires Planning Board review, the CEO shall notify all abutters to the site as shown on the Assessors records, by first-class mail, that an application has been accepted. This notice shall contain a brief description of the proposed activity and the name of the applicant, give the location of a copy of the application available for inspection, and provide the date, time, and place of the Planning Board meeting at which the application will be considered. Failure on the part of any abutter to receive such notice shall not be grounds for delay of any consideration of the application nor denial of the project.

6.6 Public Hearing: For applications for Planning Board approval under Section 5.1(B), a public hearing shall be held within 30 days of the notice of the complete application.

6.7 ~~6.7~~ Approval:

A. CEO Approval. Within thirty (30) days of receiving a complete application for approval under section 5.1(A), the CEO shall approve, approve with conditions, or deny the application in writing, together with the findings on which that decision is based. With the exception of applications for installation of a small cell facility, ~~T~~he CEO shall approve the application if the CEO finds that the application complies with the provisions in Section 7.1 of this ordinance.

For a small cell facility, the CEO shall approve the application if the CEO finds the following:

(a) the small cell facility does not interfere with the safety and convenience of travel over the public right of way; other existing uses of the utility right of way, and shall not interfere with municipal emergency service communication equipment;

B. (b) the small cell facility is not located within fifty (50) feet of a residence or sensitive population (including but not limited to schools, hospitals, nursing facilities etc.) If a small cell facility is proposed to be located within fifty (50) feet of a residence or sensitive population then the approval process outlined in 6.7D Planning Board Approval shall be followed.

(b);

(c) The small cell facility is camouflaged such that it is visually unobtrusive as compared to the preexisting condition of the utility pole or nearby utility poles, including color and scale;

(d) The dimensions of the antenna does not exceed three (3) feet in height or two (e2) feet in width and associated equipment has a maximum square footage of ten (10) square feet and height of two (2) feet;

(e) No part of the small cell facility projects from the utility pole further than four (4) feet from its existing height and two (2) feet from its existing width

C. The small cell facility is proposed by a licensed provided who agrees to comply with all local ordinance, state and federal laws;

A. The entity seeking approval for the small cell facility submits a written commitment to notify the Town within thirty days of cessation of use of the facility and to remove that facility within ninety (90) days of termination of use.

.

The CEO shall notify all abutters of the decision to issue a permit under this section. The time period may be extended upon agreement between the applicant and the CEO.

B.D. Planning Board Approval. Within ninety (90) days of receiving a complete application for approval under section 5.1(~~BA~~) or one hundred fifty (150) days of receiving a complete application for approval under section 5.1(B), the Planning Board shall approve, approve with conditions, or deny the application in writing, together with the findings on which that decision is based. However, if the Planning Board has a waiting list of applications that would prevent the Planning Board from making a decision within the required ~~ninety (90) day time~~ period, then a decision on the application shall be issued within sixty (60) days of the public hearing, if necessary, or within 60 days of the completed Planning Board review. This time period may be extended upon agreement between the applicant and the Planning Board.

6.8 Building Permit Required: No wireless telecommunications facility shall be constructed or expanded without a building permit therefore issued by the CEO.

6.9 Zoning: Notwithstanding any provision in any municipal ordinance to the contrary, small cell facilities and colocated wireless telecommunications facilities or antennas installed on alternative tower structures shall be a permitted use in all zoning districts.

Section 7. Standards of Review

To obtain approval from the CEO or the Planning Board, an application must comply with the standards in this section.

7.1 CEO Approval Standards: An application for approval by the CEO under Section 5.1(A) must meet the following standards.

- A. The proposed facility is an expansion, accessory use, or colocation to a conforming structure legally existing at the time the application is submitted.
- B. The applicant has sufficient right, title, or interest to locate the proposed facility on the existing structure.
- C. The proposed facility increases the height of the existing structure by no more than twenty (20) feet.
- D. The proposed facility will be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable.

- E. The proposed facility, to the greatest degree practicable, shall have no unreasonable adverse impact upon districts, sites, buildings, structures or objects, significant in American history, architecture, archaeology, engineering or culture, that are listed, or eligible for listing, in the National Register of Historic Places (see 16 U.S.C. 470w(5); 36 CFR 60 and 800).

7.2 Planning Board Approval Standards: An application for approval by the Planning Board under Section 5.1(B) must meet the following standards.

- A. **Location.** New wireless telecommunications facilities installed on new towers may be permitted only in the following district as designated in the Kennebunkport Zoning Ordinance: Free Enterprise Zone.
- B. **Siting on Municipal Property.** If an applicant proposes to locate a new wireless telecommunications facility, or expand an existing facility on Town property, the applicant must show the following:
1. The proposed location complies with applicable municipal policies and ordinances.
 2. The proposed facility will not interfere with the intended purpose of the property.
 3. The applicant has adequate liability insurance and a lease agreement with the Town that includes reasonable compensation for the use of the property and other provisions to safeguard the public rights and interests in the property.
- C. **Design for Colocation.** A new wireless telecommunications facility and related equipment must be designated and constructed to accommodate expansion for future colocation of at least three additional wireless telecommunications facilities or providers. However, the Planning Board may waive or modify this standard where the district height limitation effectively prevents future colocation.
- D. **Height.** A new wireless telecommunications facility must be no more than 200 feet in height.
- E. **Setbacks.** A new or expanded wireless telecommunications facility must comply with the set back requirements for the zoning district in which it is located, or be set back one hundred five percent (105%) of its height from all property lines, whichever is greater. The setback may be satisfied by including the areas outside the property boundaries if secured by an easement. The following exemptions apply:
1. The setback may be reduced by the Planning Board upon a showing by the applicant that the facility is designed to collapse in a manner that will not harm other property.
 2. An antenna is exempt from the setback requirement if it extends no more than five (5) feet horizontally from the edge of the structure to which it is attached, and it does not encroach upon an abutting property.

2-3. This setback does not apply to the installation of colocated wireless telecommunication facilities or small cell facilities on alternative tower structures.

- F. **Landscaping.** A new wireless telecommunications facility and related equipment must be screened with plants from view by abutting properties, to the maximum extent practicable. Existing plants and natural land forms on the site shall also be preserved to the maximum extent practicable.
- G. **Fencing.** A new wireless telecommunications facility must be fenced to discourage trespass on the facility and to discourage climbing on any structure by trespassers.
- H. **Lighting.** A new wireless telecommunications facility must be illuminated only as necessary to comply with FAA or other applicable state and federal requirements. However, security lighting may be used as long as it is shielded to be down-directional to retain light within the boundaries of the site, to the maximum extent practicable.
- I. **Color and Materials.** A new wireless telecommunications facility must be constructed with materials and colors that match or blend with the surrounding natural or built environment, to the maximum extent practicable. Unless otherwise required, muted colors, earth tones, and subdued hues shall be used.
- J. **Structural Standards.** A new wireless telecommunications facility must comply with the current Electronic Industries Association/Telecommunications Industries Association (EIA/TIA) 222 Revision Standard entitled "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures."
- K. **Visual Impact.** The proposed wireless telecommunications facility will have no unreasonable adverse impact upon designated scenic resources within the Town, as identified either in the Towns Comprehensive Plan, or by a State or federal agency.
 - 1. In determining the potential unreasonable adverse impact of the proposed facility upon the designated scenic resources, the Planning Board shall consider the following factors:
 - 1. The extent to which the proposed wireless telecommunications facility is visible above tree line, from the viewpoint(s) of the impacted designated scenic resource;
 - 2. The type, number, height, and proximity of existing structures and features, and background features within the same line of sight as the proposed facility;
 - 3. The extent to which the proposed wireless telecommunications facility would be visible from the viewpoint(s);
 - 4. The amount of vegetative screening;
 - 5. The distance of the proposed facility from the viewpoint and the ~~facilitys~~ facility's location within the designated scenic resource; and
 - 6. The presence of reasonable alternatives that allow the facility to function consistently with its purpose.

- L. **Noise.** During construction, repair, or replacement, operation of a back-up power generator at any time during a power failure, and testing of a back-up generator between 8 a.m. and 9 p.m. is exempt from existing municipal noise standards.
- M. **Historic & Archaeological Properties.** The proposed facility, to the greatest degree practicable, will have no unreasonable adverse impact upon a historic district, site or structure which is currently listed on or eligible for listing on the National Register of Historic Places.

7.3 Standard Conditions of Approval: The following standard conditions of approval shall be a part of any approval or conditional approval issued by the CEO or Planning Board. Where necessary to ensure that an approved project meets the criteria of this ordinance, the Planning Board can impose additional conditions of approval. Reference to the conditions of approval shall be clearly noted on the final approved site plan, and shall include:

1. The owner of the wireless telecommunications facility and his or her successors and assigns agree to:
 1. respond in a timely, comprehensive manner to a request for information from a potential colocation applicant, in exchange for a reasonable fee not in excess of the actual cost of preparing a response;
 2. negotiate in good faith for shared use of the wireless telecommunications facility by third parties;
 3. allow shared use of the wireless telecommunications facility if an applicant agrees in writing to pay reasonable charges for colocation;
 4. require no more than a reasonable charge for shared use of the wireless telecommunications facility, based on community rates and generally accepted accounting principles. This charge may include, but is not limited to, a pro rata share of the cost of site selection, planning project administration, land costs, site design, construction and maintenance, financing, return on equity, depreciation, and all of the costs of adapting the tower or equipment to accommodate a shared user without causing electromagnetic interference. The amortization of the above costs by the facility owner shall be accomplished at a reasonable rate, over the life span of the useful life of the wireless telecommunications facility.
2. Upon request by the Town, the applicant shall certify compliance with all applicable FCC radio frequency emissions regulations.

Section 8. Amendment to an Approved Application

Any changes to an approved application must be approved by the CEO or the Planning Board, in accordance with Section 5.

Section 9. Abandonment

A wireless telecommunications facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned. The CEO shall notify the owner of an abandoned facility in writing and order the removal of the facility within ninety (90) days of receipt of the written notice. The owner of the facility shall have thirty (30) days from the receipt of the notice to demonstrate to the CEO that the facility has not been abandoned.

If the Owner fails to show that the facility is in active operation, the owner shall have sixty (60) days to remove the facility. If the facility is not removed within this time period, the Town may remove the facility at the owner's expense. The owner of the facility shall pay all site reclamation costs deemed necessary and reasonable to return the site to its pre-construction condition, including the removal of roads, and reestablishment of vegetation.

If a surety has been given to the Town for removal of the facility, the owner of the facility may apply to the Planning Board for release of the surety when the facility and related equipment are removed to the satisfaction of the Planning Board.

Section 10. Appeals

Any person aggrieved by a decision of the CEO or the Planning Board under this ordinance may appeal the decision to the Board of Appeals as an administrative appeal under the Zoning Ordinance. Written notice of an appeal must be filed with the Board of Appeals within thirty (30) days of the decision. The notice of appeal shall clearly state the reasons for the appeal.

Section 11. Administration and Enforcement

The CEO, as appointed through either the Zoning Ordinance or by the Board of Selectmen or Town or City Council, shall enforce this ordinance. If the CEO finds that any provision of this ordinance has been violated, the CEO shall notify in writing the person responsible for such violation, indicating the nature of the violation, and ordering the action necessary to correct it. The CEO shall order correction of the violation and may take any other legal action to ensure compliance with this ordinance.

The Board of Selectmen, or its authorized agent, is authorized to enter into administrative consent agreements for the purpose of eliminating violations of this ordinance and recovering fines without court action. Such agreements shall not allow a violation of this ordinance to continue unless: (a) there is clear and convincing evidence that the violation occurred as a direct result of erroneous advice given by an authorized municipal official upon which the applicant reasonably relied to its detriment; (b) there is no evidence that the owner acted in bad faith; and (c) the removal of the violation will result in a threat to public health and safety or substantial environmental damage.

Section 12. Penalties

Any person who owns or controls any building or property that violates this ordinance shall be fined in accordance with Title 30-A M.R.S.A. Section 4452. Each day such violation continues after notification by the CEO shall constitute a separate offense.

Section 13. Conflict and Severability

13.1 Conflicts with other Ordinances

Whenever a provision of this ordinance conflicts with or is inconsistent with another provision of this ordinance or of any other ordinance, regulation, or statute, the more restrictive provision shall apply.

13.2 Severability

The invalidity of any part of this ordinance shall not invalidate any other part of this ordinance.

Section 14. Definitions

The terms used in this ordinance shall have the following meanings:

"Alternative Tower Structure" Clock towers, bell steeples, light poles, water towers, electrical transmission line towers, smokestacks, existing buildings, and similar mounting structures that camouflage, or conceal the presence of an Antenna(s).

~~"Antenna" means any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of radio or electromagnetic frequency signals.~~

"Antenna/Antenna Array" A system of one or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals. These include, but are not limited to, omnidirectional antennas (whips or rods), directional antennas (panels) and parabolic antennas (dish or disc).

"Antenna Height" means the vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure, even if said highest point is an antenna. Measurement of tower height shall include antenna, base pad, and other appurtenances and shall be measured from the finished grade of the facility site. If the support structure is on a sloped grade, then the average between the highest and lowest grades shall be used in calculating the antenna height.

"Colocation" means the use of a wireless telecommunications facility by more than one wireless telecommunications provider.

"Expansion" means the addition of antennas, towers, or other devices to an existing structure.

"FAA" means the Federal Aviation Administration, or its lawful successor.

"FCC" means the Federal Communications Commission, or its lawful successor.

“Height” means the vertical measurement from a point on the ground at the mean finish grade adjoining the foundation as calculated by averaging the highest and lowest finished grade around the building or structure, to the highest point of the building or structure. The highest point shall exclude farm building components, flagpoles, chimneys, ventilators, skylights, domes, water towers, bell towers, church spires, processing towers, tanks, bulkheads, or other building accessory features usually erected at a height greater than the main roofs of buildings.

“Historic or Archaeological Resources” means resources that are:

1. Listed individually in the National Register of Historic Places or eligible for listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs approved by the Secretary of the Interior;
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by Secretary of the Interior through the Maine Historic Preservation Commission; or
5. Areas identified by a governmental agency such as the Maine Historic Preservation Commission as having significant value as an historic or archaeological resource and any areas identified in the Town's Comprehensive Plan, which have been listed or are eligible to be listed on the National Register of Historic Places.

“Historic District” means a geographically definable area possessing a significant concentration, linkage or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development and identified in the Town's Comprehensive Plan, which is listed or is eligible to be listed on the National Register of Historic Places. Such historic districts may also comprise individual elements separated geographically, but linked by association or history.

“Historic Landmark” means any improvement, building or structure of particular historic or architectural significance to the Town relating to its heritage, cultural, social, economic or political history, or which exemplifies historic personages or important events in local, state or national history identified in the Town’s Comprehensive Plan, which have been listed or are eligible to be listed on the National Register of Historic Places.

“Line of Sight” means the direct view of the object from the designated scenic resource.

“Parabolic Antenna” (also known as a satellite dish antenna) means an antenna which is bowl-shaped, designed for the reception and or transmission of radio frequency communication signals in a specific directional pattern.

“Principal Use” means the use other than one which is wholly incidental or accessory to another use on the same premises.

“Public Recreational Facility” means a regionally or locally significant facility, as defined and identified either by State statute or in the Town’s Comprehensive Plan, designed to serve the recreational needs of Kennebunkport property owners.

“Designated Scenic Resource” means that specific location, view, or corridor, as identified as a scenic resource in the Town’s Comprehensive Plan or by a State or federal agency, that consists of:

1. a three dimensional area extending out from a particular viewpoint on a public way or within a public recreational area, focusing on a single object, such as a mountain, resulting in a narrow corridor, or a group of objects, such as a downtown skyline or mountain range, resulting in a panoramic view corridor; or
2. lateral terrain features such as valley sides or woodland as observed to either side of the observer, constraining the view into a narrow or particular field, as seen from a viewpoint on a public way or within a public recreational area.

“Small Cell Facility” An antenna, radio, power source and meter, disconnect switch, fiber optic cable, and supporting equipment, if any, installed on a utility pole owned by a regulated public utility and installed within the public right of way.

“Targeted Market Coverage Area” means the area which is targeted to be served by this proposed telecommunications facility.

“Unreasonable Adverse Impact” means that the proposed project would produce an end result which is:

1. excessively out-of-character with the designated scenic resources affected, including existing buildings, structures and features within the designated scenic resource, and
2. would significantly diminish the scenic value of the designated scenic resource.

“Viewpoint” means that location which is identified either in the Town's Comprehensive Plan or by a federal or State agency, and which serves as the basis for the location and determination of a particular designated scenic resource.

~~**“Wireless Telecommunications Facility” or “Facility”** means any structure, antenna, tower, or other device which provides radio/television transmission, commercial mobile wireless services, unlicensed wireless services, cellular phone services, specialized mobile radio communications (SMR), common carrier wireless exchange phone services, specialized mobile radio communications (SMR), common carrier wireless exchange access services, and personal communications services (PCS) or pager services.~~

“Wireless Telecommunications Facility” A facility that transmits, receives, distributes, provides or offers telecommunications services, radio or television signals, or any other spectrum-based transmissions/receptions, together, with the facility's associated antennas, microwave dishes, horns, cables, wires, conduits, ducts, lightning rods,

electronics and other types of equipment for the transmission, receipt, distribution or offering of such signals; wireless communication towers, antenna support structures, and other structures supporting said equipment and any attachments to those structures including guy wires and anchors, equipment buildings, generators, parking areas, utility services, driveways and roads and other accessory features.

"Wireless Telecommunications Facility—Colocated" A Wireless Telecommunications Facility that is installed on an Alternative Tower Structure instead of a new tower structure.

Section 15. Effective Date

Notwithstanding any other provision of law to the contrary, this ordinance shall become effective immediately upon passage but shall be retroactive to any application not pending within the meaning of 1 M.R.S.A. Section 302 as of August 26, 1999.

ADDITIONAL AMENDMENTS TO LAND USE ORDINANCE

Amend Article 2, Section 2.2 – Definitions as follows:

Alternative Tower Structure: Clock towers, bell steeples, light poles, water towers, electrical transmission line towers, smokestacks, existing buildings, and similar mounting structures that camouflage, or conceal the presence of an Antenna(s).

Antenna/Antenna Array: A system of one or more rods, panels, discs or similar devices used for the transmission or reception of radio frequency signals. These include, but are not limited to, omnidirectional antennas (whips or rods), directional antennas (panels) and parabolic antennas (dish or disc).

Small Cell Facility: An antenna, radio, power source and meter, disconnect switch, fiber optic cable, and supporting equipment, if any, installed on a utility pole owned by a regulated public utility and installed within the public right of way.

Wireless Telecommunications Facility: A facility that transmits, receives, distributes, provides or offers telecommunications services, radio or television signals, or any other spectrum-based transmissions/receptions, together, with the facility's associated antennas, microwave dishes, horns,

cables, wires, conduits, ducts, lightning rods, electronics and other types of equipment for the transmission, receipt, distribution or offering of such signals; wireless communication towers, antenna support structures, and other structures supporting said equipment and any attachments to those structures including guy wires and anchors, equipment buildings, generators, parking areas, utility services, driveways and roads and other accessory features.

Wireless Telecommunications Facility—Colocated: A Wireless Telecommunications Facility that is installed on an Alternative Tower Structure instead of a new tower structure.

September 27, 2018

Motion: I move that the resolution entitled, "Resolution to Authorize Town of Kennebunkport to Issue up to \$10,000,000 in Bonds to Acquire Certain Parcels of Land," be adopted in form presented to this meeting and that an attested copy of said Resolution be filed with the minutes of this meeting.

RESOLUTION TO AUTHORIZE TOWN OF KENNEBUNKPORT TO ISSUE UP TO \$10,000,000 IN BONDS TO ACQUIRE CERTAIN PARCELS OF LAND

Whereas, at a Special Town Meeting duly called and held on September 19, 2018, the voters of the Town of Kennebunkport (the "Town") authorized the Board of Selectmen to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$10,000,000 to pay costs to acquire parcels of land comprising 85+/- acres and identified on the Kennebunkport Tax Maps at Map 12, Block 5, Lot 21 and Map 12, Block 5, Lot 21A, and Map 12, Block 5, Lot 22; (the "Project");

Now therefore, the Board of Selectmen hereby resolves as follows:

1. That pursuant to Special Town Meeting approval recited above and section 5772 of Title 30-A of the Maine Revised Statutes, the Treasurer of the Town is authorized to arrange for the issuance and sale of general obligation bonds and notes in anticipation thereof in an aggregate principal amount not to exceed \$10,000,000.00 (the "Bonds"), which Bonds are for the purpose of financing costs of the Project, and to determine the date(s), maturity(ies), denomination(s), interest rate(s), place(s) of payment, call(s) for redemption with or without premium, form(s), and other details of the Bonds not inconsistent herewith, including execution and delivery of the Bonds against payment therefor, as she may approve;
2. That the Bonds shall be signed by the Treasurer, countersigned by a majority of the Board of Selectmen, and attested by the Town Clerk under the official seal of the Town, if applicable, and otherwise be in such form and contain such terms and provisions not inconsistent herewith, as they shall approve, their approval to be conclusively evidenced by their execution thereof, and that any signature thereon may be by facsimile to the extent permitted by law;
3. That the Bonds be issued in the name of the Town and in registered form transferable only on the registration books of the Town, which registration books may be kept by the Town or its transfer agent, upon surrender thereof with a written instrument of transfer, duly executed by the registered owner or his/her attorney duly authorized in writing;
4. That in lieu of physical certificates of any of the Bonds, the Treasurer is authorized to undertake all acts necessary to provide for the issuance and transfer of such Bonds in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the preceding paragraph above regarding physical transfer, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in the

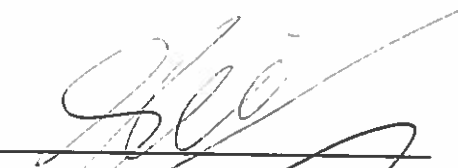
Treasurer's opinion, appropriate in order to qualify the Bonds for and participate in the Depository Trust Company Book-Entry Only System;

5. That the Treasurer, majority of the Board of Selectmen, and Clerk are authorized from time to time to execute such Bonds as may be required to provide for exchanges or transfers of Bonds authorized hereunder;
6. That the Treasurer and Town Manager, acting singly, are authorized to arrange for the sale of the Bonds at public or private sale to such parties, including the Maine Municipal Bond Bank, as the Treasurer or Town Manager determines to be in the Town's interest, to execute and deliver loan agreements and other contracts for that purpose, and to hire such financial advisors, underwriters, registrars, paying agents, transfer agents, and other consultants, if any, as the Treasurer or Town Manager deems necessary to assist with the sale of the Bonds, all on such terms not inconsistent with this Resolution as the Treasurer or Town Manager shall approve;
7. That the Treasurer is authorized to prepare, or cause to be prepared, a Preliminary Official Statement and an Official Statement for use in the offering and sale of any of the Bonds herein authorized, any such Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of a financial advisor and/or bond counsel, and that the use and distribution of any such Preliminary Official Statement and Official Statement in the name and on behalf of the Town in connection with offering the Bonds for sale is approved;
8. That the Treasurer is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other actions that may be necessary to ensure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met;
9. That the Bonds will not be designated as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code")
10. That no part of the proceeds of the Bonds, as applicable, shall be used, directly or indirectly, to acquire any securities and obligations, the acquisition of which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code;
11. That the Chair and the Treasurer, acting singly, are authorized, as applicable, to covenant on behalf of the Town to file any information report and pay any rebate due to the United States in connection with the issuance of the Bonds, to take all other lawful actions necessary to ensure the interest on the bonds will be excludable from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause interest on the Bonds to become includable in the gross income of the owners thereof;

12. That the Treasurer, Chair, Town Manager, and other proper officials of the Town are authorized and empowered in its name and on its behalf to execute and deliver on behalf of the Town such other documents and certificates as may be required in connection with the issuance and sale of the Bonds; do or cause to be done all such acts and things, not inconsistent herewith, as may be necessary or desirable in order to effect the issuance, sale and delivery of the Bonds and the accomplishment of the Project herein authorized;
13. That the Treasurer in consultation with Bond Counsel is authorized to implement written procedures with respect to the Bonds for the purpose of: (i) ensuring timely "remedial action" for any portion of the Bonds that may become "non-qualified bonds," as those terms are defined in the Code and regulations thereunder; and (ii) monitoring the Town's compliance following the issuance of the Bonds with the arbitrage, yield restriction and rebate requirements of the Code and regulations thereunder;
14. That if the Treasurer, Selectmen, or Clerk for any reason be unavailable to, as applicable, approve, execute, or attest the Bonds or any related financing documents, the person or persons then acting in any such capacity, whether as assistant, deputy, or otherwise, be authorized to act for such unavailable official with the same force and effect as if such official had himself/herself performed such act;
15. That if any of the officers or officials of the Town who have signed, attested, or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed, attested, and sealed shall have been actually authenticated or delivered by the Town, such Bonds nevertheless may be authenticated, delivered, and issued with the same force and effect as though the person or persons who signed, attested, or sealed the Bonds had not ceased to be such officer or official; and also, any such Bonds may be signed, attested, or sealed on behalf of the Town by those persons who, at the actual date of execution of the Bonds, shall be the proper officers or officials of the Town, although at the nominal date of the Bonds any such person shall not have been such officer or official; and
16. That the Town Clerk file an attested copy of this Resolution with the minutes of this meeting.

Dated September 27, 2018


Shuh Matthews-Bull


Alth [Signature]

A majority of the Board of Selectmen

A true copy, attest:


Clerk, Town of Kennebunkport



MOORS & CABOT
INVESTMENTS



Financing Considerations...

MOORS & CABOT, INC.

Established 1890

Banking & Advisory Group

One Federal Street

Boston, Massachusetts 02110

Member FINRA, NYSE and SIPC

September 27, 2018

(11)

EXHIBIT C 9-27-2018

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MOORS & CABOT

INVESTMENTS

Joseph P. Cuetara is a Senior Vice President with Moors & Cabot's Capital Markets Division. His responsibilities include management of fixed-income sales, trading and underwriting. Furthermore, he has established the *Banking and Advisory Group* that provides consultative and advisory services to local municipalities for debt management, fiscal advice and access to debt markets through bond issues. Mr. Cuetara has been involved with the origination, sale and distribution of fixed-income securities for over 30 years. He started his career at the Federal Reserve Bank of Boston followed by the management of various bond departments in Boston, including Blyth Eastman Dillon and Moseley Halgarten Estabrook & Weeden. He served as the National Sales Manager at the former Manufacturers Hanover Trust Company in New York City and as the head of Public Finance at Fleet Securities, in Portland, Maine and in Boston. Mr. Cuetara joined Moors & Cabot in 1998.

Mr. Cuetara received a Bachelor of Arts Degree in Economics from the University of Maine (Orono) in 1971 and attended the Graduate School at Clark University (Worcester, Massachusetts) as a Doctoral Candidate in Economics. He is registered with the Financial Industry Regulatory Authority as a General Securities Principal and Registered Representative (FINRA Series 7, 24, 63) and is registered with the Municipal Securities Rulemaking Board as a Municipal Advisor, Municipal Principal and Registered Representative (MSRB Series 50, 52, 53).

Moors & Cabot, Inc. ("Moors & Cabot") is a brokerage firm established in 1890. Its corporate headquarters are located at One Federal Street in Boston, Massachusetts. The firm is a 125+ years old, privately held, Massachusetts corporation and member of the New York Stock Exchange.

In January 1998, Moors & Cabot made a strategic decision to significantly expand its fixed-income activities by enlisting Joseph P. Cuetara to serve as a Senior Vice President & Manager in its Capital Markets Division. Mr. Cuetara enjoys over 45 years of securities market experience, of which the last 31 years have been focused on financial advisory. His responsibilities include management of all fixed-income sales, trading and underwriting. Through his creation of its *Banking & Advisory Group*, Moors & Cabot provides consultative and advisory services to local municipal entities for debt management, fiscal advice and access to the debt markets. The firm is now recognized as the "preeminent distributor" of Maine local tax-exempt obligations and the "point of inquiry" for local Maine municipal debt.

Our focus is to serve local municipal and quasi-municipal entities in the State of Maine. Our commitment is to provide local municipal entities with comprehensive advisory services to suit its unique needs. We develop a market strategy that optimizes *when* the debt should be sold. Considerations as to the technical as well as the fundamental aspects of the market become instrumental in developing these strategies. In summary, *we structure the financing and its timing to the issuer's benefit.*

Moors & Cabot has participated in fixed-income activities since its inception. Our continued existence demonstrates that Moors & Cabot has made a successful capital commitment to *the securities business ... as our only business.* Our familiarity and experience with local Maine financings *continues the tradition*, committed to providing continued market access to Maine communities.



MOORS & CABOT INVESTMENTS

Town asks voters for \$10M to buy property away from developer before subdivision is built

KENNEBUNKPORT, Maine — The Board of Selectmen is asking residents to approve \$10 million dollars in a last ditch attempt to buy an 85-acre parcel of land across from the Village Fire Station and secure it for the town, before the current owner moves forward with a planned multi-phased subdivision.

The land, off North Street, was purchased in January of 2006 from the Frink family by CDMK, LLC, a Massachusetts based development group, and approved that same year for a phased subdivision of 80 dwelling units — one dozen in a multiplex building, and the rest of the units in duplexes. The town had the opportunity to purchase the land then, but passed on it, something several members of the Board of Selectmen said was a mistake during Tuesday night's joint meeting with the town Budget Board.



Kennebunkport selectman Pat Briggs, left, and Town Manager Laurie Smith look over a housing project proposal in this 2016 York County Coast Star file photo. The selectmen are now asking voters to approve \$10 million in funding in an attempt to purchase 85 acres of property across from the Village Fire Station from a development group before it can build a subdivision there.

A special town meeting has been scheduled for 6 p.m. next Wednesday, Sept. 19 at the Village Fire Station on North Street. The full warrant article can be read on the town's website at www.kennebunkportme.gov.

The development project, named Olde Port Village, has hit numerous snags over the past 12 years, including last year when a mortgage foreclosure on the property loomed and the town asked voters to approve up to \$5 million to bid at a foreclosure auction. Foreclosure was avoided by developer Thomas Macone, and the auction never happened. Macone said last fall that he intended to continue with the permitting and site work.

Town Manager Laurie Smith told the selectmen and Budget Board members Tuesday that a number of people came to her last fall and expressed interest in the town owning the property if it ever became available again.

Smith met with Macone a few weeks ago to review the bonding requirements, which need to be met before the final stage of development begins. She asked him about the opportunity for the town to purchase the property, and Macone said his intent is to move forward with the project, which would begin construction on the condominiums shortly.

"My sense is he's very close to where he needs to be, and we would be seeing bulldozers and heavy equipment in there soon," Town Planner Werner Gilliam told both boards Tuesday.

Smith said the town did extensive research to determine what would be a fair market price to purchase the 85-acre parcel, knowing that other private developers could be making the same move to purchase it from CDMK.

"We are a public entity, so we have to do everything out in the open. This is the town's last opportunity to partake in a buying opportunity," Smith said.

Selectman Stuart Barwise said Tuesday that the town has done its homework on the price. While \$10 million dollars is a hefty price tag, Barwise noted that the location of the property, with access to downtown, and to all of the municipal infrastructure, is a rarity in Kennebunkport.

Selectman Pat Briggs said that it was a key opportunity for the townspeople to control what goes into such a central hub of a location. Briggs said voters supported the \$5 million last fall because if the town owns the property it will prevent someone from developing the parcel in a way that would not be in the best interest of the town.



MOORS & CABOT

INVESTMENTS

at its current location. There are a number of possibilities that would benefit our town, and this is our last shot at this," he said.

Barwise said he was strongly in favor of the town trying to purchase the property.

"I think this is a historic opportunity that we would be crazy not to give careful attention to. There aren't many places in Kennebunkport that have access to infrastructure and resources like this one does. It is truly unique. From the moment we passed on it 12 years ago to today we have had people tell us we missed an opportunity. They (CDMK) haven't offered it for sale, but we want to make a run at it, and hopefully we will be successful. We have a chance to correct what many view as an oversight of the past. I'm coming out strongly in favor of doing this," Barwise said.

Comments from both the select and budget boards were universally in favor of putting the question before voters next week.

Budget Board member Kai Leffler said she was very much in favor of approving the \$10 million, noting that opportunities like this are very rare.

Smith said if townspeople support this next week, it would authorize her to move forward with an offer to CDMK. If successful, the \$10 million would be bonded over a 20-year period.

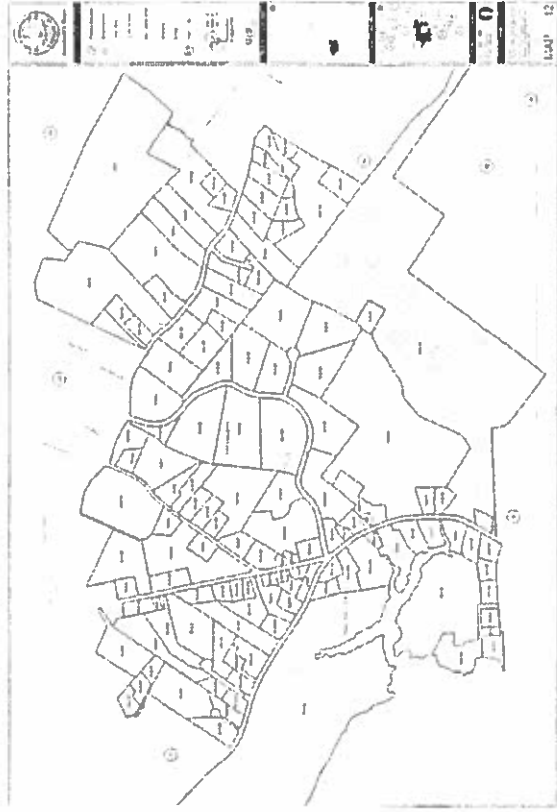
"That would be about \$700,000 a year which figures out to about 36 cents on the tax rate. It's about \$36 a year per \$100,000 in valuation," Smith said. "So if you have a \$400,000 house in Kennebunkport it would equate to \$144 a year — or \$12 a month."

As for the questions around plans for the property, Smith said her simple answer is, there is no plan.

"The property is valuable because of its size and location. People are concerned about development pressures, and housing needs, this could be an opportunity to plan something that integrates well and sets us in a new direction for the future," she said.

"This would be one of the best investments the town could make," Selectman Allen Daggett said.

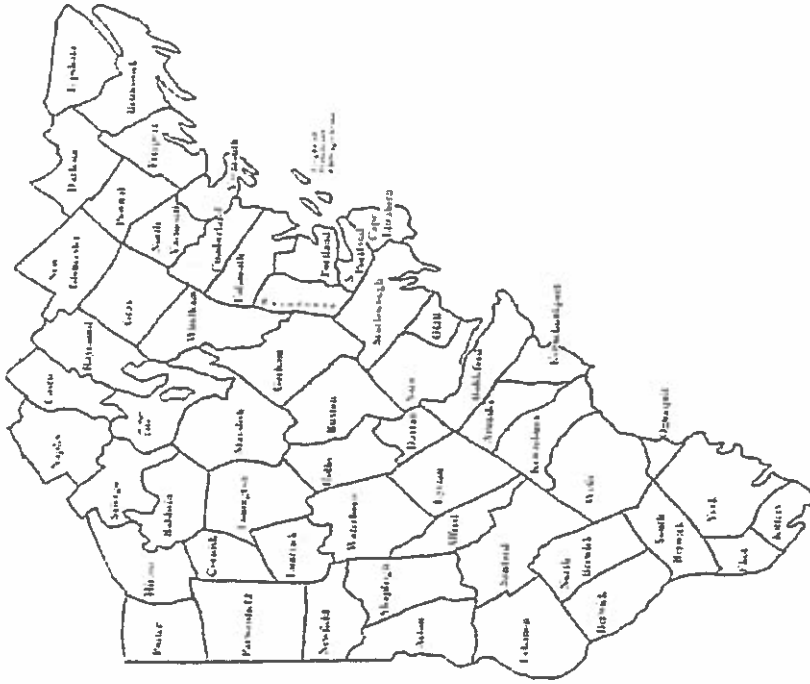
Residents can vote on the measure during the special town meeting next Wednesday, Sept. 19 at 6 p.m. at the Village Fire Station on North Street





MOORS & CABOT INVESTMENTS

Moors & Cabot Southern Maine Clients



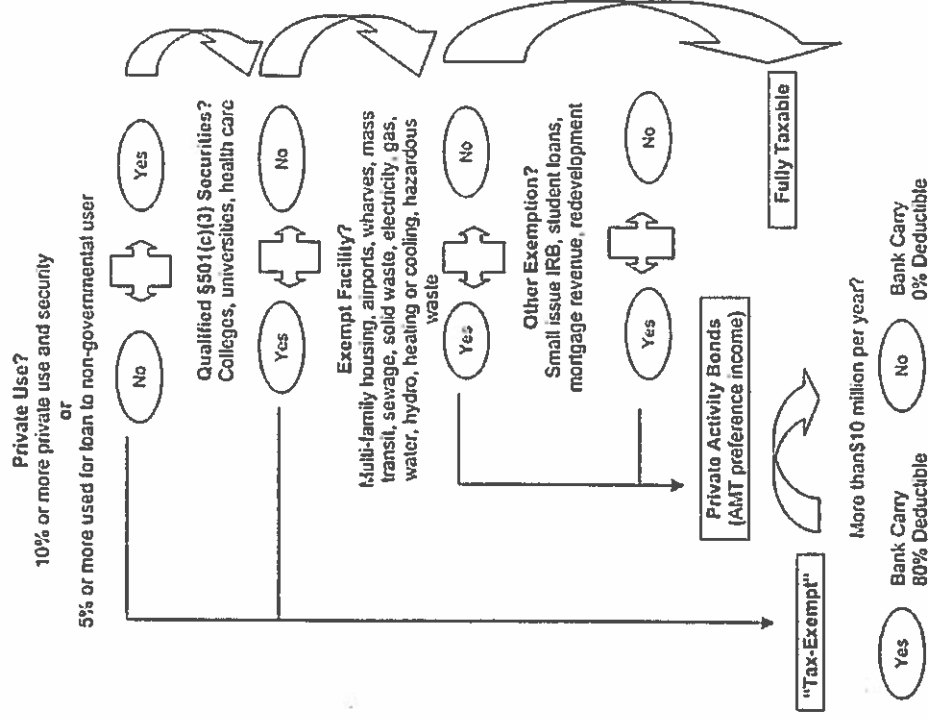


Maine Revised Statutes, Title 30- A, Section 5772 (Municipalities)

A municipality may issue general obligation securities for funding or refunding all or part of its debt and for any purpose for which it may raise money.

- (1)(B) The period of anticipatory borrowing under this subsection shall not exceed 3 years and the time within which these securities are to become due shall not be extended by anticipatory borrowing (1) The time fixed in the vote authorizing their issue; or (2) If no term is specified in that vote, beyond the term permitted by law.
- (3) Securities may be in serial form payable in annual installments, which need not be equal, the total amount of which shall extinguish the entire issue at maturity. The first such installment must be payable within 5 years and the last such installment must be payable within 30 years after the date the securities are issued.
- (5) Term securities may be issued for a period not to exceed 10 years.
- (6) Securities may be issued which are subject to call for redemption with or without premium at the election of the municipality before the date fixed for final payment of the securities, provided: (A.) Specific authority to issue callable securities is contained in the vote authorizing their issue; and (B.) The securities when issued contain provisions setting forth: (1) The method by which the option to call may be exercised; (2) The procedure for payment in the event of call; and (3) The legal effect of making the call.

Tax Code – Private Use



Versus the Bond Bank

Maine Municipal Bond Bank



(-) Market Rates higher up to 75 bps penalty; (-) fund neg arb in DSRF; (-) imbedded C of I

GENERAL RESOLUTION PROGRAM

For municipalities, schools districts, water districts, sewer districts and other local governments requesting loan financing through the General Resolution program. Under this tax-exempt bond financing program, the proposed debt will be paid from a General Resolution pledge of the municipality or municipalities. Click here to learn more about the approval and financing process of this program.

A Case in Point ...

Maine Municipal Bond Bank sold its 2017B General Resolution Bonds on April 26, 2017 (rated Aa2.AA+). The most recent comparable public sale that we originated was for Aa3.AA City of Bath, on April 11. For comparison the following shows a \$10,000,000 financing at the Bath Net Interest Rate (on the left) compared to MMBB's Net Interest Rate that it charges the members of the 2017B Series pool. The 2.64% at the Bath rates compare to 3.29% for MMBB's pool members, or 64 basis points. A \$10 million, 20-year (and for our financings callable in 10 years with no penalty) shows a difference of approximately \$700,000.



MOORS & CABOT INVESTMENTS

Bath, Maine - April 11, 2017 Sale
2017 General Obligation Bonds
Bath Scale - Modified Structure

Savings Report					AMBI	
					2017/10	2017/10
Date	Principal	Output	Interest	Total	Cash	Save
4/15/17						
4/15/17			114,462.43		243,496.67	14,943.33
5/1/17			122,072.50			
5/1/17	\$50,000.00	2,441,450	122,072.50	216,215.13	719,170.58	21,428.43
5/1/17			125,468.88			
5/1/17	\$50,000.00	2,441,450	125,468.88	744,314.13	712,470.80	26,135.68
5/1/17			128,065.25			
5/1/17	\$50,000.00	2,441,450	128,065.25	771,326.88	764,145.00	31,816.13
5/1/17			130,661.63			
5/1/17	\$50,000.00	2,441,450	130,661.63	797,319.63	756,326.80	36,600.38
5/1/17			133,258.00			
5/1/17	\$50,000.00	2,441,450	133,258.00	824,712.38	747,195.50	42,482.63
5/1/17			135,854.38			
5/1/17	\$50,000.00	2,441,450	135,854.38	851,555.13	737,545.00	44,513.68
5/1/17			138,450.75			
5/1/17	\$50,000.00	2,441,450	138,450.75	879,297.88	726,070.00	47,772.13
5/1/17			141,047.13			
5/1/17	\$50,000.00	2,441,450	141,047.13	907,040.63	714,220.00	49,139.36
5/1/17			143,643.50			
5/1/17	\$50,000.00	2,441,450	143,643.50	934,784.13	702,450.00	48,762.63
5/1/17			146,239.88			
5/1/17	\$50,000.00	2,441,450	146,239.88	962,524.63	680,445.00	49,700.38
5/1/17			148,836.25			
5/1/17	\$50,000.00	2,441,450	148,836.25	990,265.13	674,207.50	48,734.63
5/1/17			151,432.63			
5/1/17	\$50,000.00	2,441,450	151,432.63	1,018,007.68	656,697.50	46,415.00
5/1/17			154,029.00			
5/1/17	\$50,000.00	2,441,450	154,029.00	1,045,756.63	641,760.00	42,712.63
5/1/17			156,625.38			
5/1/17	\$50,000.00	2,441,450	156,625.38	1,073,401.63	623,767.50	37,932.38
5/1/17			159,221.75			
5/1/17	\$50,000.00	2,441,450	159,221.75	1,101,123.38	605,122.50	32,602.63
5/1/17			161,818.13			
5/1/17	\$50,000.00	2,441,450	161,818.13	1,128,845.13	586,490.00	27,273.38
5/1/17			164,414.50			
5/1/17	\$50,000.00	2,441,450	164,414.50	1,156,566.63	567,940.00	21,716.63
5/1/17			167,010.88			
5/1/17	\$50,000.00	2,441,450	167,010.88	1,184,288.13	544,890.00	15,672.68
5/1/17			169,607.25			
5/1/17	\$50,000.00	2,441,450	169,607.25	1,212,009.63	525,225.00	9,611.13
5/1/17			172,203.63			
5/1/17	\$50,000.00	2,441,450	172,203.63	1,239,731.13	509,775.00	3,171.38
5/1/17			174,799.00			
5/1/17	\$50,000.00	2,441,450	174,799.00	1,267,452.63	491,597.50	7.38
5/1/17			177,395.38			
5/1/17	\$50,000.00	2,441,450	177,395.38	1,295,174.13	473,207.50	7.38

Used 5/25/17 with Delivery of 5/25/17

Bath Scale

Average Coupon 109,131.333

Average Life 10,333.333

M I C 2,441,450

Using 106,300,000

Weighted Bond Years 109,131.333

Weighted Average Life 10,333.333

Weighted M I C 2,441,450

T I C 2,441,450

Net Present Value Savings at: 3.4144 Equiva 557,345.75 or 5.52354 of Par of the Current in

Moors & Cabot, Boston, Massachusetts

Micro-Mini Debt Date: 06-21-2017 # 10:05:23 Filename: BATH May: 2013/12/06

2.614250%
NIC

3.290221%
NIC



Scope of Services

Our proposed services encompass coordination of and assistance with all facets of structuring, originating, marketing, sale and closing of the issue. These services include our responsibility to:

- ✓ Structure the issue;
- ✓ Determine sale timing;
- ✓ Prepare the Preliminary and final Official Statement;
- ✓ Conduct due diligence meetings in preparation of sale;
- ✓ Arrange for the timely production and delivery of the financing documents to all parties including prospective bidders, KISI, *The Bond Buyer* and Bloomberg;
- ✓ Adequately advertise the sale;
- ✓ Secure CUSIP numbers for the issue in a timely manner;
- ✓ Act as liaison and coordinate sale activities with pertinent state agencies, credit rating agencies, Bond Counsel, paying agent and others associated with the sale;
- ✓ Coordinate bid opening and/or pricing, verify pricing and notification of sale results and details;
- ✓ Work with Bond Counsel to assure timely availability of bonds at settlement;
- ✓ Coordinate closing with purchaser;
- ✓ Arrange for certification of the issue and delivery of the bonds for pre-closing;
- ✓ Prepare the calculation and assist in the preparation of the IRS Form 8038-G;
- ✓ Forward a sufficient supply of final Official Statements to the purchaser; and
- ✓ Submit the Official Statement and MSRB Form G-36(OS) to the NRMISIRs.

Sealed Bid Sales

In preparing for the sale of bonds, the issuer must decide which mode of sale is likely to result in the lowest costs for its debt and to achieve other important policy objectives¹. This decision is based on the characteristics of the issuer, market conditions, and the type of the financing that is being contemplated. Sealed bid sales enjoy benefits achieved through competition, such as being able to justify that the bonds were sold at the lowest interest cost given the prevailing market conditions or demonstrating to the public that the public access to bonds was conducted fairly.



MOORS & CABOT INVESTMENTS

In preparing for the sale of bonds, the issuer must decide which mode is likely to result in the lowest costs for its debt and to achieve other important policy objectives. This decision is based on:

- The characteristics of the issuer,
- Market conditions, and
- The type of the financing that is being contemplated.

It is important to note that an issue is not likely to meet all of the conditions that favor one mode of sale over the other. A primary objective in selecting the mode of sale is to choose the one that will generate the most interest for the issuers' bonds among underwriters and, more importantly, investors.

Sealed bid sales enjoy benefits achieved through competition, such as being able to justify that the bonds were sold at the lowest interest cost given the prevailing market conditions or demonstrating to the public that the public access to bonds was conducted fairly; which must be weighed against reduced opportunities to generate prior investor interest in the securities.

Conversely, issuers contemplating a negotiated sale know that they have greater flexibility in structuring their financing, determining their offering date or in developing a marketing plan to attract investors; yet, they also risk that the price negotiated for the bonds may be lower than would have been obtained in a sealed bid offering.

Regardless of the mode of sale that is chosen, the issuer needs to look for opportunities to achieve the most flexibility, the greatest competition, and the most knowledge in order to obtain the lowest overall cost of financing its debt. The table on the other side displays a summary of conditions favoring either mode of sale.

It is arguable that a sealed bid sale forces the issuer to become hostage to the market as the time and sale date must be established well in advance. Thus, a penalty rate may be assigned to the issue if the inflexibility of this process forces the issuer into a temporarily weak market. However, the shrewd selection of an experienced Municipal Advisor mitigates this infrequent occurrence as the experienced advisor is qualified to project the forward calendar with a measurable level of certainty.

The Maine Municipal Bond Bank, established in 1972, has served local Maine communities well by pooling debt into a common plan of financing. This allowed the enjoyment of economies of scale vis-à-vis costs of issuance; as well as permitting lower quality credits more attractive rates. The give-up, however, was that the local credits' "name" in the market lost familiarity. Interestingly, the Bond Bank uses the negotiated sale mode.

In the last few years more and more issuers have recognized the merits in access to debt financing via an "individual sale". Since 1990 over 60 local municipal entities in Maine have sought this financing alternative. However, due to the unseasoned nature of local Maine names in the market, many issued through a negotiated sale.

Times have now changed ... for the better! Due to a greater application of ratings to "individual sale" issuers; and the greater frequency of issuance of a variety of local Maine names, many local issuers may now easily enjoy access to the market via the sealed bid mode. Thus, local municipalities may again borrow long-term debt at competitive rates, on their time frame, while satisfying the concern of its taxpayers that they are receiving the lowest interest rate for their debt. *Convenience and value!*



COMPETITIVE vs. NEGOTIATED SALES: Summary of Conditions Favoring Each Method of Sale		
DEBT STRUCTURE	CONDITIONS FAVORING A COMPETITIVE SALE	CONDITIONS FAVORING A NEGOTIATED SALE
Pledged Revenues	General Obligation or Strong System Revenue	Project Supported Revenues
Security Structure (for Revenue Bonds)	Conventional Resolut on and Cash Flow, Rate Covenant and Coverage	Unusual or Weak Covenants; Subordinated Debt
Debt Instrument	Traditional Serial and Term, Full Coupon Bonds	Use of Innovative Structuring, Derivative Products, Structure to Attract Particular Investors (e.g., Discount Bonds), etc.
CREDIT QUALITY		
Rating	'A' or better	Below Single 'A'
Outlook	Stable	Weak but Improving, or Under Stress
ISSUER CHARACTERISTICS		
Type of Organization	Broad-Based General Purpose Borrower	Special Purpose, Independent Authority
Frequency of Issuance	Regular Borrower in Public Market	New or Infrequent Issuer
Market Awareness	Active Secondary Market with Broad Investor Base	Little or No Institutional Awareness of Issuer, Historical Antipathy
Investor Comfort	Well-Known, Stable Issuer	Issuer Experiencing Significant Financial, Legal or Other Problems
MARKET CONDITIONS		
Interest Rates	Stable, Predictable Market	Volatile or Declining Market
Supply and Demand	Strong Investor Demand, Good Liquidity, Light Forward Calendar	Oversold Market, Heavy Supply
POLICY CONSIDERATIONS		
Participation in Sale of Bonds	Broad Market Participation Desired for Sale of Bonds	Desire to Direct Business to DBE or Local/Regional Firms
Stimulation of Investor Interest	Broad Market Participation Desired for Purchase of Bonds	Desire to Direct Business to Local/Regional Investors

Source: *A Practitioner's Guide to Effective Debt Management: Competitive v. Negotiated* (1994). Government Finance Officers Association, Chicago, Illinois



MOORS & CABOT INVESTMENTS

INFORMATION REQUIREMENTS TOWN OF KENNEBUNKPORT, MAINE

We will require the following information prior to starting the Financing Process:

Financial:

- ☐ One (1) set of the FY 2017, 2016, 2015, 2014, 2013 Audit
- ☐ One (1) set of the FY 2018 Audit (when available)
- ☐ One (1) set of the FY 2018 and 2098 Budget
- ☐ One (1) current Capital Improvement Plan (if any)
- ☐ Amortization schedules of all prior debt, showing annual principal payments and each year's interest rate.

Legal:

- ☐ One (1) copy of the Town's Charter (if any)
- ☐ One (1) copy of each Order that provided authorization for the project(s) to be financed
- ☐ One (1) copy of ballot(s) that the voters of the Town approved for each project, if required (and vote count, if available)
- ☐ A brief (one paragraph; or forward voter info materials, if available) summary description of the project(s) and project costs to be financed
- ☐ A list, by project, of the years that each project is to be amortized, and in which year that the first principal payment should occur

Any files on websites or available electronically will be greatly appreciated.

Driving the Process.

We typically provide our standard form of Chronology for each financing. This will identify all of the aspects of the financing process and provide the issuer with comfort that the financing(s) are proceeding on schedule. We find this to be a convenient tool in that it enables us to: (i) plan out respective schedules well in advance; (ii) provide the issue with a total overview of the process; and (iii) allow us to continually monitor the process, thus keeping on schedule throughout the financing.

In addition to the Chronology, we prepare a Distribution List of all parties who will be involved in the financing. This allows everyone to: (i) know who the responsible parties are; (ii) prevent inadvertently forgetting parties who should be informed; and (iii) have the correct addresses, telephone and facsimile numbers of all parties, for all parties. The entire Distribution receives notification of the proposed sale and a copy of the Chronology at the outset of the financing. As the financing process matures, all salient parties are notified as prescribed by the Chronology. Thus, all parties receive the respective instructions, requests and financing documents including Official Statements, in a timely manner.

MOORS & CABOT

INVESTMENTS

DISTRIBUTION LIST

TOWN OF HARPSWELL, MAINE

2018 GENERAL OBLIGATION BONDS

Tax ID#01-6000193; Base CUSIP: 413589

ISSUER
Marguerite Kelly, Treasurer
Town of Harpswell
263 Mountain Road
PO Box 39
Harpswell, ME 04079-0039
mkelly@town.harpswell.me.us

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(207) 833-0058 (F)

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(207) 772-3627 (FAX)

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victor.medeiros@spglobal.com

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(212) 438-6573 (FAX)

DTC

Underwriting Department - Eligibility
The Depository Trust Company
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Jersey City, NJ 07310

(212) 855-3720
(212) 855-3726 (FAX)

F.I.S.T. #: 9968

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(212) 504-9249 (FAX)

David Moore
dmoore@roosevelt-cross.com

(212) 504-9262

April 2018							March 2018							February 2018							January 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
20	21	22	23	24	25	26	27	28	29	30	31																

Chronology Relating to the Sale of Town of Harpswell, Maine 2018 General Obligation Bonds

DATE	ACTION
Mar 11, 2017	Town Meeting Approval
Nov 1	Start Project
Nov 30	Board of Selectmen approve Bond Resolution
Jan 15, 2018	MLK Day (Market Closed)
Jan 16	Notify Bond Counsel, Paying Agent, Rating Agencies, CUSIP and First draft of POS distributed.
Feb 15	Second draft of POS & NOS distributed.
Feb 23	<i>Due diligence (at Town Hall)</i>
Mar 2	Receive Bond Opinion.
Mar 3	Final draft of POS
Mar 5	POS and info to Rating Agencies
Mar 5	POS & NOS to printer.
Mar 9	Electronic posting of POS & NOS to rating agency and bidders.
Mar 13	Presidents' Day (Market Closed)
Mar 13	Moody's Rating Call
Mar 13	S&P Rating Call
Mar 13	Assignment of ratings.
Mar 20	Sale.
Mar 20	Award (11:10 AM-ish)
Mar 20	Notify Bond Counsel, Paying Agent, CUSIP and DTC
Mar 20	Draft of IRS Form 6038-G.
Mar 28	Town executes Bonds and Closing Documents; deliver to Bond Co
Apr 2	FA receives and forwards Bonds and Opinion to Paying Agent.
Apr 3	DTC releases; Settlement repurchase; Bond Proceeds placed in Repay BFN.
May 30	



DECLARATION OF OFFICIAL INTENT

The Internal Revenue Service promulgated its final reimbursement regulations, effective March 2, 1992, with respect to expenses previously advanced from sources other than tax-exempt securities (e.g., reserves) whereby the borrower may wish to ultimately use tax-exempt bond proceeds to reimburse itself. One of the requirements is that the borrower make a "Declaration of Official Intent".

A Declaration of Official Intent is imperative for a governmental unit to the extent it intends to expend any monies prior to financing a project. Although certain "preliminary expenditures" are allowed under Treasury Regulation 1.103-18 without previously declaring official intent, any other monies expended prior to the date of the declaration are not eligible for tax-exempt financing.

The Declaration of Official Intent is an extremely straightforward process. Declaring official intent does not bind the government to go ahead with a financing, nor does it authorize the unit, or any of its officers, to proceed with the financing. It simply establishes the governmental entity's intent to reimburse itself for monies expended in pursuit of a project with proceeds of tax-exempt bonds.

Tax Aspects of Governmental Debt Issuance

DEEMED QUALIFIED AND DESIGNATED

The Tax Reform Act of 1986, as amended, (i) eliminated the ability of bank portfolios to enjoy tax-exempt status from the purchase of certain municipal new issues (i.e., from "large issuers") and (ii) limited the ability of bank portfolios to enjoy only 80% of the tax-exemption of all other municipal issues (i.e., from "small issuers"). This is encompassed in the Internal Revenue Code of 1986, as amended (the "Code"), Section 265(B).

Q&D

In summary, the Code states that subject to an exception for the obligations of issuers of a limited amount of tax-exempt obligations for a calendar year (i.e., currently \$10 million), the Code denies a deduction for that portion of the interest expense of a financial institution that is allocable to interest received on bonds. To the extent that the municipal issuer issues an amount not greater than \$10 million in "new money" each calendar year, its bonds may be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), a deduction is allowed for 80% of that portion of such financial institutions' interest expense allocable to interest on bonds. The market may provide up to a 20 basis point (a basis point being .01%, the difference between 5.00% and 5.20% is 20 basis points) lower interest rate for an issue deemed qualified and designated ("Q&D").

Pooled Financings

While constituent issues that comprise a "pooled" financing, such as through a Bond Bank, may severally be small issuers the Code looks to the conduit, not the underlying municipal entities, as the issuer. Therefore, pooled issues do not typically enjoy Q&D status in that they historically borrow more than \$10 million in a calendar year. Thus, the potential for savings as a Q&D issue via a pooled financing is not typically available.

Summary

An issuer may structure and time their issues to allow Q&D status for projects, even though the actual project may exceed the \$10 million threshold. This is done with the issuance of Bond Anticipation Notes ("BANs") and/or separate bond issues which time the proposed issues appropriately to (i) comply with the Code, yet (ii) provide sufficient requisite proceeds through the project's phases.



ARBITRAGE/REBATE

The following intends to be a brief summary of some of the more significant provisions of the Internal Revenue Code of 1986, as amended, as they relate to the requirement that certain profits from the investment of bond proceeds be rebated to the United States government, pursuant to Section 148 of the Code.

Arbitrage Defined

True arbitrage is the selling of a security in one market and simultaneously buying a substantially equivalent security in another, for the purpose of making a profit on the price difference. This is most often done to take advantage of inefficiencies between two markets and, as such, may have a stigma because a profit results without added value being created.

As applied to municipal finance, however, arbitrage refers to selling securities (i.e., borrowing money) at tax-exempt rates and then investing unexpended proceeds at higher taxable rates. This generally results in a net profit for the amount invested which partially offsets the interest expense on the overall borrowing.

Arbitrage Abused

A few municipal issuers took serious advantage of the arbitrage opportunity. Further, the U.S. Treasury argued that municipal issuers in general had shown a tendency to maximize arbitrage profits. Therefore, the Treasury felt compelled to restrict the earnings on a municipal issue which seemed to be beyond monies raised for actual municipal purposes. The Treasury set regulations in 1989, as amended, which required certain profits from the investment of bond proceeds to be rebated to the Treasury.

The Code allows certain exceptions to rebate [26 CFR 1.148 of the Code]

Rebate Exceptions:

(1) "Small Issuer" Exception. To the extent that a municipal issuer who has general taxing powers reasonably expects to issue not more than \$5 million in principal amount of debt for governmental purposes in a calendar year, no rebate need be calculated or paid; or

(2) "Additional School Small Issuer" Exception. The above \$5 million may be increased by the lesser of: \$15 million (additional \$10 million) or so much as the aggregate face amount of bonds, attributable to financing the construction of public school facilities.

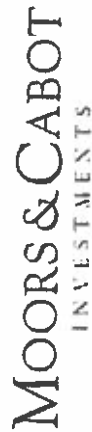
(3) "Six Month Expenditure" Exception. Any municipal issuer who expends the entire proceeds of a debt issue within six months of the issuance date will not suffer a rebate calculation or payments; or

(4) "Eighteen Month Expenditure" Exception. If the rebate requirement is met for all amounts not included in this exception, and all gross proceeds of this issue qualify for the initial temporary period under Section 1.148-2(e)(2) of the Treasury Regulations, no rebate will be owed if the proceeds are spent at least according to the following schedule:

%	Time
(i) 10%	within six months
(ii) 60	within 12 months
(iii) 100	within 18 months

(5) "Construction Bonds" or "Twenty-four Month Construction" Exception. If the proceeds of an issue are used to finance construction of property owned by a governmental unit no rebate will be owed if the proceeds are spent at least according to the following schedule:

Time	%
(i) 10%	within six months
(ii) 45	within 12 months
(iii) 75	within 18 months
(iv) 100	within two years



Sizing

Market Timing

WILDLAND HIGH SCHOOL PROJECT - PLAN OF FINANCING

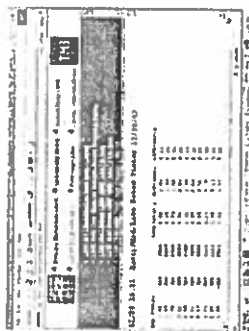
Sale Date	Comments	Amount	Sub-Total by Prod	Purpose	Exception	Rate	Exceptions	Bank Qualified & Designated
						Small Issuer	Advt School	
10-Oct-01	State Board Concept Approval							
8-Nov-01	District Referendum							
13-Feb-02	State Board Final Funding Approval							
21-Aug-03	2002 Bonds (add 06295-07) (due 09/15/03)	5,000,000 2,810,000 2,190,000	SI Qual SI Qual Local Sch	2002 Small Issuer 2002 Advt Sch Sm Issuer 2002 Advt Sch Sm Issuer		5,000,000 2,810,000 2,190,000	0 0 0	5,000,000 2,810,000 2,190,000
	Total 2002	10,000,000				5,000,000	5,000,000	10,000,000
18-Dec-02	2003 Bonds (add 01027-04) (due 06/30/03)	5,000,000 2,810,000 4,295,500	SI Qual SI Qual SI Qual	Refug (2002 Small Issuer) Refug (2002 Advt Sch Sm Issuer) New Mary - 6 Month Exception		5,000,000 2,810,000 2,195,000	0 0 0	0 2,810,000 2,195,000
		2,190,000	Local Sch	Refug (2002 Advt Sch Sm Issuer)		0	0	0
		1,204,500	Local Sch	New Mary - 6 Month Exception		0	0	0
		1,000,000	Refug	New Mary - 6 Month Exception		0	0	0
		16,500,000				5,000,000	5,000,000	> \$10,000,000
15-Apr-03	Bonds (add 06310-13) (due 11/15/04 to 11/01/14)	5,000,000 2,810,000 4,295,500	SI Qual SI Qual SI Qual	Refug (2002 Sch Sm Issuer) Refug (2002 Advt Sch Sm Issuer) Refug (6 Month Exception)		Refug Refug Refug	Refug Refug Refug	0 0 0
		13,501,000	SI Qual	New Mary (6 Month Exception)		0	0	0
		2,190,000	Local Sch	Refug (2002 Advt Sch Sm Issuer)		Refug	Refug	0
		1,204,500	Local Sch	Refug (6 Month Exception)		Refug	Refug	0
		1,796,000	Refug	New Mary (6 Month Exception)		Refug	Refug	0
		1,000,000	Refug	New Mary (6 Month Exception)		Refug	Refug	0
		2,000,000	Refug	New Mary (6 Month Exception)		Refug	Refug	0
	The Bonds	45,781,000						

NOTE: Consolidated Refundings and New Money exceed \$10,000,000 for 2003 Ball's Bonds

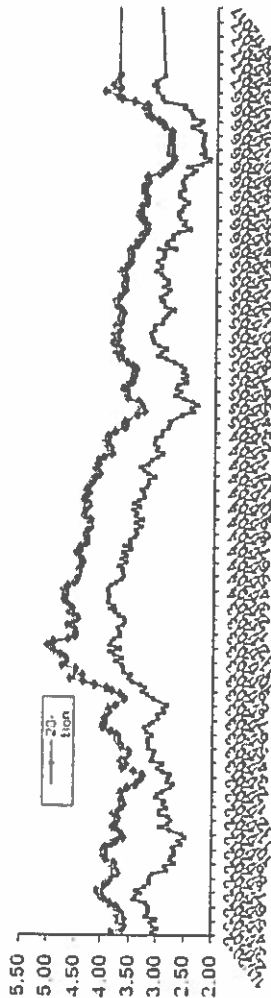


MOORS & CABOT INVESTMENTS

Tech Resources



Market Trend



MARKET TRENDS, SECTOR PERFORMANCE, INTERNATIONAL

Sector Performance			
Sector	Index	Change	Range
AAA	1,100	+1.10	1,098 - 1,101
AA	1,000	+1.00	999 - 1,001
A	900	+0.90	899 - 901
BBB	800	+0.80	799 - 801
BBB-	700	+0.70	699 - 701
BBB-	600	+0.60	599 - 601
BBB-	500	+0.50	499 - 501
BBB-	400	+0.40	399 - 401
BBB-	300	+0.30	299 - 301
BBB-	200	+0.20	199 - 201
BBB-	100	+0.10	99 - 101
BBB-	0	+0.00	-0.01 - 0.01

Market Performance			
Market	Index	Change	Range
AAA	1,100	+1.10	1,098 - 1,101
AA	1,000	+1.00	999 - 1,001
A	900	+0.90	899 - 901
BBB	800	+0.80	799 - 801
BBB-	700	+0.70	699 - 701
BBB-	600	+0.60	599 - 601
BBB-	500	+0.50	499 - 501
BBB-	400	+0.40	399 - 401
BBB-	300	+0.30	299 - 301
BBB-	200	+0.20	199 - 201
BBB-	100	+0.10	99 - 101
BBB-	0	+0.00	-0.01 - 0.01



Industry Standard Definitions of NIC and TIC

"NET INTEREST COST (or "NIC") is a common method of computing the interest expense to the issuer of issuing bonds, which usually serves as the basis of award in a competitive sale. NIC takes into account any premium and discount paid on the issue. NIC represents the dollar amount of coupon interest payable over the life of a serial issue, without taking into account the time value of money (as would be done in other calculation methods, such as the "true interest cost" method). While the term "net interest cost" actually refers to the dollar amount of the issuer's interest cost, it is also used to refer to the overall rate of interest to be paid by the issuer over the life of the bonds. The formula for calculating the NIC rate is:

$$\frac{\text{Total Coupon Interest Payments} + \text{Discount (or} - \text{Premium)}}{\text{Bond Years}}$$

TRUE INTEREST COST (or "TIC") is also known as "Canadian Interest Cost". Under this method of computing the borrowing issuer's cost, interest cost is defined as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue securities. TIC computations produce a figure slightly different from the net interest cost (NIC) method since TIC considers the time value of money while NIC does not."

Source: *Glossary of Municipal Securities Terms*, Municipal Securities Rulemaking Board, 1985.

The TIC bid discourages early year's high coupon or later year's deep discount bidding, and is most compatible with compliance with the issuer's concern with present value. Furthermore, this is currently the most commonly used method for bidding on bond issues.

The time value of money, or "Present Value" undertake computations that are used to determine whether or not a particular investment with a specified future cash flow is a good investment. This is based upon the premise that one dollar paid today is worth more than a dollar paid in future years. Present Value includes evaluating any borrowing where money is paid today over the future stream of such borrowing, to demonstrate the projected future expense. As such, an analysis assigns an implicit time value on money by measuring the effect of foregoing the return from potential future investment of money. In summary, the Absolute Savings are the actual numbers of dollars paid over the life of the issue. Present Value is the actual value today of amounts paid over the life of the issue.



MOORS & CABOT

INVESTMENTS

Following the Bid

- ☒ Provide for the entire interface for the closing, including arranging for certification of the bonds, their delivery to DTC and providing the purchaser with wire instructions and closing letters well in advance of the closing date;
- ☒ Provide debt service schedules, by project, and then consolidated into a common plan of financing;
- ☒ Provide these schedules to the Town, Bond Counsel and the Paying Agent;
- ☒ Incorporate final changes to the final Official Statement and arrange for a sufficient supply to be produced, thereon;
- ☒ Provide the purchaser with 100 copies of the final Official Statements;
- ☒ Further advise that the purchaser at its own expense, may obtain additional copies with our assistance, by arrangement with the printer;
- ☒ Complete drafts of the MSRB Form G-36(OS) and send final Official Statements to the MSRB and the NRSMIRs.

On the closing date ...

- ☒ Obtain a release of the Opinion being held in escrow from Bond Counsel;
- ☒ Verify the wire transfer(s), notify the paying agent and the underwriter that the wires have been received ; and
- ☒ Settle the issue with DTC.

We also

- ☒ Have software for calculations and have current IRS Forms 8038, 8038-G, 8038-GC and 8038-T, in-house;
- ☒ Are skilled in the proper calculations and preparation of these documents; and
- ☒ Will prepare a draft of the IRS Form 8038-G and provide this to Bond Counsel in a timely manner, before closing.

CUSIP Identification Numbers

"It is anticipated that CUSIP identification numbers will be printed on the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds will be paid for by the City provided, however, that the City assumes no responsibility for any CUSIP Service Bureau charge or other charge that may be imposed for the assignment of such numbers."

CUSIP (Committee on Uniform Securities Identification Procedures) is an identification number assigned to each maturity of an issue, or to a unique interest rate of the same maturity, which is usually printed on the face of the individual certificate of an issue. CUSIPs are intended to help facilitate the identification and clearance of municipal securities.



MOORS & CABOT
INVESTMENTS

Continuing Disclosure

"In order to assist the underwriter in complying with the Securities Exchange Commission's Rule 15c2-12 (the "Rule"), the City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the Rule by not later than 270 days after the end of each fiscal year (the "Annual Report") and to provide notices of the occurrence of certain enumerated events, if material. The covenants will be contained in a "Continuing Disclosure Certificate" (the "Certificate"), the proposed form of which is provided in APPENDIX C. The Certificate will be executed by the signers of the Bonds, and incorporated by reference in the Bonds. The City has never failed to comply in all material respects with any previous undertakings to provide financial information or notices of material events in accordance with the Rule.



MOORS & CABOT
INVESTMENTS



EMMA® - Electronic Municipal Market Access
The Official Source for Municipal Disclosures and Market Data

© FINANCIAL OPERATING FILING
Submit annual financial information under SEC Rule 15c2-12(a)(7)(A) and (a)(7)(B)(2). Audited financial statements under Rule 15c2-12(b)(3)(C), notice of failure to provide annual financial information under Rule 15c2-12(c)(1)(D), and other financial or operating information.

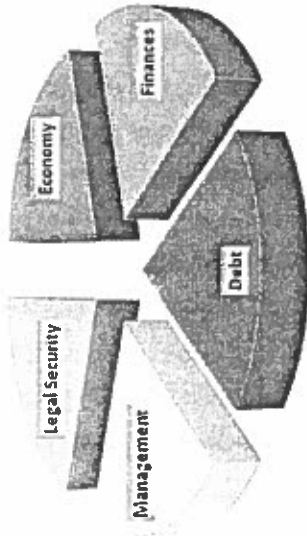
Annual Financial Disclosure Filing Workbook

Joseph P. Cuetara, Senior Vice President
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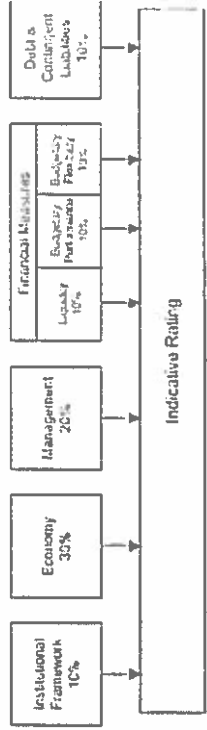


MOORS & CABOT INVESTMENTS

Rating Criteria



S&P Methodology



Moody's Methodology

Global Rating Factors	Factor	Weighting	Rating Sub-Factors	Sub-Factor Weighting
Economy/Tax Base	Economy/Tax Base	30%	Tax Base Size (full value)	10%
			Full Value Per Capita	10%
			Wealth (median family income)	10%
			Fund Balance (% of revenues)	10%
Finances	Finances	30%	Fund Balance Trend (5-year change)	5%
			Cash Balance (% of revenues)	10%
			Cash Balance Trend (5-year change)	5%
			Operational Framework	10%
Management	Management	20%	Operating Income	10%
			Debt to Full Value	5%
Debt/Pensions	Debt/Pensions	20%	Debt to Revenue	5%
			Moody's adjusted Net Pension Liability (3-yr avg) to Full Value	5%
			Moody's adjusted Net Pension Liability (3-yr avg) to Revenue	5%

- | | |
|--|---|
| <p>Credit Factors</p> <p>Economy</p> | <p>Potential Rating Change Driver</p> <ul style="list-style-type: none"> Significant development in the local tax base driving continued growth in total property values. Increased or decreased diversification of local tax base. Loss of key industry or employer with no work-out plan. |
| <p>Finances</p> | <ul style="list-style-type: none"> Expected augmentation (or loss) of financial flexibility. Expectation that significant growth (or decline) of reserves will continue. |
| <p>Debt</p> | <ul style="list-style-type: none"> Significant increase in debt obligations without correlating development to offset tax-base leveraging. Utilization of debt structure not appropriately matched to asset's useful life. |
| <p>Management</p> | <ul style="list-style-type: none"> Implementation of new strategies that are expected to augment (or detract) from operating flexibility. Change in political environment that affects ability to react to unanticipated events. |
| <p>Legal Security</p> | <ul style="list-style-type: none"> Indenture for non-tax backed debt; Regulatory agency permission <p>Financial flexibility: Unlimited, Limited or Restrictive.</p> |



MOORS & CABOT INVESTMENTS

Moody's Long-term Ratings

Moody's Investors Service ("Moody's") Bonds carrying the same rating are not claimed to be of absolutely equal quality, but are in a broad sense alike in position of risk. The ratings involve judgments about the future, including an appraisal of long-term risks and the recognition of many statistical and non-statistical factors. The quality of a bond may change over its life and therefore a change from the initial rating designation may occur at any time. Moody's applies numerical modifiers (1, 2 and 3) in each rating classification. The modifier 1 indicates that the issue ranks in the higher end of its gradation; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates that the issue ranks in the lower end of its category. The classes of gradation are:

Aaa ratings, assigned for issues judged to be of the best quality, carry the smallest degree of investment risk and are generally referred to as "gilt edged". Interest payments are protected by a large or by an exceptionally stable margin and principal is secure. While the various protective elements are likely to change, such changes as can be visualized are most unlikely to impair the fundamentally strong position of such issues.

Aa ratings, assigned for issues judged to be of high quality by all standards and, together with **Aaa**, comprise what are generally known as "high grade" bonds. These are rated lower because margins of protection may not be as large as in **Aaa** issues, or fluctuation of protective elements may be of greater amplitude, or there may be other elements present which make the long-term risk appear somewhat larger than **Aaa** securities.

A ratings, assigned for issues judged to possess many favorable investment attributes, are considered upper-medium grade obligations. Factors giving security to principal and interest are considered adequate, but elements may be present which suggest a susceptibility to impairment sometime in the future.

Baa ratings, assigned for issues judged to be considered as medium-grade obligations, are neither highly protected nor poorly secured.

S&P's Long-term Ratings

Issue credit ratings are based, in varying degrees, on Standard & Poor's analysis of the following considerations: Likelihood of payment—Capacity and willingness of the obligor to meet its financial commitment on an obligation in accordance with the terms of the obligation; Nature of and provisions of the obligation; Protection afforded by, and relative position of, the obligation in the event of bankruptcy, reorganization, or other arrangement under the laws of bankruptcy and other laws affecting creditors' rights.

Issue ratings are an assessment of default risk, but may incorporate an assessment of relative seniority or ultimate recovery in the event of default.

AAA

An obligation rated 'AAA' has the highest rating assigned by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

AA

An obligation rated 'AA' differs from the highest-rated obligations only to a small degree. The obligor's capacity to meet its financial commitment on the obligation is very strong.

A

An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitment on the obligation is still strong.

BBB

An obligation rated 'BBB' exhibits adequate protection parameters. However, adverse economic conditions or changing circumstances are more likely to lead to a weakened capacity of the obligor to meet its financial commitment on the obligation.

Plus (+) or minus (-)

The ratings from may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

Speculative Grade

Ba or **Bb** rated debt has less near-term vulnerability to default than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial or economic conditions which could lead to inadequate capacity to meet timely interest and principal payments.

B rated debt has greater vulnerability to default but currently has the capacity to meet interest payments and principal repayments. Adverse business, financial or economic conditions will likely impair capacity or willingness to pay interest and repay principal.

Caa or **CCC** rated debt has a current identifiable vulnerability to default, and is dependent upon favorable business, financial and economic conditions to meet timely payment of interest and repayment of principal. In the event of adverse business, financial or economic conditions, it is not likely to have the capacity to pay interest and repay principal.

Ca or **Cc** ratings are typically applied to debt subordinated to senior debt that is assigned an actual or implied **Caa** or **CCC** rating.

C ratings are typically applied to debt subordinated to senior debt that is assigned an actual or implied **Caa** or **CCC-** rating. The **C** rating may be used to cover a situation where a bankruptcy petition has been filed, but debt service payments are continued.

C1 ratings are reserved for income bonds on which no interest is being paid.

D rated debt indicates payment default. This rating is also used upon the filing of a bankruptcy petition if debt service payments are jeopardized.

N.R. indicates that the debt is not rated by a bond rating agency.



Bond Rating Ranges

Investment Grade									
Prime	High Grade			Upper Medium Grade			Lower Medium Grade		
Aaa	Aa1	Aa2	Aa3	A1	A2	A3	Baa1	Baa2	Baa3
	AA+	AA	AA-	A+	A	A-	BBB+	BBB	BBB-

Moody's Investors Service

Standard & Poor's Ratings Services

Interest Spread by Basis Points ("bp"); 1 bp = 0.01%; e.g.: 2.00% vs 2.01% = 1 bps

Prime	High Grade	Upper Medium Grade	Lower Medium Grade
Base	Base +10 to 15 bps; 3 to 5 bps within tranche	Base +25 to 40 bps; 5 to 10 bps within tranche	Base +50 to 90 bps; 10 to 25 bps within tranche
e.g., 2.00%	2.10% to 2.15%	2.25% to 2.40%	2.50% to 2.90%

RULE: 10 bps for \$10,000,000 for 20 years ≈ \$100,000



Our Approach to the Rating Process ...

If the Issuer wishes to sell its debt in the public market it is imperative that you are rated. This is consistent with industry standard for a public market issuer, such as the Issuer, and is especially appropriate as, due to the consolidations of many banks into a few, (a) its portfolios are being managed at its corporate headquarters (in most instances out of state); as well as (b) the consolidations of portfolio managers in its trust departments (again, in most instances out of state). This is exacerbated by (c) the shift of purchases of municipal debt from professional institutional money managers (having been the next largest purchasers of bonds) to individual ("retail") investors.

The above fundamental changes have been a catalyst for the trend of seeking two ratings! Other prospective Municipal Advisors may advise application to only one rating agency ... "to save money". But we contend, and are able to prove quantitatively, that this is poor advice that will cost greater interest expense, that far outweighs the rating fee. Thus, despite the extra expense of a second rating, it has been our experience that there are benefits. Having two agencies review the credit provides:

- ✓ A competitive environment that encourages the other agency to "sharpen their pencil".
- ✓ Another view that mitigates the other agency's rating, if less than anticipated.
- ✓ An incentive to participate in site visits. Our S&P for visits were an incentive for Moody's.
- ✓ If the issue is insured a second rating would be obtained anyway. By applying for the rating before the sale, the issuer has the additional advantage of the uninsured "underlying" rating.
- ✓ Broader market access, in that "out-of-region" portfolios may require two ratings.

In this way we typically receive a more bidders and, thus, lower bids for our financings. Also, the market perceives (i) that if only

THE BOND BUYER

Market Values Moody's Ratings More than S&P's, Study Says

by ROBERT SHAPIRO
DICI 12, 2011 6:58pm ET

Bond buyers place more weight on Moody's Investors Service ratings than on Standard & Poor's ratings, according to a recent Leap Capital Markets study.

Leap Capital also looked at bonds with a rating from only one of the two rating firms. The firm found that missing a Moody's rating had more than twice the impact on what the market would demand for yield as did missing a rating from S&P.

Leap Capital Markets examined 99,144 trades completed this year in its study. It created a multiple regression model with Moody's and Standard & Poor's letter ratings converted into numbers as independent variables. It also included the return on the S&P 500, a measure of volatility, coupon size, years to worst yield, and years to worst spread as independent variables. Finally, whether or not the bond was missing either a Moody's or S&P rating was included as a categorical independent variable. The dependent variable was the trading spread relative to Municipal Market Data's triple-A scale.

The un-standardized coefficient for the Moody's rating was 16.77 whereas for the Standard & Poor's rating it was 10.80. In other words, for each one-notch decrease in the Moody's rating there was an additional 16.77 basis point increase in the spread. The figures indicate that a one-notch shift from Moody's rating has 54% more impact than a one-notch shift from S&P.

The coefficient for missing Moody's rating is 13.61 as compared with a coefficient for missing S&P rating of 5.60. The statistics indicate that missing a Moody's rating, with all other factors held constant, has 140% more impact on the spread than missing a S&P rating.

The "p" values for these four independent variables are all below .0001. In other words, the statistical model says there is less than a one in 10,000 chance that these variables do not impact the dependent variable. The adjusted "R" square for the model is 0.60.

"It's better for issuers to be rated by both rating agencies, but if you're only going to have one you're better with Moody's," said Chris Mier, chief strategist for Leap Capital Markets.

"We're not trying to suppress S&P. ... This general perception is already found in the marketplace. ... The question for [research associate Nick Latourel] and I was if it holds up to statistical scrutiny. ... And the second thing was to see if these differences are large or small."

Leap is doing this study in part because the main market hasn't had much statistical analysis, Mier said. "We feel it's important to bring a stronger quantitative edge to studying the market."

Asked to comment on the study, Moody's spokesman David Jacobson said, "This gets into the market pricing aspect, which is beyond what we cover or discuss, so we'll have to pass on this."

"We have not had the opportunity to review the full research, so we cannot comment on it," said S&P spokesman Chayma Fadhalla.

SOURCE MEDIA



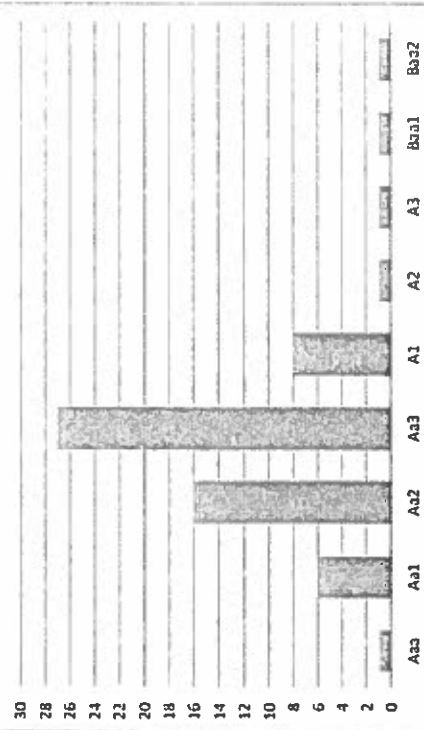
MOORS & CABOT

INVESTMENTS

Current Long-term Bond Ratings (Maine)

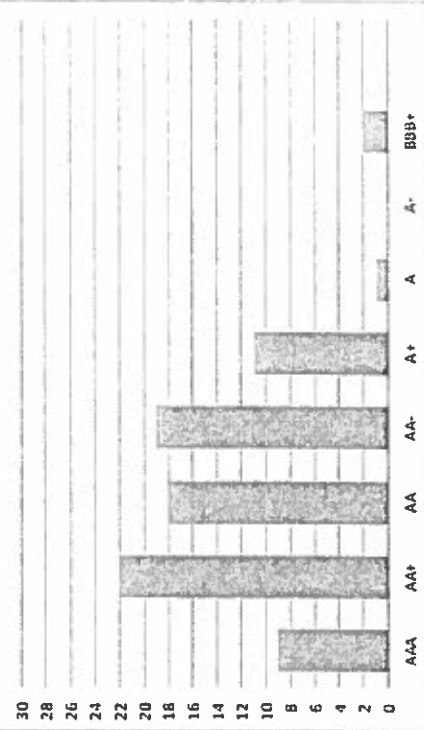
Local Maine Governments			Moody's S&P	
Municipality	Moody's Rating	S&P Rating	Municipality	Moody's S&P
Alfred	NR	AA	Somerset Cnty	Aa3 A+
Auburn	NR	AA	South Berwick	Aa3 AA+
Augusta	NR	AA	South Portland	Aaa AAA
Bangor	Aa2	AA	St George	NR AA+
Bar Harbor	Aa2	AAA	Topsham	NR AA+
Bath	Aa3	AA	Waterville	Aa3 A+
Biddeford	Aa3	AA	Wells	Aa2 AA+
Boothbay	Aa2	AA+	Westbrook	Aa3 AA
Brewer	Aa3	AA	Windham	Aa2 AA
Brunswick	Aa2	AA+	Winslow	Aa3 AA-
Camden	NR	AA+	Winthrop	NR AA-
Casco	Aa3	AA+	Yarmouth	Aa2 AA+
Cape Elizabeth	Aa1	AAA	York Cnty	NR AAA
Castine	Aa3	NR	York	NR AAA
Cumberland	Aa3	AA+	District	NR A+
Cumberland Cnty	Aa1	AA+	Auburn Sewer Dist	NR A+
Dixfield	NR	AA-	Auburn Water Dist	NR AA-
Elsworth	Aa3	AA-	Brewer HSD	NR AA-
Falmouth	Aa1	AAA	Bruns&Tops WD	NR A+
Farmington	NR	AA-	Cumberland Cnty Civic Cntr	NR AA
Freeport	Aa2	AAA	ecomaine	NR AA
Gorham	Aa2	AA+	Freeport Swr	Aa3 NR
Gray	Aa2	AA+	Ken Lt & Pr	Aa3 BBB+
Hallowell	NR	A+	Kennebec WD	A1 NR
Hancock Cnty	Aa2	AA	Kennebunk Sewer District	A1 AA
Harpersville	Aa2	AAA	Linc-Sag Jail Auth	A1 AA-
Heron	A1	AA-	MSAD No. 15	Aa3 AA+
Isleboro	A3	AA	MSAD No. 51	Aa3 AA+
Kennebunk	Aa1	AAA	No Jay WD	Baa2 NR
Kittery	Aa2	AA+	Portland Jetport	Baa1 BBB+
Knox Cnty	Aa2	AA	Portland Wtr Dis (Port Swr)	AA
Lewiston	Aa2	AA-	Portland Wtr Dis (Wtr)	AA
Madison	NR	A+	RSU No. 1	NR AA
Manchester	NR	AA-	RSU No. 5	Aa3 AA
New Gloucester	Aa3	AA+	RSU No. 13	A1 AA-
Old Orchard Beach	Aa3	AA+	RSU No. 13 (COPs)	NR A+
Orono	Aa3	AA-	RSU No. 21	Aa3 AA+
Oxford	NR	AA-	RSU No. 23	A1 AA
Pans Twn	NR	A+	RSU No. 57	Aa2 AA
Pittsfield Twn	NR	A	Rumford WD	A2 NR
Portland	Aa1	AA+	So Berwick WD	A1 NR
Presque Isle	NR	A+	Vocational Region 8, MCST	A1 AA-
Raymond	NR	AAA	Wells-Ogunquit CSD	Aa3 AA+
Saco	Aa3	AA	Yarmouth WD	Aa3 A+
Scarborough	Aa3	AA+		

Moody's Maine Local Government Ratings



Source: Moody's Investors Service (ratings as of May 15, 2018)

S&P's Maine Local Government Ratings



Source: S&P Global Ratings (ratings as of May 15, 2018)



MOORS & CABOT
INVESTMENTS

Why Moors & Cabot?

- *A difference in the delivery of services.*
- *Answering the question before it is asked ... or to answer the question that has not been thought of asking!*
- *Do not "learn on our client's dime" ... we innovate and find the solution.*
- *Proven experience ... both the regional and the national marketplace.*
- *Demonstrated exacting standards in the quality of the product that is delivered to the rating agencies.*
- *Extensive knowledge and experience ... State Rules and policy, the requirements of federal tax law, Maine statute and regulations.*
- *Your best advocate for your impression on the ratings agencies' debt, management and economic characteristics.*
- *A **difference with a distinction** in the quality of the delivery of investment banking services.*
- *The selection and appointment of Moors & Cabot as its Municipal Advisor for its financings is in the best interests of our clients.*

We hope that you consider using our services



MOORS & CABOT INVESTMENTS

Fees & Expenses

We will provide Advisory Services to the Town at a rate per \$1,000 of par value of bonds issued by issue size as summarized in the below table; with a complete schedule to the right:

Fee Breakpoint Summary

Issue Size	(per 000)	(plus \$)
Up to \$10,000,000	\$2.00	\$0
\$10,000,001 to \$20,000,000	\$1.50	\$5,000
\$20,000,001 to \$32,000,000	\$1.25	\$10,000
\$32,000,001 to \$50,000,000	flat \$50,000	
\$50,000,001 and greater	\$1.00	\$0

Advisory Expenses (Example)

Printing Official Statement pdf POS	\$2,000.00
i-Deal Prospectus (maximum)	800.00
Computer	1,500.00
Postage to Bidders	300.00
Overnight Mail	0.00
Advertising to Bidders	200.00
Bond printing; Transportation, Other	0.00
Total Advisory Expenses	\$4,800.00

Bond Anticipation Notes

Our scale fee to originate and sell Bond Anticipation Notes ("BANs") is 50¢/000 plus expenses. We waive this fee(s) conditioned on our being the originator and seller of bond issues that provide permanent financing(s) for the BANs.

Moors & Cabot Fee Schedule
for
Financial Advisory Services for bond issues

Deal Size (000)	\$1,000	2,000	3,000	4,000	5,000	6,000	7,000	8,000	9,000	10,000	11,000	12,000	13,000	14,000	15,000	16,000	17,000	18,000	19,000	20,000	21,000	22,000	23,000	24,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000	38,000	39,000	40,000	41,000	42,000	43,000	44,000	45,000	46,000	47,000	48,000	49,000	50,000	51,000	52,000	53,000	54,000	55,000	56,000	57,000	58,000	59,000	60,000	61,000	62,000	63,000	64,000	65,000	66,000	67,000	68,000	69,000	70,000	71,000	72,000	73,000	74,000	75,000	76,000	77,000	78,000	79,000	80,000	81,000	82,000	83,000	84,000	85,000	86,000	87,000	88,000	89,000	90,000	91,000	92,000	93,000	94,000	95,000	96,000	97,000	98,000	99,000	100,000	101,000	102,000	103,000	104,000	105,000	106,000	107,000	108,000	109,000	110,000	111,000	112,000	113,000	114,000	115,000	116,000	117,000	118,000	119,000	120,000	121,000	122,000	123,000	124,000	125,000	126,000	127,000	128,000	129,000	130,000	131,000	132,000	133,000	134,000	135,000	136,000	137,000	138,000	139,000	140,000	141,000	142,000	143,000	144,000	145,000	146,000	147,000	148,000	149,000	150,000	151,000	152,000	153,000	154,000	155,000	156,000	157,000	158,000	159,000	160,000	161,000	162,000	163,000	164,000	165,000	166,000	167,000	168,000	169,000	170,000	171,000	172,000	173,000	174,000	175,000	176,000	177,000	178,000	179,000	180,000	181,000	182,000	183,000	184,000	185,000	186,000	187,000	188,000	189,000	190,000	191,000	192,000	193,000	194,000	195,000	196,000	197,000	198,000	199,000	200,000	201,000	202,000	203,000	204,000	205,000	206,000	207,000	208,000	209,000	210,000	211,000	212,000	213,000	214,000	215,000	216,000	217,000	218,000	219,000	220,000	221,000	222,000	223,000	224,000	225,000	226,000	227,000	228,000	229,000	230,000	231,000	232,000	233,000	234,000	235,000	236,000	237,000	238,000	239,000	240,000	241,000	242,000	243,000	244,000	245,000	246,000	247,000	248,000	249,000	250,000	251,000	252,000	253,000	254,000	255,000	256,000	257,000	258,000	259,000	260,000	261,000	262,000	263,000	264,000	265,000	266,000	267,000	268,000	269,000	270,000	271,000	272,000	273,000	274,000	275,000	276,000	277,000	278,000	279,000	280,000	281,000	282,000	283,000	284,000	285,000	286,000	287,000	288,000	289,000	290,000	291,000	292,000	293,000	294,000	295,000	296,000	297,000	298,000	299,000	300,000	301,000	302,000	303,000	304,000	305,000	306,000	307,000	308,000	309,000	310,000	311,000	312,000	313,000	314,000	315,000	316,000	317,000	318,000	319,000	320,000	321,000	322,000	323,000	324,000	325,000	326,000	327,000	328,000	329,000	330,000	331,000	332,000	333,000	334,000	335,000	336,000	337,000	338,000	339,000	340,000	341,000	342,000	343,000	344,000	345,000	346,000	347,000	348,000	349,000	350,000	351,000	352,000	353,000	354,000	355,000	356,000	357,000	358,000	359,000	360,000	361,000	362,000	363,000	364,000	365,000	366,000	367,000	368,000	369,000	370,000	371,000	372,000	373,000	374,000	375,000	376,000	377,000	378,000	379,000	380,000	381,000	382,000	383,000	384,000	385,000	386,000	387,000	388,000	389,000	390,000	391,000	392,000	393,000	394,000	395,000	396,000	397,000	398,000	399,000	400,000	401,000	402,000	403,000	404,000	405,000	406,000	407,000	408,000	409,000	410,000	411,000	412,000	413,000	414,000	415,000	416,000	417,000	418,000	419,000	420,000	421,000	422,000	423,000	424,000	425,000	426,000	427,000	428,000	429,000	430,000	431,000	432,000	433,000	434,000	435,000	436,000	437,000	438,000	439,000	440,000	441,000	442,000	443,000	444,000	445,000	446,000	447,000	448,000	449,000	450,000	451,000	452,000	453,000	454,000	455,000	456,000	457,000	458,000	459,000	460,000	461,000	462,000	463,000	464,000	465,000	466,000	467,000	468,000	469,000	470,000	471,000	472,000	473,000	474,000	475,000	476,000	477,000	478,000	479,000	480,000	481,000	482,000	483,000	484,000	485,000	486,000	487,000	488,000	489,000	490,000	491,000	492,000	493,000	494,000	495,000	496,000	497,000	498,000	499,000	500,000	501,000	502,000	503,000	504,000	505,000	506,000	507,000	508,000	509,000	510,000	511,000	512,000	513,000	514,000	515,000	516,000	517,000	518,000	519,000	520,000	521,000	522,000	523,000	524,000	525,000	526,000	527,000	528,000	529,000	530,000	531,000	532,000	533,000	534,000	535,000	536,000	537,000	538,000	539,000	540,000	541,000	542,000	543,000	544,000	545,000	546,000	547,000	548,000	549,000	550,000	551,000	552,000	553,000	554,000	555,000	556,000	557,000	558,000	559,000	560,000	561,000	562,000	563,000	564,000	565,000	566,000	567,000	568,000	569,000	570,000	571,000	572,000	573,000	574,000	575,000	576,000	577,000	578,000	579,000	580,000	581,000	582,000	583,000	584,000	585,000	586,000	587,000	588,000	589,000	590,000	591,000	592,000	593,000	594,000	595,000	596,000	597,000	598,000	599,000	600,000	601,000	602,000	603,000	604,000	605,000	606,000	607,000	608,000	609,000	610,000	611,000	612,000	613,000	614,000	615,000	616,000	617,000	618,000	619,000	620,000	621,000	622,000	623,000	624,000	625,000	626,000	627,000	628,000	629,000	630,000	631,000	632,000	633,000	634,000	635,000	636,000	637,000	638,000	639,000	640,000	641,000	642,000	643,000	644,000	645,000	646,000	647,000	648,000	649,000	650,000	651,000	652,000	653,000	654,000	655,000	656,000	657,000	658,000	659,000	660,000	661,000	662,000	663,000	664,000	665,000	666,000	667,000	668,000	669,000	670,000	671,000	672,000	673,000	674,000	675,000	676,000	677,000	678,000	679,000	680,000	681,000	682,000	683,000	684,000	685,000	686,000	687,000	688,000	689,000	690,000	691,000	692,000	693,000	694,000	695,000	696,000	697,000	698,000	699,000	700,000	701,000	702,000	703,000	704,000	705,000	706,000	707,000	708,000	709,000	710,000	711,000	712,000	713,000	714,000	715,000	716,000	717,000	718,000	719,000	720,000	721,000	722,000	723,000	724,000	725,000	726,000	727,000	728,000	729,000	730,000	731,000	732,000	733,000	734,000	735,000	736,000	737,000	738,000	739,000	740,000	741,000	742,000	743,000	744,000	745,000	746,000	747,000	748,000	749,000	750,000	751,000	752,000	753,000	754,000	755,000	756,000	757,000	758,000	759,000	760,000	761,000	762,000	763,000	764,000	765,000	766,000	767,000	768,000	769,000	770,000	771,000	772,000	773,000	774,000	775,000	776,000	777,000	778,000	779,000	780,000	781,000	782,000	783,000	784,000	785,000	786,000	787,000	788,000	789,000	790,000	791,000	792,000	793,000	794,000	795,000	796,000	797,000	798,000	799,000	800,000	801,000	802,000	803,000	804,000	805,000	806,000	807,000	808,000	809,000	810,000	811,000	812,000	813,000	814,000	815,000	816,000	817,000	818,000	819,000	820,000	821,000	822,000	823,000	824,000	825,000	826,000	827,000	828,000	829,000	830,000	831,000	832,000	833,000	834,000	835,000	836,000	837,000	838,000	839,000	840,000	841,000	842,000	843,000	844,000	845,000	846,000	847,000	848,000	849,000	850,000	851,000	852,000	853,000	854,000	855,000	856,000	857,000	858,000	859,000	860,000	861,000	862,000	863,000	864,000	865,000	866,000	867,000	868,000	869,000	870,000	871,000	872,000	873,000	874,000	875,000	876,000	877,000	878,000	879,000	880,000	881,000	882,000	883,000	884,000	885,000	886,000	887,000	888,000	889,000	890,000	891,000	892,000	893,000	894,000	895,000	896,000	897,000	898,000	899,000	900,000	901,000	902,000	903,000	904,000	905,000	906,000	907,000	908,000	909,000	910,000	911,000	912,000	913,000	914,000	915,000	916,000	917,000	918,000	919,000	920,000	921,000	922,000	923,000	924,000	925,000	926,000	927,000	928,000	929,000	930,000	931,000	932,000	933,000	934,000	935,000	936,000	937,000	938,000	939,000	940,000	941,000	942,000	943,000	944,000	945,000	946,000	947,000	948,000	949,000	950,000	951,000	952,000	953,000	954,000	955,000	956,000	957,000	958,000	959,000	960,000	961,000	962,000	963,000	964,000	965,000	966,000	967,000	968,000	969,000	970,000	971,000	972,000	973,000	974,000	975,000	976,000	977,000	978,000	979,000	980,000	981,000	982,000	983,000	984,000	985,000	986,000	987,000	988,000	989,000	990,000	991,000	992,000	993,000	994,000	995,000	996,000	997,000	998,000	999,000	1,000,000	1,001,000	1,002,000	1,003,000	1,004,000	1,005,000	1,006,000	1,007,000	1,008,000	1,009,000	1,010,000	1,011,000	1,012,000	1,013,000	1,014,000	1,015,000	1,016,000	1,017,000	1,018,000	1,019,000	1,020,000	1,021,000	1,022,000	1,023,000	1,024,000	1,025,000	1,026,000	1,027,000	1,028,000	1,029,000	1,030,000	1,031,000	1,032,000	1,033,000	1,034,000
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Agenda Item Divider



**Board of Selectmen Meeting
Village Fire Station – 32 North Street
October 11, 2018 – 5:45 PM**

Minutes of the Selectmen's Meeting of October 11, 2018

Selectmen Attending: Stuart Barwise, Patrick A. Briggs, Edward W. Hutchins

Selectman Absent: Allen A. Daggett, Sheila Matthews-Bull

Others: Michael Claus, Jean Conaty, Michael Davis, Arlene McMurray, Chris Simeoni, Laurie Smith, Sue Ellen Stavrand, Mr. Stavrand, Suzanne Stohlman, Michael Tarabilda

1. Call to Order.

Chair Hutchins called the meeting to order at 6:30 PM.

2. Executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters.

Motion by Selectman Barwise, seconded by Selectman Briggs, to go into executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters. **Vote:** 3-0.

The Board went into executive session at 5:45 PM and came out at 6:02 PM.

No action was taken.

3. Approve the September 11 (PM meeting), and 27, 2018, selectmen meeting minutes.

Motion by Selectman Briggs, seconded by Selectman Barwise, to approve the September 11, 2018, PM meeting minutes. **Vote:** 3-0.

The September 27 minutes were deferred to the next meeting, when quorum of the Board who attended that meeting can be present.

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. Present Spirit of America Award to Suzanne Stohlman and Michael Tarabilda.

Selectman Briggs announced that Suzanne Stohlman and Michael Tarabilda will be receiving the Spirit of America Award for their volunteerism in the community.

They will be honored at a ceremony on November 7 at the York County Commissioner's Office.

6. Consider appointments to the Housing Trust.

Chair Hutchins stated the Board will be interviewing applicants on October 16, and 18.

7. Adopt the Resolution of Intent to Reimburse Expenditures to Acquire Certain Parcels of Land with Proceeds of Tax-Exempt Bonds.

Motion by Selectman Barwise, seconded by Selectman Briggs, that the resolution entitled, "Resolution of Intent to Reimburse Expenditures to Acquire Certain Parcels of Land with Proceeds of Tax-Exempt Bonds, "be adopted in form presented to this meeting. **Vote:** 3-0. (See Exhibit A).

8. Approve supplemental sewer bill for 57 Wildes District Road.

Public Works Deputy Director Chris Simeoni reported it was discovered that the owner was never billed for sewer since 2003. He recommends a supplemental bill for the period beginning January 1, 2016, and ending December 31, 2016, in the amount of \$431.00; \$444.00 for the period beginning January 1, 2017, and ending December 31, 2017; and \$456.00 for the period beginning January 1, 2018, and ending December 31, 2018.

Motion by Selectman Briggs, seconded by Selectman Barwise, to approve the supplemental bill for 2016, 2017, and 2018, in the amounts of \$431, \$444, and \$456. **Vote:** 3-0.

9. Award the bid for the 2018 sidewalk tractor.

Public Works Director Michael Claus announced that he received the following bids for a 2018 sidewalk tractor:

Vendor	Equipment	Price	Trade-In
HP Fairfield	Factory Showroom 2018 Trackless MT7	\$144,256	\$10,000
HP Fairfield	2018 Trackless MT7	\$188,827	\$10,000
Beuregard Equipment	MV4.1	\$171,600	\$20,000

He recommends purchasing the factory showroom model and keeping the old tracker as backup.

Motion by Selectman Barwise, seconded by Selectman Briggs, to accept the Director of Public Works' recommendation to award the bid to HP Fairfield for the 2018 Trackless MT7 factory showroom model at the price of \$144,256.00. **Vote:** 3-0.

10. Approve street opening permit for Peter and Cynthia Gutermann, 162 Kings Highway, Map 33, Block 3, Lot 15, to install underground power to their house.

Motion by Selectman Barwise, seconded by Selectman Briggs, to approve the street opening permit for Peter and Cynthia Gutermann, 162 Kings Highway, Map 33, Block 3, Lot 15, to install underground power to their house. **Vote:** 3-0.

11. Accept a \$2,000 donation from the William J.J. Gordon Family Foundation to the public health department with \$1,500 designated for the fuel account and \$500 designated for the food account.

Motion by Selectman Barwise, seconded by Selectman Briggs, to accept a \$2,000 donation from the William J.J. Gordon Family Foundation to the public health department with \$1,500 designated for the fuel account and \$500 designated for the food account. **Vote:** 3-0.

12. Other business.

There was no other business.

13. Approve the October 11, 2018, Treasurer's Warrant.

Motion by Selectman Barwise, seconded by Selectman Briggs, to approve the October 11, 2018, Treasurer's Warrant. **Vote:** 3-0.

14. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Briggs, to adjourn. **Vote:** 3-0.

The meeting adjourned at 6:20 PM.

Submitted by Arlene McMurray
Administrative Assistant

October 11, 2018

Motion: I move that the resolution entitled, "Resolution of Intent to Reimburse Expenditures to Acquire Certain Parcels of Land with Proceeds of Tax-Exempt Bonds," be adopted in form presented to this meeting.

RESOLUTION OF INTENT TO REIMBURSE EXPENDITURES TO ACQUIRE CERTAIN PARCELS OF LAND WITH PROCEEDS OF TAX-EXEMPT BONDS

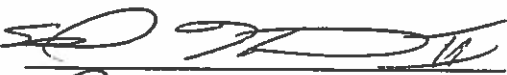
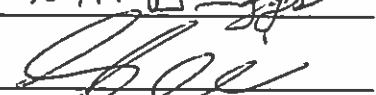
Whereas, at a Special Town Meeting duly called and held on September 19, 2018, the voters of the Town of Kennebunkport (the "Town") authorized the Board of Selectmen to issue general obligation bonds or notes of the Town in a principal amount not to exceed \$10,000,000 to pay costs to acquire parcels of land comprising 85+/- acres and identified on the Kennebunkport Tax Maps at Map 12, Block 5, Lot 21 and Map 12, Block 5, Lot 21A, and Map 12, Block 5, Lot 22; (the "Project");

Whereas, on September 27, 2018, the Board of Selectmen adopted a resolution entitled, "Resolution to Authorize Town of Kennebunkport to Issue up to \$10,000,000 in Bonds to Acquire Certain Parcels of Land," which authorized the Town to issue general obligation bonds and notes in anticipation thereof (collectively, the "Bonds") to fund the Project;

Whereas, the Town's expenditure for the Project may be initially funded by a combination of proceeds of a bond anticipation note and available funds of the Town; and

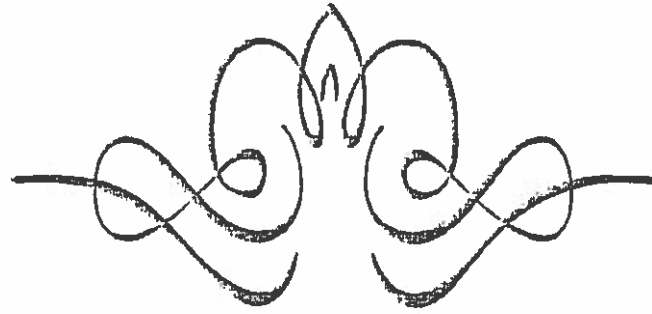
Now therefore, the Board of Selectmen hereby resolves and declares its official intent pursuant to Section 1.150-2(e) of the Treasury Regulations that the Town reasonably expects to use the proceeds of the Bonds to reimburse certain original expenditures from the Town's general or other fund, paid not earlier than 60 days prior to the adoption of this Resolution or to be paid, which original expenditures have been or will be incurred in connection with costs of the of the Project; and that the Town reasonably expects that the maximum principal amount that the Town will issue to finance the Project is \$10,000,000; and further that a copy of this resolution and declaration of official intent be kept in the permanent records of the Town and be reasonably available for public inspection.

Dated October 11, 2018


Patrick A. Briggs

A majority of the Board of Selectmen

A true copy, attest:


Tracey O'Roak, Town Clerk



Agenda Item Divider



**Board of Selectmen Meeting
Village Fire Station – 32 North Street
October 16, 2018 – 6:00 PM**

Minutes of the Selectmen's Meeting of October 16, 2018

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

1. Call to Order.

Chair Hutchins called the meeting to order at 6:01 PM.

2. Executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters.

Motion by Selectman Barwise, seconded by Selectman Daggett, to go into executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters. **Vote:** 5-0.

The Board went into executive session at 6:01 PM and came out at 7:25 PM.

No action was taken.

3. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Hutchins, to adjourn. **Vote:** 5-0.

The meeting adjourned at 7:25 PM.

Submitted by Laurie A. Smith
Town Manager



Agenda Item Divider



**Board of Selectmen Meeting
Village Fire Station – 32 North Street
October 18, 2018 – 6:00 PM**

Minutes of the Selectmen's Meeting of October 18, 2018

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

1. Call to Order.

Chair Hutchins called the meeting to order at 6:00 PM.

2. Executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters.

Motion by Selectman Barwise, seconded by Selectman Briggs, to go into executive session per 30-A M.R.S.A. § 2702 to discuss personnel matters. **Vote:** 5-0.

The Board went into executive session at 6:00 PM and came out at 7:30 PM.

No action was taken.

3. Adjournment.

Motion by Selectman Barwise, seconded by Selectman Briggs, to adjourn. **Vote:** 5-0.

The meeting adjourned at 7:31 PM.

Submitted by Laurie A. Smith
Town Manager



Agenda Item Divider



4

**SAMPLE BALLOT
MUNICIPAL ELECTION
TOWN OF KENNEBUNKPORT
NOVEMBER 6, 2018**

Tracy O'Neil
Town Clerk

INSTRUCTIONS TO VOTERS

- ♦ TO VOTE, completely fill in the OVAL to the LEFT of your choice like this: ●
- ♦ If you make a mistake, you may request a new ballot.
- ♦ To have your vote count, DO NOT ERASE OR CROSS OUT.

Question 1

**ENACTMENT OF MORATORIUM ORDINANCE REGARDING RETAIL MEDICAL
MARIJUANA CAREGIVER STOREFRONTS**

☐ Yes

- ☐ No Shall an ordinance entitled "Moratorium Ordinance Regarding Retail Marijuana Caregiver Storefronts" be enacted? (A true copy of which is on file in the Town Clerk's Office and is incorporated by reference.)

[Note of Explanation: This ordinance puts into place a temporary moratorium on retail medical marijuana retail stores in the Town of Kennebunkport]

Question 2

AMENDMENT TO THE WATERFRONT ORDINANCE

☐ Yes

- ☐ No Shall an ordinance entitled "November 2018 Amendment to the Waterfront Ordinance" be enacted? (A true copy of which is on file in the Town Clerk's Office and is incorporated by reference.)

[Note of Explanation: This amendment would add the requirement that commercial and recreational mooring holders in Cape Porpoise be a Cape Porpoise Pier member in good standing or a shorefront owner (excluding moorings in Paddy Creek, Turbats Creek, Land's End and Langsford Road, as noted by their mooring designation.)]

Question 3

AMENDMENT TO THE VICTUALER'S LICENSING ORDINANCE

☐ Yes

- ☐ No Shall an ordinance entitled "November 2018 Amendment to the Victualer's Licensing Ordinance" be enacted? (A true copy of which is on file in the Town Clerk's Office and is incorporated by reference.)

[Note of Explanation: This amendment adds a "Section 6" which addresses violations of the ordinance. Other amendments are included for clarification and to bring the ordinance in line with State law.]

Question 4

**AMENDMENT TO THE WIRELESS TELECOMMUNICATIONS ORDINANCE AND LAND
USE ORDINANCE**

☐ Yes

- ☐ No Shall an ordinance entitled, "Amendments to the Wireless Telecommunications Facilities Ordinance and The Land Use Ordinance" (Article 2 – Definitions) be enacted? (A true copy of which is on file in the Town Clerk's Office and is incorporated by reference.)

[Note of Explanation: This amendment updates the Town's Wireless Telecommunications Ordinance to bring it into compliance with federal legal requirements set forth in the Spectrum Act. It also allows for the installation of small scale cellular nodes which would be colocated on existing utility poles.]

Question 5

ACCEPTANCE OF GIFT

☐ Yes

- ☐ No Shall the Town vote to authorize the acceptance of a conditional gift of \$4,000 from The William JJ Gordon Trust, which the Town intends to donate to the American Legion Post 159?

[Note of Explanation: The William JJ Gordon Trust is offering a \$4,000 donation through the Town to the American Legion Post 159.]



Agenda Item Divider



5

Collective Bargaining Agreement Between

The Town of Kennebunkport

And

**Teamsters Union Local 340 - Affiliated with the
International Brotherhood of Teamsters**

~~For: Sergeants, Corporals, Detective, Patrol Officers, Dispatchers, Dispatcher
Administrator, Laborers, Highway Equipment Operators/Truck Drivers, Highway Crew
Leader/Equipment Operator Wastewater Plant Operators, Wastewater Maintenance
Mechanic, Secretary, Court Officer / Dispatcher, Assistant Deputy Treasurer, Deputy
Tax Collector, and Assistant Deputy Tax Collector~~

July 1, 20185 through June 30, 202148

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This AGREEMENT is entered into between the Town of Kennebunkport Maine, hereinafter referred to as the "Town" and Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Employees Labor Relations Act (title 26 M.R.S.A. §§ 961-975 as amended), the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient municipal operations.

ARTICLE 2 - RECOGNITION

~~The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit in the Patrol Officers, Corporal, Sergeant, Detective, Dispatcher, Dispatcher Administrator, Laborer, Highway Equipment Operators/Truck Driver, Highway Crew leader/Equipment Operator Waste Water Treatment Plant Operator, Waste Water Treatment Maintenance Mechanic, Secretary, Assistant Deputy Treasurer, Deputy Tax Collector, Assistant Deputy Tax Collector, and Court Officer/ Dispatcher classifications as determined in accordance with the Maine Municipal Public Employees Labor Relations Act.~~ The Town recognizes the Union as the sole and exclusive agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all its eligible employees within the bargaining unit. The following positions are recognized as eligible classifications: Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary as determined in accordance with the Maine Public Employees Labor Relations Act.

ARTICLE 3 - DEFINITIONS

Authorized Leave: Includes all vacation leave, comp time, sick leave, bereavement leave, family medical leave, military leave, and a leave of absence as defined by the Collective Bargaining Agreement.

Town: The Town of Kennebunkport, Maine.

Union: Teamsters Union Local 340 affiliated with the International Brotherhood of Teamsters.

Town Manager: The authorized agent of the Board of Selectmen and the chief administrative officer of the Town.

Steward: A member of the bargaining unit that has been authorized by the Union to act in its behalf.

Seniority: Shall be interpreted to mean length of continuous service only from date of last permanent hire.

Immediate family: Is hereby defined to include spouse, children, or parents.

ARTICLE 4 - UNION SECURITY

All bargaining unit employees shall have the right to join the Union except as otherwise provided herein, or refrain from doing so. No employee shall be favored or discriminated against, either by the Town or by the Union, because of an employee's membership or non-membership in the Union. The Union recognizes its responsibilities as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Membership in this Local Union is not compulsory, employees have the right to join or not join, maintain or drop their membership in the Local Union as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters. Those employees who choose not to join the Union shall be subject to one of the following options:

1. The employee may sign a written payroll authorization deduction in the amount of eighty percent (80%) of the present cost of the Union dues; or
2. Be subject to no payroll deduction with the understanding that if the services of the Union Representative are requested the employee shall pay reasonable fees for the Business Agent. If the Union Attorney is solicited, the employee shall pay reasonable attorney fees. The Union's cost of arbitration or proceedings, if any, will be borne by the employee; or
3. Self-Representation.

ARTICLE 5 - CHECKOFF

A. The Town shall deduct regular monthly dues on a weekly basis and initiation fees upon receipt of signed authorization from the members (a copy of which is to be retained by the Town) and a certified statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Town shall forward all such dues so collected to the Secretary Treasurer of the Local Union before the end of the month in which dues deduction were made. The Union shall indemnify and save the Town harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 6 - TRANSFER OF TITLE OR INTEREST

A. In the event that any functions performed by unit employees are assimilated by reason of consolidation of jobs or through a process of combining municipal services through a regional or inter-municipal agreement the Town agrees to meet with the Union at least thirty (30) days before the implementation of such consolidation or inter municipal merger to discuss potential changes affecting bargaining unit positions. In any case, unit employees shall be given first preference by seniority for hire into any position which the consolidation or merger produces, provided said employees are qualified for such new positions and provided the Town is considered the legal employer.

ARTICLE 7 - STEWARDS AND UNION ACTIVITIES

A. The Town recognizes the right of the Union to designate Stewards and Alternates. The Union shall notify the Town, in writing, of the unit employees designated as Stewards or Alternates. Their authority shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such written messages and information which shall originate with and are authorized by the Local Union or its Officers.

B. The Town recognizes the authority of Stewards and their Alternates and shall not hold the Union liable for any activities other than those that are authorized.

C. Stewards shall be permitted a total of two (2) hours per regular workweek to investigate, present and process grievances without loss of time and pay. This time may be extended at the discretion of the Town Manager. Such time spent in handling grievances shall be considered working hours in computing weekly overtime.

D. The Town agrees to grant the necessary time off, without loss of seniority rights and without pay to any employee designated by the Union for Official Union Business, if there is sufficient staffing available to cause no interference with departmental operations.

E. Stewards shall be paid for attendance at negotiations, if such time is during their normal work day.

ARTICLE 8 - ACCESS TO PREMISES

A. With notification to the Town Manager, authorized representatives of Teamsters Union Local #340 shall enter Town premises for investigation of grievances under this Agreement provided, however, that normal operation and work schedules are not affected as a result. A list of authorized Teamster representatives who may enter Town premises will be furnished by the Union to the Town Manager within forty-five (45) days of the effective date of this Agreement.

ARTICLE 9 - BULLETIN BOARDS

A. The Town shall provide and maintain a bulletin board at a suitable location on the premises of the respective department headquarters. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

ARTICLE 10 - MANAGEMENT RIGHTS

A. The Town retains all rights and authority to manage and direct its employees and determine work shift assignments except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Town to make such reasonable rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of the Agreement. The Town agrees to forward copies of said rules and amendments thereto to the Union and the designated Union Steward at least twenty one (21) days before the implementation of the new rules and regulations.

ARTICLE 11 -SENIORITY

A. The Town shall establish a seniority list by department for, ~~Assistant Deputy Treasurer, Deputy Tax Collector, Assistant Deputy Tax Collector, Secretary, Patrol Officers, Detective, Corporal, Sergeant, Dispatcher Administrator, Dispatcher, Dispatcher/Court Officer, Laborer, Highway Equipment Operator/Truck Driver, Highway Crew leader/Equipment Operator, Waste Water Plant Operator, and Waste Water Maintenance Mechanic~~ Police Sergeant, Detective, Corporal, Patrol Officers, Dispatchers, Dispatcher Administrator, Administrative Assistant to the Chief, Lead Treatment Plant Operator, Wastewater Plant Operators, Wastewater Mechanic, Highway Foreman, Highway Equipment Operators/Truck Drivers, Laborers, Deputy Tax Collector, Assistant Deputy Treasurer, Assistant Deputy Tax Collector and Secretary. Said list shall be subject to amendment from time to time as circumstances shall warrant. In listing, employees with the greatest seniority (years of service) shall be listed first. Said seniority lists shall include the employee's last date of permanent hire.

B. Said lists and all amendments thereto, as the same are promulgated and confirmed copies thereof shall be sent to the Principal Officer and Steward of the Union and shall be posted in a conspicuous place at the Town Offices for a period of not less than thirty (30) days. In addition thereto, said list, as amended, shall be brought up to date on February first (1st) of each year. Any objections to the seniority list as posted must be reported to the Town Manager or designee within ten (10) days from the date posted or it shall stand as accepted, whereupon it shall take full force and effect.

C. Seniority, for the purpose of this Agreement, shall be interpreted to mean length of continuous service only from date of last permanent hire and shall be a factor, if abilities and qualifications are equal, in all matters affecting promotions and filling of vacancies. Seniority shall be the governing factor in all matters affecting lay-offs (with bumping rights provided job qualifications are equal), recall and vacation preference. Said bumping rights shall extend only to classifications within each division. In no event shall a more senior employee displace a less senior employee with greater job responsibilities within his/her classification. The divisions and classifications recognized therein are as follows:

<u>Division</u>	<u>Classifications</u>	<u>Division</u>	<u>Classifications</u>
<u>Police</u>	i. Sergeants ii. Corporal iii. Detectives iv. Patrol Officers	<u>Town Office Staff A</u>	i. Deputy Tax Collector ii. Assistant Deputy Tax Collector
<u>Communications A</u>	i. Dispatch Administrator ii. Dispatcher	<u>Town Office Staff B</u>	Assistant Deputy Treasurer
<u>Communications B</u>	Admin Assistant <u>to the Chief/Dispatcher</u>	<u>Town Office Staff C</u>	Secretary
<u>Waste Water Treatment Plant</u>	i. Waste Water Mechanic ii. Waste Water <u>Lead and</u> Operator	<u>Highway</u>	i. <u>Highway Foreman</u> Crew leader /Equipment Operator ii. Equipment

- iii. Waste Water Equip.
License 3, 4, and 5
- iv. Waste Water Equip.
Operator
- v. Waste Water
Laborer

Operator/Truck Driver

For purposes of this agreement the job positions listed in each classification are listed in decreasing order of responsibilities.

A minimum of thirty (30) calendar days' notice shall be given in any lay-off situation. If possible more than thirty (30) calendar days' notice shall be given.

ARTICLE 12 - WORK WEEK AND OVERTIME

A. Work Schedule

1. The regularly scheduled work week for employees covered by this Agreement shall be as follows: (excluding lunch periods as scheduled by Department Heads)

Corporal – forty (40) (on duty during lunch)
Sergeants – forty (40) hours (on duty during lunch)
Patrol Officers – forty (40) hours (on duty during lunch)
Dispatcher – forty (40) hours (on duty during lunch)
Dispatcher Administrator – forty (40) hours (on duty during lunch)
Laborers – forty (40) hours
Highway Equipment Operator/Truck Drivers – forty (40) hours
Highway Crew Leader/Equipment Operator – forty (40) hours
Waste Water Operators – forty (40) hours
Waste Water Maintenance Mechanic – forty (40) hours
Secretary – thirty seven and one half (37 ½) hours
Asst. Deputy Treasurer – (40 hours)
Deputy Tax Collector – (40 hours)
Assistant Deputy Tax Collector – (40 hours)

2. The pay period shall begin at 0700 hours Monday and shall end at 0659 hours Monday. The Town has the option to pay employees weekly or bi-weekly.

3. Employees shall work overtime when the same is necessitated by workflow requirements. The overtime rate (1.5 times the straight time hourly rate) shall be paid for all hours of work performed over forty (40) hours per week. Sick leave shall not constitute time worked in computing overtime. Holiday, vacation, and the initial seven (7) days covered by a workers' compensation claim during a twelve (12) month period shall count as hours worked for the computing of overtime. In the event that workers' compensation exceeds seven (7) days in any twelve (12) month period, any subsequent absence shall not count as hours worked for the computing of overtime. For example, if an employee is injured on the job, any absence up to seven days would count as hours worked for determining overtime. In the event the original workers' compensation claim extends beyond seven (7) days, any subsequent time during the twelve (12) month period would not count for calculating overtime. When an employee is called back to duty during an emergency while on vacation, hours worked shall be paid at time and one half (1.5).

4. The maximum hours worked, except in emergencies, shall not exceed two (2) shifts in a midnight-to-midnight period. Emergency short-notice situations for shift coverage may be arranged by the duly authorized agent of the department head. It will be the responsibility of the department head (~~or the lieutenant or sergeant as noted above~~ or the Department Head's designee) to arrange coverage for employees out sick, on vacation, and for any overtime. If a dispatcher notifies his/her supervisor two (2) hours or less prior to the beginning of the dispatcher's scheduled work shift that he/she may be absent due to sickness or emergency unforeseen circumstances, the supervisor shall require the on duty dispatcher to work the next shift or the first four (4) hours of said shift. In such an instance,

the dispatcher scheduled to work the subsequent shift shall be required to work the four (4) hours prior to the dispatcher's regular work shift. For example, if a dispatcher calls in sick, the on duty dispatcher will be "held over" for an additional four (4) hours and the dispatcher scheduled to work the shift after the sick dispatcher's shift shall be required to commence work four (4) hours prior to the beginning of that dispatcher's scheduled shift. Thus, the "in between" shift will be covered by two dispatchers.

5. Should the Town feel the necessity of changing the work schedule during the term of this Agreement, the Union shall be notified in writing two (2) weeks in advance of the work schedule change and the Town shall meet with the Union to discuss the proposed work schedule change prior to the effective date of the change.

6. When an employee works within another department, their hours will be added to his/her work week at his/her rate of pay. (overtime if appropriate).

B. Regular Duty Overtime

1. In cases of regular duty overtime for police, dispatchers, highway and waste water department workers, work is to be offered to the members of the bargaining unit within their department, by seniority and in rotation. Pay for this is to be at the applicable overtime for the employee performing the work. Police regular duty overtime - when the seniority and rotation list within the department bargaining unit has been exhausted, then any work vacancies remaining will be filled by police reserves based on a rotation and date of appointment as a reserve police officer. In the case of conflict where two or more persons may share the same appointment date, if the parties are full-time employees, date of hire to the full time positions will be the determining factor; for all other persons, alphabetical order will be the determining factor. Dispatcher regular duty overtime - When the seniority and rotation list within the dispatchers' bargaining unit has been exhausted, then any work vacancies remaining will be offered to qualified police officers. If no qualified police officer accepts the overtime opportunity, then the vacancy may be filled by a qualified substitute dispatcher. If a qualified substitute dispatcher does not volunteer, then the Police Chief shall require a regular dispatcher to work. Any patrol officer who fills a dispatcher vacancy shall be paid at the dispatcher's rate of pay. Any police sergeant who fills a dispatcher vacancy shall be paid at the wage rate of a patrol officer.

C. Slot Man System (Police Only)

~~1. In cases of extended leave coverage only, vacancies shall be offered first to qualified reserves before bargaining unit employees. Extended leave coverage shall be for mandatory training in excess of two weeks, attendance at the Police Academy and personal leaves of absence (including sick leave, workers' compensation, etc.) anticipated to be in excess of two (2) weeks.~~

~~2. In using the Slot Man System for extended leave coverage only, the Town may go outside the unit first to fill the vacancy, and if the Town cannot fill the slot, then bargaining unit employees shall be offered and paid the applicable rate of pay in accordance with the Agreement.~~

C. Dispatcher Overtime

~~1. In cases of vacation coverage, dispatchers shall be offered first the opportunity to cover a single week of vacation, i.e. five workdays. In the event that no dispatcher volunteers, then any work vacancies remaining will be offered to qualified police officers. If no qualified police officer accepts the overtime opportunity, then the vacancy may be filled by a qualified substitute dispatcher. If a qualified substitute dispatcher does not volunteer, then the Police Chief shall require a regular dispatcher to work by inverse order of seniority, i.e. the most junior available dispatcher. Any patrol officer who fills a dispatcher vacancy shall be paid at the dispatcher's rate of pay. Any police sergeant who fills a dispatcher vacancy shall be paid at the wage rate of a patrol officer.~~

12. In cases of extended leave coverage only, vacancies shall be offered first to qualified reserves before bargaining unit employees. Extended leave coverage shall be for mandatory training anticipated to be in excess of two (2) weeks and personal leaves of absence (including sick leave, workers' compensation, personal leaves of absences, etc. Vacancies resulting from vacations taken from September 16 through June 14, which are anticipated to be in excess of two (2) weeks shall be offered first to qualified reserves before bargaining unit employees.

23. The Town reserves the right to assign the "extra" shift to a qualified substitute.

E. Special Events

1. "Special Event" (weddings, auctions, dances etc.) will be first offered off a "special event" list to members of the bargaining unit in the Police Department , by seniority and by rotation, and then to Police Department employees who are qualified reserves by seniority and in rotation.

2. Individuals working special events for non-profits or a school shall be paid at that individual's rate of overtime pay, with a minimum of three (3) hours paid. Individuals working events for profit shall be paid time and one half at the rate of fifty dollars (\$50.00) per hour~~at the rate of the highest paid sergeant~~, with a minimum of three (3) hours paid. The Town shall also charge an additional amount to defer cost of Social Security, Maine PublicState Employee's Retirement System and Workers' Compensation. The hours worked at special events shall not constitute overtime work.

3. Events sponsored by or to benefit a volunteer fire company, KEMS or the Kennebunkport School shall be charged at the police officer's overtime rate.

F. Lunch

1. Dispatchers shall be allowed a thirty (30) minute lunch period away from their assigned area subject to the following:

a. The employee will be required to take the lunch period within the building; and

b. A qualified employee is available to cover the dispatcher's duties during the lunch period without incurring additional overtime or wage costs.

G. Work Schedule

1. Employees required to attend departmental meetings shall be paid for a minimum of two (2) hour or actual time at the meeting. The departmental meetings are not considered "CALL BACK" time.

H. Secretary

1. When a secretary replaces another position, the secretary shall be paid the appropriate rate of pay for that position, but in no case should the secretary receive less than the secretary's normal rate of pay.

I. Court Officer

1. The Court Officer employees will be responsible for dispatching court work and other clerical work. ~~Both parties agree that this employee must be a certified dispatcher to be put in the dispatch overtime rotation.~~

ARTICLE 13 - CALL BACK TIME

A. Any employee called back to work shall receive a minimum of four (4) hours pay at a time and one half (1.5) rate for the first call back within a twenty-four (24) hour period for work for which they are called back. If the employee is called back again within the four (4) hours call back time, he/she shall receive no additional compensation. However, if the employee is called back after the initial four (4) hour call back time has expired, the employee shall receive a second call back of four (4) hours pay at the time and one half (1.5) rate.

B. Any wastewater equipment operator required to perform job responsibilities on a weekend or holiday shall receive a minimum of two (2) hours pay.

C. In the event an additional employee(s) within the Highway Department or the Waste Water Treatment Facility may be required to be called in, the first called-in employee shall notify the employee's supervisor. The supervisor may decide to be the assisting person for a short-term work period - generally less than thirty (30) minutes - or the supervisor may authorize calling in additional personnel. [This provision is not applicable to employees within the Police Department; a different procedure exists for those employees.]

D. Each Department head shall maintain and post, by department, a rotation list for call back time.

ARTICLE 13B ~ ON CALL COMPENSATION FOR WASTEWATER EMPLOYEES

Any Wastewater Department employee who is assigned as on-call for a Monday through Sunday period shall be compensated at a rate equal to seven (7) hours at his /her regular rate of pay. In addition, if the on-call employee is called into work outside of regular hours during his/her on –call week , he/she shall receive a minimum of two hours pay at a time and one half (1.5) rate. The employee may choose to receive cash payment or the equivalent credit of compensation leave, subject to the determination or management.

ARTICLE 14 - COURT TIME FOR POLICE OFFICERS

A. Any employee covered by this Agreement who is required to attend court:

1. Outside of the employee's regular scheduled work shift shall receive a minimum of three (3) hours of pay at his/her applicable hourly rate for such attendance; or
2. Within regular scheduled work shift shall be compensated at the applicable hourly rate.

No Court time shall be allowed to any such employee who has been notified that his/her presence is not needed prior to the end of his/her shift on the day preceding a scheduled court attendance. If he/she is required to stay in attendance at such court for more than three (3) hours in any one day, he/she shall be paid for all actual hours spent that day provided however, that any and all fees, compensation or allowance to which any officer is or would be entitled to for such court time as provided for by statute or court order shall be turned over and paid to the Town and not retained by the Officer.

B. The Town will request the Clerk of Courts to pay amounts due Town police officers directly to the Town.

C. Court time shall include all administrative hearings.

ARTICLE 15 - WAGES

A. New employees may be hired at an appropriate level, i.e. start 6 months, 12 months, or 18 months, according to the employee's experience and training. The Start level shall be \$1.50/hour less than the current job rate. The six (6) month level shall be \$1 .00/hour less than the current job rate. The twelve month level shall be \$.50/hour less than the current job rate. The 18-month level shall be the current job rate and is detailed for each position below.

<u>Title</u>	<u>July 1, 2018</u>	<u>July 1, 2019</u>	<u>July 1, 2020</u>
	<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
<u>Police Sergeant</u>	<u>32.43</u>	<u>33.40</u>	<u>34.40</u>
<u>Detective</u>	<u>30.48</u>	<u>31.39</u>	<u>32.33</u>
<u>Patrol Officer</u>	<u>28.54</u>	<u>29.40</u>	<u>30.28</u>
<u>Dispatch Administrator</u>	<u>25.94</u>	<u>26.72</u>	<u>27.52</u>
<u>Dispatcher</u>	<u>24.27</u>	<u>25.00</u>	<u>25.75</u>

<u>AA to Chief</u>	<u>25.11</u>	<u>25.86</u>	<u>26.64</u>
<u>Lead Treatment Plant Operator</u>	<u>27.41</u>	<u>28.23</u>	<u>29.08</u>
<u>WW Mechanic</u>	<u>29.40</u>	<u>30.28</u>	<u>31.19</u>
<u>WW Plant Operator</u>	<u>25.83</u>	<u>26.61</u>	<u>27.41</u>
<u>WW EO</u>	<u>25.34</u>	<u>26.10</u>	<u>26.88</u>
<u>WW Laborer</u>	<u>17.74</u>	<u>18.27</u>	<u>18.82</u>
<u>Foreman</u>	<u>27.30</u>	<u>28.12</u>	<u>28.96</u>
<u>Equipment Oper./Truck Driver</u>	<u>23.88</u>	<u>24.60</u>	<u>25.34</u>
<u>Deputy Tax Collector</u>	<u>27.83</u>	<u>28.66</u>	<u>29.52</u>
<u>Assistant Deputy Tax Collector</u>	<u>21.74</u>	<u>22.39</u>	<u>23.06</u>
<u>Assistant Deputy Treasurer</u>	<u>23.65</u>	<u>24.36</u>	<u>25.09</u>

Title	1-Jul-14	1-Jul-15	1-Jul-16	1-Jul-17
	3.50%	3.00%	3.00%	3.00%
Deputy Tax Collector	24.73	25.47	26.24	27.02
Assistant Deputy Tax Collector	19.32	19.90	20.50	21.11
Assistant Deputy Treasurer	21.01	21.64	22.29	22.96
Secretary	21.01	21.64	22.29	22.96
Police Sergeant	28.82	29.68	30.58	31.49
Detective	27.08	27.89	28.73	29.59
Patrol Officer	25.36	26.12	26.90	27.71
Corporal	27.31	28.13	28.97	29.84
Court Officer / Dispatcher	22.31	22.98	23.67	24.38
Dispatcher	21.56	22.21	22.87	23.56
Dispatcher Administrator	23.04	23.73	24.44	25.18
Highway—Equipment Operator/Truck Driver	21.21	21.85	22.50	23.18
Grew Leader/Equipment Operator	22.37	23.04	23.73	24.44
Wastewater Mechanic	26.12	26.90	27.71	28.54
Wastewater Lead Operator	24.35	25.08	25.83	26.61
Wastewater Equip. Opr.	22.51	23.19	23.88	24.60
Wastewater Equip. Lic. 2,3,4&5	22.95	23.64	24.35	25.08
Wastewater Laborer	15.76	16.23	16.72	17.22

B. Compensation Time

The Town and Union agree on initiating a compensation time program as follows:

"Employees may elect to receive compensation time in lieu of overtime, with a maximum total accumulation of (6) six days at any given time. The employee must use a minimum of one (1) ~~four (4)~~ hours at a time, its use will require department head approval, and the Town reserves the right to pay the overtime". Employees may use a maximum of twelve (12) days of compensation leave in a calendar year.

C. Longevity Compensation

Effective July 1, 2012, employees shall receive an additional \$.10/hour increase after 5 years of continuous service. Employees shall receive an additional \$.25/hour increase after 10, and 15 years of continuous service. Employees shall receive an additional \$.35/hour increase after working 20 years of continuous service. An Additional \$.35/ hour increase after 25 years of continuous service. The longevity increase shall be added to base wages each time the employee is eligible for said increase (at 5, 10, 15, 20 and 25 years of continued service) and carried forward in the base rate of pay. The increase shall occur at each employee's hiring anniversary date at 5, 10, 15, 20, 25, and 25 years of continuous service.

D. Wastewater Employees

There will be a two tiered compensation for wastewater employees as follows:

No license, Licensed Certification 1 will equal base rate (currently WWEO licensed rate)

Wastewater Treatment Plant Operators with either a Wastewater Treatment Plant Operators 2, 3, 4, or 5 License will be base rate plus 2%.

ARTICLE 16 - HOLIDAYS

A. The following holidays shall be paid holidays for employees covered by this Agreement:

- | | |
|--------------------------------|---------------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King, Jr. Day | 9. Veterans Day |
| 3. President's Day | 10. Thanksgiving |
| 4. Patriots Day | 11. Day after Thanksgiving |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. <u>Employee's Birthday/</u> |
| 7. Labor Day | Personal Day |

B. In order to be paid for a holiday, an employee must work the last scheduled day before the holiday and the first scheduled day after the holiday or be on authorized leave. Holidays will be observed on the dates scheduled by the state and/or federal government.

C. Employees who are required to work a holiday shall be given an eight (8) hour personal paid day off or the applicable hourly rate for hours worked. Personal time days off shall be granted subject to a written request to the Department Head or Town Manager at least forty-eight (48) hours before the commencement of the day to be taken and shall be taken within thirty (30) working days following the holiday.

D. Any other time declared as a holiday or non-work day by the Town Manager or Selectmen for nonunion employees shall also be granted to all unit employees.

E. The Personal Day will be posted on January 1 of each year and must be taken during that calendar year. Personal days not used may not be carried over and have no cash value.

ARTICLE 17 - VACATIONS

A. Vacations with pay will be granted as earned in each calendar year (hereinafter called the vacation year) to eligible employees as follows:

YEARS OF CONTINUOUS SERVICE	DAYS OF VACATION
1	9
2	13
5	15
10	18
15	20
20	22
25	24

A. Vacation time will accrue on a weekly basis. The table below indicates the correct accrual based on years of service for a 40 hour work week. Those employees working less than 40 hours will be prorated in accordance with their schedule.

<u>Years of Service</u>	<u>Yearly Vacation Days</u>	<u>Actual Hours Accrued Weekly – 40 hour week</u>
<u>1</u>	<u>9</u>	<u>1.38</u>
<u>2</u>	<u>13</u>	<u>2.0</u>
<u>5</u>	<u>15</u>	<u>2.31</u>
<u>10</u>	<u>18</u>	<u>2.77</u>
<u>15</u>	<u>20</u>	<u>3.08</u>
<u>20</u>	<u>22</u>	<u>3.38</u>
<u>25</u>	<u>24</u>	<u>3.69</u>

~~B. The vacation schedule shall be posted December 1 of each year and remain posted through December 15 of that year. Each employee may submit a request for all or part of his/her vacation for Employees who choose not to select a vacation as described above shall select as prior practice dictates, but in no case shall that employee displace any employee who has selected a vacation as described above.~~

~~BA. A supplemental vacation schedule shall be posted June 1 of each year and remain posted through June 15 of that year. Each employee who did not submit a vacation request as set forth in~~

~~Section B above may submit a request for all or part of his/her vacation for the period July 1 through December 31. Vacations so requested shall be granted by seniority. Employees who choose not~~

~~to select a vacation as described above shall select as prior practice dictates, but in no case shall that employee displace any employee who has selected a vacation as described above. Vacation time will accumulate during the six (6) month probationary period and becomes available for use after probation ends.~~

~~C. D. Vacation schedules shall be submitted by the Department head and approved by the Town Manager. In case of conflict, vacations shall be granted by order of seniority. Accrued vacation days may be taken after six (6) months of service, with the permission of the Town Manager. Vacation schedules shall be submitted for approval to the appropriate Department Head. In case of conflict, vacations shall be granted by order of seniority. Accrued vacation days may be taken after six (6) months of service.~~

~~D. E. Police Department vacations may be scheduled during the period of June 15th through September 15th. A police officer who is scheduled for approved vacation for a period of one week or longer will not be ordered in to work from a day off immediately proceeding the start of the vacation, or on a day off that immediately follows the approved vacation, except for an extraordinary circumstance as determined by the Chief or Chief's designee. The Chief shall post the list April 1st of each year. The Chief shall also designate seven (7) weeks for vacation selection during June 15th through September 15th. Patrol Officers (including the Lieutenant and Sergeant) may request vacation up to a maximum of one (1) week within the seven (7) designated weeks. If there is any conflict in vacation requests, seniority shall be the sole determining factor for vacation selection. In the event that any of the seven (7) designated weeks are not selected, a second selection opportunity shall be allowed by the Chief. A request for an additional vacation time shall be granted provided it does not, in the judgment of the Police Chief result in an overtime cost to the Town. Any disagreement pertaining to the Chief's decision regarding an overtime cost may be appealed to the Town Manager by the Union's business agent. The decision of the Town Manager shall be final and may not be grieved. Police Department and Communications vacation procedures are outlined in Appendix A.~~

~~EF. If a holiday listed in Article 16 falls within the vacation period, an additional day of vacation will be granted with pay or the employee may elect to receive an additional eight (8) hours' pay in lieu of the day off. If an additional day is taken, the extra day must be taken immediately before or after as an extension of the vacation. During unpaid leaves of absence, no vacation days~~

will accrue. An employee may carry over up to a maximum of five (5) vacation days each year. The total accumulation shall not exceed twenty (20) days.

ARTICLE 18 - SICK LEAVE

A. Eligible employees shall earn one (1) working day of sick leave per month to accumulate to a maximum of four hundred eight (480) hours~~one hundred twenty (120) days~~, except that new employees shall complete the six (6) month probationary period before becoming eligible for the benefits of this Article. Sick leave shall be earned by an employee at the foregoing rate in any month in which the employee is compensated for forty (40) or more hours of actual work. For the purpose of this section, however, earned vacation time shall be considered as working time. Current employees who have in excess of 480 hours accumulated as of November 1, will be paid that time in accordance with the existing policy into their HRSA Account.

B. An eligible employee shall be entitled to sick leave pay when, by reason of "non service connected" disabling injury or illness, he is unable to perform any of the duties for which he is qualified.

C. Sick leave pay for up to three (3) consecutive days of sick leave shall be granted. The Town, at its discretion, may require that a request for sick leave pay for more than three (3) consecutive days or when an employee has used twelve (12) or more sick leave days within a contract year shall be accompanied by a written statement from the employee's physician showing the need thereof. If an employee is required to submit said written physician's statement, the cost of the physician's statement shall be borne by the Town. The employee shall, when and at the time requested, advise the Town of his medical status and his availability for work.

D. Family Sick Leave

~~An employee may elect to use up to forty (40) earned sick leave hours per contract year to care for members of the immediate family (spouse, children, parents) who are ill. An Employee may elect to use up to forty (40) hours of earned sick leave per calendar year to care for members of the immediate family (spouse, children or parents) who are ill.~~

Upon documentation of a qualifying family medical leave event affecting a member of the employee's immediate family (spouse, children or parents), an employee may utilize up to two hundred-forty (240) hours of earned sick leave during the term of that FMLA absence. This time must be taken within the FMLA leave of absence.

E. Beginning in calendar year 2010, the town agrees to provide to eligible employees a Health Care Saving Plan, as defined by, and in accordance with, the rules and regulations of the Internal Revenue Service. Employees eligible to participate will, at a date determined by the Town, be debited fifty- six (56) hours of accumulated sick leave and shall receive a cash credit equal to forty eight (48) hours at the employees rate of pay, provided the employee maintains a minimum of four hundred and eighty (480) hours of

accumulated sick leave, said cash credit to be paid by the Town into the employee's Health Saving Plan.

F. Upon retirement an employee shall receive the dollar value of fifty percent (50%) of the unused portion of his/her accumulated sick leave. Such payment not to exceed the dollar value of forty-five (45) days, that is, three hundred and sixty (360) hours of pay at the applicable straight time hourly rate. In order to qualify for this benefit the employee must retire in good standing with two (2) weeks' notice. For purposes of this agreement, retirement shall occur when any employee separates from his/her employment with the Town and is eligible to receive Social Security retirement benefit payments, receive Maine State Retirement System benefit payments or worked for the Town for a minimum of 10 consecutive years of service. Employees may elect to use any remaining unused sick leave for service credit, up to a maximum of 90 days, as permitted under Title 5 MRSA Section 18356, provided there is no additional liability to Town.

G. In the event of the death of an employee, one hundred percent (100%) of all unused sick leave shall be paid to his/her estate.

H. Maternity Leave

1. An employee shall be entitled to accumulated sick leave pay, accrued vacation leave, for disability pertaining to prenatal, postnatal and actual birth during pregnancy. The employee must leave work within twenty-four (24) hours after the doctor medically verifies that the employee is unable to perform the job. An employee is not required to return to work until the doctor verifies that the employee is able to return to work. Insurance will remain in effect throughout the pregnancy leave.

2. Any additional leave shall be covered in accordance with other applicable contract clauses of this Agreement. If the Town disputes the Doctor's verification, the Town reserves the right to request that the employee be examined by a qualified doctor of the Town's choosing. All costs incurred by the Town's request shall be borne by the Town.

I. Leave for the birth or adoption of a child shall be provided to eligible employees in accordance with the state and federal Family and Medical Leave Act.

ARTICLE 19 - BEREAVEMENT LEAVE

A. In the event of death in the immediate family of an employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments or to attend funeral services. "Immediate family" is hereby defined to include spouse, children, step children, parents, or step parents. Three (3) days leave of absence with full pay will be granted to make household adjustments or to attend funeral services of brothers, step- brothers, sisters, step-sisters, parents-in-laws, grandparents, grandchildren, and foster parents.

B. In the event of a death of aunts, uncles, nieces, nephews or other relatives (brother in law, brother of your spouse or your brother's wife) an employee shall be granted one (1) day off with pay to attend the funeral.

C. The Town Manager at their sole discretion may approve a request for more bereavement leave then is provided in this Article.

ARTICLE 20 - JURY PAY

A. The Town shall grant leave of absence to an employee called to jury duty or jury service and pay the Employee's difference between his regular pay during jury service. Employees must sign over to the Town their jury pay received from the Court system. and his jurors pay upon presentation to the Town of an official statement of jury pay received. Employees excused from jury duty must report back to work during their normal work or duty hours.

ARTICLE 21 - MILITARY LEAVE

A. An employee called to military leave in order to fulfill an obligation to military duty in the armed forces (National Guard or Military Reserves) shall be granted a leave of absence by the Town, for the necessary time, and without loss of seniority. The Town shall pay the difference between his regular (40 hours) pay and his military pay, if any, upon presentation to the Town of an official statement of military pay received.

ARTICLE 22 - LEAVES OF ABSENCE

A. A regular employee shall be granted a leave of absence without pay by the Department Head when approved by the Town Manager but for no period longer than thirty (30) days and shall be extended for like periods. Failure of an employee to return to work at the expiration of the leave without having arranged for an extension will be deemed a resignation. Full seniority rights shall be maintained during the absence. Local 340 shall be notified in writing of any such leave of absence within one (1) week of the effective date if possible. If due to emergency the leave of absence is granted, notification to Local 340 will be made as soon as possible thereafter. There shall be no accumulation of benefits while an employee is on leave of absence

ARTICLE 23 - MEDICAL INSURANCE

A. The Town's participation in the cost of Maine Municipal Employees Health Trust (MMEHT) Comprehensive Insurance's Point of Service C Plan or an equivalent plan will be shared by the Town and employee. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

Town Share

Employee Share

93%

7%

Effective January 1, 2013, medical insurance offered to employees by the Town shall be the Maine Municipal Employees Health Trust (MMEHT) PPO 500 plan. The Town shall fund 100% of the employee's deductible and 100% of the employees' Maximum Out-of-Pocket expense through a Health Reimbursement Account (HRA). The Town may offer a medical insurance plan other than the MMEHT PPO 500 plan so long as the alternative plan is equivalent to the PPO 500 plan, and that it includes an HRA for employees that funds 100% of both the employee's ~~deductible~~ deductible and the employee's Maximum Out-of-Pocket expense. The employee and Town share of the cost of the medical insurance premium for all coverage options shall be as follows:

	Town Share	Employee Share
Effective January 1, 2013	90%	10%
Effective July 1, 2013	88%	12%
Effective July 1, 2014	85%	15%

0

Any health insurance premium paid by the employee shall be on a pretax basis pursuant to the rules and procedures of a Section 125 plan of the Internal Revenue Service.

B. In the event that the Town elects to change insurance carriers, a representative of the new insurance company will meet with the employees to explain coverage and policies.

C. Cash-In-Lieu-Of Option

1. In the alternative, if an eligible employee, ~~at the beginning of each year covered by this Agreement during annual open enrollment period~~ elects not to participate in the Town provided medical insurance coverage and ~~provides proof of coverage documents~~ that he/she ~~under another group health insurance plan is otherwise covered~~, or if an eligible employee elects coverage at a level less than the employee is eligible for as a result of his/her family situation, the Town will reimburse the employee as follows: the reimbursement rate for an employee who is eligible for employee / child coverage is \$426 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$769 per month. Effective July 1, 2013, the reimbursement rate for an employee who is eligible for employee /child coverage is \$414 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$747 per month. Effective July 1, 2014, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$393 per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$704 per month. Effective June 30, 2015, the reimbursement rate for an employee who is eligible for employee/ child coverage is \$365

per month and the rate for an employee who is eligible for family or employee /spouse coverage is \$650 per month.

For new enrollees the buyout benefit is \$5,000 per year for full family or employee/spouse and \$2,750 per year for employee/child benefit. The benefit is payable on a monthly basis. *(This provision will include current employees who do not now receive the buyout. If a current employee now receiving the buyout changes status in the future to be covered by the health plan they would be considered a new enrollee if they later choose to once again receive the buyout.)*

2. In the event that a participating employee has a bona fide status change that would permit reentry into the Town's health insurance program during any year that the employee has elected this option, the cash benefit shall cease upon the effective date of the employee's re-enrollment. A "bona fide status change" shall meet the definition as contained in the rules and procedures of a Section 125 plan of the Internal Revenue Service, such as a change in marital status or the birth of a child.

D. The Life Insurance coverage provided by the Town's current provider of health insurance shall not be a requirement if the Town changes carriers.

ARTICLE 23A – DENTAL INSURANCE

A. The Town agrees to provide dental insurance coverage to eligible employees under the Town's dental insurance plan. ~~The Town shall pay 40% of the cost and the employee shall pay 60% of cost of the dental insurance premium for the coverage elected by the employee.~~ Effective January 1, 2013 the Town and the employee shall each pay 50% of the cost.

ARTICLE 23B – FLEXIBLE SPENDING ACCOUNT

B. The Town shall provide, under the Internal Revenue Service Code of 1986 as amended, a Medical Care Flexible Spending Account (FSA) under IRS code Section 105 and a Dependent Care Flexible Spending Account under IRS code Section 129. These FSA benefits are available at the employee's option. All contributions to either a medical care FSA or a dependent care FSA are the employee's sole responsibility and obligation. The Town shall pay for the cost of administration of the employee medical care or dependent care FSA through a third party administrator of the Town's sole choice.

ARTICLE 24 - RETIREMENT AND SOCIAL SECURITY

Eligible employees may elect to participate in one of the following retirement plans:

1. Maine Public Employee's State Retirement System's Defined Benefit Plan, with C.O.L.A. starting in July 1, 2006. Participation shall be subject to rules and regulations of the options selected by the Town. Employees electing this Defined Benefit plan may also elect to participate in a Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to a maximum two percent (2%) of the employee's income.

2 A Deferred Compensation Plan (Plan 457) with the Town matching employee contributions up to Six percent (6%) of the employee's income. Participation shall be limited to employees who elect not to participate in Options 1.

The above provisions are subject to change at any time as required by changes in applicable laws or regulations and/or changes in the provisions of the retirement system or plan referred to, and are subject to the requirements of said retirement system, plan document or the Internal Revenue Code.

The Town shall participate in the Social Security program (FICA).

ARTICLE 25 - COMPENSATION CLAIMS

A. The Town agrees to provide Workers' compensation coverage for employees covered by this Agreement.

B. Any employee who sustains a personal injury or compensable illness arising out of and in the course of Town Employment shall be paid for each week of total incapacity from work resulting from the injury or illness an amount sufficient, added to weekly payment of Workers Compensation paid in accordance with the laws of the State, to equal his/her net weekly wage. These payments will continue for fifty-two (52) weeks from the date of the accident provided that the employee involved is receiving compensation for total incapacity under the Workers' Compensation Laws of the State of Maine. The Town reserves the right to assign the employee to light duty in order to reduce or eliminate such payments, pending medical advice. Payments made by the Worker's Compensation Insurer shall be signed over to the Town when they are received by the employee.

C. The Town may terminate any ill or injured employee (a) who refuses to participate in a Return to Work Program despite having received medical clearance to do so; (b) who has failed to return to his/her-regular work position, modified or otherwise, for a period of at least fifteen~~twenty-one~~ (15)~~24~~ months from - the date of injury (including participation in the Return to Work program), or (c) upon written certification from the employee's attending physician that there no longer exists an expectation that the employee will be able to return to his/her regular position. The Town reserves the right in any such instance to require the employee to be examined by the Town's physician at the Town's expense. The employee will receive at least a ninety (90) calendar day notice of the Town's intention to terminate the employee, except in any instance in which an employee refuses despite medical clearance to participate in the Return to Work Program.

D. Employees who are discharged under this provision shall continue to retain all reinstatement rights as provided by law. The Town and the Union agree that in the event of reinstatement, the employee shall retain all seniority and benefits accrued at the time of severance from employment, e.g. seniority in classification, accrued sick leave, vacation entitlement. However, vacation and sick leave will not be available until the employee has been re-employed for six (6) months.

ARTICLE 26 - GRIEVANCE AND COMPLAINT PROCEDURE

A. A grievance is hereby jointly defined as any dispute, controversy or misunderstanding which may arise under the interpretation or application of this Agreement. A complaint is hereby defined as a potential grievance.

Step 1. Employees will first discuss a complaint with the Department Head as it evolves (or within 5 working days). The answer at this step may be given orally.

Step 2 If the complaint is not resolved at step 1, the employee will reduce such complaint to writing and submit to the department head. The department head shall discuss the grievance with the grievant, the steward or alternate and other appropriate personnel within three (3) working days and the Department Head will provide a written reply within three (3) working days of the discussion with the employee and Steward or Alternate and will provide copies to the respective parties. The Steward or Alternate shall be present at Step 2.

Step 3. If the Department Head has not resolved the complaint at Step 2, the complaint will be referred to the Town Manager in writing as a formal grievance. Town Manager shall meet to discuss the grievance with the grievant employees and the steward and other appropriate personnel, within five (5) workings days of receipt of the written complaint. The Town Manager shall provide a written reply to the employee and the Steward within five (5) working days of the meeting, as well as a copy to the Business Agent within five (5) working days of the meeting. The Steward shall submit any unresolved grievances (in writing) to the Union Business Agent, within five (5) working days. Within ten (10) working days of receipt of the Town manager's written decision the Union Business Agent may, in the event that the decision is not acceptable to the Union, meet with the Town Manager to seek a resolution of any unresolved grievances, or the within twenty (20) working days of receipt of the decision, file a request with the State mediation and Conciliation Service for Arbitration to resolve the grievance in accordance with the Maine Public Employees Labor Relations Act (Chapter 9-A title 26).

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

B. Expenses for the arbitrator services and the proceedings shall be borne equally by the Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

C. The time limits for the processing of grievances may be extended by written consent of both parties.

D. All grievances shall be initiated no later than ten (10) calendar days after the occurrence of the event giving rise to the grievance, thirty (30) calendar days if economic issues are involved.

E. Should the Town feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the Town may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at step 3 with the Union Business Agent.

ARTICLE 27 - DISCIPLINE AND DISCHARGE

A. The Town may adopt disciplinary rules and work rules that will be posted from time to time during this Agreement. All rules or amendments thereto shall be forwarded to the Union Stewards and Local 340 at least thirty (30) days before the implementation of the new rules and regulations. All suspensions and discharges of a non-probationary employee shall be for "just cause." Reasons for suspensions or discharges shall be stated in writing to the affected employee(s), Stewards and Local Union office within one (1) day of the action. "Just Cause" as used above, means that proper and sufficient reasons must exist before the Town can discipline or discharge an employee.

B. Any employee discharged or who voluntarily quits or retires shall be paid all back wages owed on the next regular pay day.

C. All discipline infractions placed in an employee's file for an infraction which is less than a suspendable offense shall be purged as an active employment offense from the file if that disciplinary offense is not repeated within the next (24) months, except that in the case of a discharge, the Town may reference any discipline imposed within the three (3) year period prior to the discharge. ~~Any serious offense (suspension but less than dismissal) shall be purged as an active employment offense from the file if no reoccurrence of that same offense is committed by an employee within an eighteen (18) month period, except that in the case of a discharge, the Town may reference any discipline imposed within the three (3) year period prior to the discharge.~~ All employee personnel files shall be confidential and will be open to review by the employee with the Town Manager or his designee present at the time of review. ~~After the three (3) year period has elapsed, the disciplinary infraction(s) placed in the employee's file shall be expunged from the file.~~

D. A discharged or suspended employee must advise his Local Union in writing within five (5) working days after receiving notification of such action taken against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Town in writing within ten (10) days from the date of discharge or suspension.

ARTICLE 28 - SEPARATION FROM EMPLOYMENT

A. An employee who quits, is discharged, dies or retires will promptly thereafter receive all monies due including the full vacation allowance and holiday allowance to which he may then be entitled. All employees shall provide a written notice of intent to separate from employment ten (10) working days prior to termination of employment.

ARTICLE 29 - WORK ASSIGNMENTS

A. No bargaining unit position shall be eliminated by assigning the work to supervisory personnel.

ARTICLE 30 - EXTRA CONTRACT AGREEMENTS

A. The Town agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 31 - SUBCONTRACTING

A. Subcontracting shall not reduce the number of positions in the bargaining unit.

ARTICLE 32 - PROBATIONARY PERIOD

A. All new employees, other than police officers, shall be required to complete a six (6) month probationary period starting from the date on which they entered active employment.

B. New police officers shall be required to complete a twelve (12) month probationary period starting on the date on which they entered active employment, unless said employees are required to attend the Maine State Criminal Justice Academy, in which case said twelve (12) month period shall commence upon the date of graduation from the Academy.

C. Employees with satisfactory performance recommendations from the department heads, approved by the Town Manager, will become full time regular employees.

D. Vacation and sick leave will accumulate during this six (6) month period and become available after probation ends.

ARTICLE 33 - UNIFORMS/WORK CLOTHES

A. The Town agrees to provide uniforms to sergeant and patrol officers on an "as needed" basis. The Town agrees to replace uniforms on an "as needed" basis provided a list of uniform needs is presented to the Police Chief on September first (1st) of each year by the employees. The Town agrees that eyeglasses, dentures, contact lenses and hearing aids lost, damaged or destroyed while on duty are replaced/reimbursed per past practice.

Full Time Officer Uniform List

2 pair pants summer weight	1 sweater
2 pair pants winter or mid weight	1 raincoat
2 uniform shirts summer weight	1 hat
2 uniform shirts winter weight	1 pair shoes or boots
1 spring - fall weight jacket	

Replaced on an "as needed" basis

The Town will supply shirts of the appropriate seasons, and year round weight pants to the dispatchers and replace on an "as needed" basis. All uniforms remain the property of the Town.

Dispatcher Uniform List

2 summer shirts	2 pair all-season slacks
2 winter shirts	

Work clothes will be replaced on an "as needed" basis, and all dispatches will be required to wear the same style of shirt and slacks.

B. The Town will replace ballistic vests as recommended by manufacturer's warranty. The ballistic vests shall be replaced on an "as needed" basis.

C. The Town will supply protective clothing and equipment (such as safety boots, gloves, outer garments, and coveralls as per past practice) to the Highway Department and the Waste Water Treatment Facilities and such protective clothing and equipment shall be replaced on an "as needed" basis. The Town agrees that eyeglasses, dentures, contact lenses, and hearing aids which are lost, damaged, or destroyed while on duty (excluding rest breaks and lunch) will be replaced/reimbursed at the Town's expense up to a value of \$1,000 provided that such loss or damage was not caused by the employee's own negligence, recklessness, or horseplay.

D. The Town agrees to provide uniforms to Waste Water Plant personnel (as per past practice) to replace on an "as needed" basis.

E. The Town agrees to provide the Detective with a plain-clothes allowance of up to \$350.00 per year. Said clothing and method of payment shall be approved by the Chief of Police. If the Detective requires any patrol uniform additions or replacements, the cost of these items shall be deducted from the \$350.00 annual allowance.

F. The Town will provide each employee of the Highway Department with five (5) sets of uniforms per year including a cleaning rotation service. Uniforms will be pants and shirt.

ARTICLE 34 - EXAMINATIONS

A. Physical examinations required by the Town shall be promptly complied with by all employees provided; however, the Town shall pay for all such examinations. Examinations shall not be used to harass the employee.

B. The Town reserves the right to select its medical examiner or physician and the Union may, if it believes an injustice has been done to an employee have said employee reexamined at the employees expense. In the event of a disagreement as to the doctor's opinions as to whether the employee is fit for duty, the doctor selected by the Town and the doctor selected by the Union shall together select a third doctor within thirty (30) days whose opinion shall be final. The third Doctor expense shall be borne equally by the Town and the employee.

ARTICLE 35 - RIGHT OF EQUAL OPPORTUNITIES

A. There shall be no discrimination against any person seeking employment or employed by the Town of Kennebunkport because of any consideration of race, religious creed, sex, national origin or disability.

B. This right of equal employment opportunity extends to recruitment, hiring selection, transfer, promotion, training, discipline and other conditions of employment.

~~C. It is the responsibility of each supervisor or department head and the Town Manager to assure the application of this equal employment opportunity policy in the area of their jurisdiction. The Town and the Union agree that neither of them will discriminate against any employee because of race, creed, color, age, sex, sexual orientation, national origin, physical disability, mental disability or marital status.~~

D. The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 36 - SEPARABILITY AND SAVINGS CLAUSE

A. If any provision of this Agreement shall be contrary to any law such invalidity shall not affect the validity of the remaining provisions. The Town and the Union agree to meet and negotiate a replacement clause within thirty (30) days of the declaration of invalidity of any such clause.

ARTICLE 37 - STRIKES AND LOCKOUTS

A. In conformity with the Maine Municipal Public Employees Labor Relations Act, Chapter 9-A, Title 26 (revision of 1975) Sec. 964 (2)C, and with regard to public health and safety, there shall be no strike, slowdown or work stoppage.

B. The Town recognizes its responsibilities under the Maine Municipal Public Employees Labor Relations Act and agrees there will be no lockout of employees.

ARTICLE 38 – TRAINING and LICENSES

A. Each Police Officer or Dispatcher shall receive training at the discretion of the Chief of Police. The employee will receive his or her regular weekly salary during periods designated as training periods or actual time spent in training, including travel time to and from the training facility, whichever is higher, as governed by applicable state and/or federal laws or regulations.

B. Any employee assigned to work related schooling or training will be paid at the applicable regular hourly rate for all hours of said training and schooling.

C. Any employee required to travel in his or her own vehicle to and from any training program or school shall be reimbursed for travel mileage at the IRS established state rate or \$.50 per mile or the currently rate set by the Town Personnel policy, whichever is higher, in addition to meals, lodging, and other related expenses. The employee shall submit receipts to the Chief/Department Head for expenses incurred.

D. When notice of training schools available to Police Officers are received by the Chief, the Chief or his/her designee shall post a notice of such schools as soon as possible. Such notice may include a statement regarding whether such training may be eligible for approval of attendance of Police Officers or Dispatchers under the provisions of this Article. Police Officers or Dispatchers may express their interest in attendance at any appropriate training school. The Chief shall select from the qualified applicants for approved schools based on departmental needs and evaluations of the relevance of the training offered.

E. Employees shall maintain all necessary licenses and/or certifications necessary to perform the following required job responsibilities:

Communications: Certified Terminal Operator Emergency Medical Dispatch (where required)

Police: Law Enforcement Officer's License, Class C driver's license: Patrol officer, Corporal, Sergeant, Detective

Highway Department: Equipment Operators/Truck Drivers and Crew Leader/Equipment operator: Class B driver's license

Wastewater: Class C driver's license

ARTICLE 39 - POLYGRAPH

A. No employee will be required to take a polygraph. Employees are free to volunteer to take a polygraph.

ARTICLE 40 - AUTO INSURANCE.

A. In the event that an individual employee becomes uninsurable under the Town's fleet automobile insurance, and no non-driving work is available, the Town would have just cause to discharge said employee, unless an assigned risk policy is available. In the event said policy is indeed available, the cost would be deducted directly from employee's pay on a weekly basis in an amount equal to 1/52 of the yearly cost.

B. In order for deductions to be made, any employee affected must sign an authorization form for the amount equal to 1/52 per week of the yearly cost. Failure to sign said authorization form would leave the Town no choice but to discharge said employee.

ARTICLE 41 - MISCELLANEOUS

A. USE OF TOWN'S VEHICLES FOR PERSONAL USE

No employee may use municipal vehicles for personal use, including commuting to and from work, or for being transported to or from work, unless authorized by the employee's department head. Under no circumstances shall any personal use of municipal vehicles constitute an employee benefit.

B. RESPONSE TIME

1. In the event the Highway Superintendent determines that a quick response time situation exists, such as emergency road conditions, the Superintendent may select another employee from the overtime list if the entitled employee cannot respond in thirty (30) minutes. In such a case, the selected employee shall rotate to the bottom of the overtime list, and the employee "passed over" shall remain at the top of the overtime list. During the course of the year, the Highway Superintendent shall, to the extent possible, attempt to equalize the distribution of overtime.

2. Any new employee hired after January 1, 1997 in a time-sensitive position within this bargaining unit is required to respond to work within forty five (45) minutes from notification, unless this provision is waived by the Town Manager. The following position

are time sensitive: Patrol officer, Corporal, Sergeants, Corporals, Detective, Dispatcher Administrator, Dispatcher, Laborers, Highway Equipment Operators/Truck Drivers, Wastewater Plant Operators, Wastewater Maintenance Mechanic and Court Officer / Dispatcher

C. EDUCATION REIMBURSEMENT

~~The Town agrees to reimburse Unit members thirty five percent (35%) of the costs associated with required books and tuition for higher education courses. Employees must receive prior written approval from the Town Manager and a grade of B (or equivalent) or higher.~~

~~To be eligible for this reimbursement, it is the responsibility of Unit members to notify their Department Head and Town Manager in writing of their intention to participate no later than October 1st of each year for reimbursement in the ensuing fiscal year beginning July 1st. Reimbursement shall be limited to twelve (12) credit hours (or equivalent) per member per year. Department Heads will report by December 31st of each year all such requests and his/her recommendations for budget consideration. Said reimbursement will be made only if funds are provided for that purpose in the annual budget. Any final determination of course or program eligibility shall lie with the Town Manager. Reimbursement will be made following completion of the approved course with verification of the grade submitted to their Department Head and Town Manager.~~

The Town of Kennebunkport will fund educational assistance for job related courses provided by an accredited institution for full time employees. The determination of job relatedness shall be at the sole discretion of the Town Manager. Employees must receive prior approval from the Town Manager before the courses will be considered for reimbursement. Budgetary constraints will be a reason considered when deciding on reimbursement. Employees must have successfully completed their probationary period and received prior approval of courses. An employee may be reimbursed for no more than eight (8) credit hours in any one semester. The maximum reimbursement per credit hour will be consistent with the cost per credit hour charged by the University of Southern Maine. The Town will reimburse 100% of tuition costs for a grade of A; 75% for a grade of B; and 50% for a grade of C.

ARTICLE 42 - DURATION OF AGREEMENT

A. This Agreement shall be effective from July 1, 2018² and it shall remain in full force and effect until June 30, 2021⁴⁵, except that the salary shall only be retroactive for bargaining unit members employed as of its signing date. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and effective during the period of negotiations.

B. In the event that either party desires to terminate this Agreement, written notice of desire to cancel or terminate the Agreement must be given to the other party not less than sixty (60) days prior to the

D. If a notice is given in accordance with the provisions of this section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

Traci St. Clair~~Ray Gote~~, Business Agent

APPENDIX A

A. Police Department/Communications vacations: Because Police Department and Communications personnel are part of a 24 hour/ seven day a week operation vacation scheduling can be difficult during the summer months. As such, time off may be scheduled during the period of June 15th through September 15th dependent on operational requirements deemed necessary by the Chief of Police. Any vacation request between June 15th and September 15th may not be longer than one work week (40 hours) plus regularly scheduled days off. The Chief of Police has sole discretion to grant longer amounts of vacation time due to a special situation between June 15th and September 15th to an individual after looking at current vacation listings as well as operational needs. A police officer who is scheduled for approved vacation for a period of one week or longer will not be ordered in to work from a day off immediately preceding, the start of the vacation, or on a day off that immediately follows the approved vacation, except for an extraordinary circumstance as determined by the Chief or Chief's designee.

B. Police Department/Communications yearly time-off requests: At the beginning of November each year, time-off requests for the upcoming calendar year will be accepted by the Chief of Police for consideration. The Kennebunkport Police Department Vacation/Time-Off form shall be used for the upcoming year requests. (SEE ATTACHMENT). The requester shall fill in those days which are desired as time-off and the following procedure will be followed.

First, the forms shall be put in order of seniority (police and communications separate). The Deputy Chief or his designee will go down the pile granting vacations in each individual category starting with two weeks followed by one week, then individual days where applicable.

C. It is understood that it may be impossible to know when scheduled time-off will be needed as such during the calendar year short notice vacation/time-off may be granted by following this procedure:

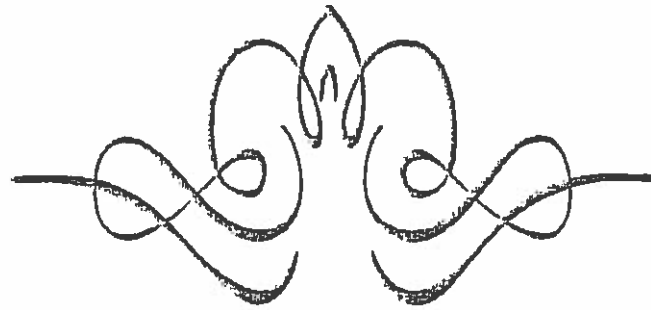
Time-off known 14 days or more: The request may be filled by posting the vacancy for seven (7) days for voluntary sign-ups. The vacancy will be filled by using the current rotating overtime list. Full-time officers shall be given preference to the vacancy. If no full-time officer signs-up, then other qualified Kennebunkport officers or reserves may be used.

If no one voluntarily signs up for the vacancy after seven (7) days, then applicable working officers will be ordered in for four (4) hours and ordered over for four (4) hours. Should officers be unable to be ordered for four (4) hours due to scheduling conflicts an available working officer may be ordered for eight (8) hours to cover the vacancy. A current rotating order list shall be used ensuring the last ordered working officer is used.

Time-off known less than 14 days: The request may be conditionally granted upon calling the current rotating overtime list. Should no one accept the overtime after calling the current overtime list, the time-off request may be granted by the Chief of Police after considering the current schedule and operational requirements. If the time-off request can be granted, the procedure above will be followed using the current order list.

Last minute vacancies caused by illness or emergency: Should a vacancy be caused by last minute absence, the voluntary rotating list shall be called if time allows, then, the order in for four (4) hours and order over for four (4) hours as indicated above shall be used by referring to the current rotating order list.

In no way do the above procedures require the Chief of Police to grant time-off due to operational requirements.



Agenda Item Divider





6

VantageCare Retirement Health Savings (RHS) PLAN AMENDMENT PACKET

To amend your existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amendment to ICMA-RC, please summarize the changes in your cover letter.

Please note that ICMA-RC does not require the use of a resolution to amend the plan. Should you require legislative action, you may use the Suggested Resolution for Amendment on the following page. If you do not require legislative action, you may complete the Suggested Affirmative Statement for Amendment which follows.

Once the amendment is completed, retain a copy for your records and send the original with the cover letter and either the resolution or the affirmative statement to ICMA-RC as follows:

Via Mail
ICMA-RC
Attn – New Business Services
Suite 600
777 North Capitol Street, NE
Washington, DC 20002-4240

Via Facsimile
202-962-4601
Attn – New Business Services

You will receive notification that your amendment has been received and accepted.



**EMPLOYER VANTAGECARE
RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

**VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS)
ADOPTION AGREEMENT**

Plan Number: 8 01313

Select as applicable: ☐ Standalone RHS ☐ Integrated RHS ☒ Amendment to Existing Plan ☐ New Plan

I. Employer Name: Town of Kennebunkport State: ME

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Effective Date _____

B. Plan Year: Enter the annual accounting period for the RHS program. July 1 to June 30

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☐ Public Safety Employees – Police
- ☐ Public Safety Employees – Firefighters
- ☐ General Employees
- ☒ Collectively-Bargained Employees (Specify unit(s)) Group 2
- ☒ Other (specify group(s)) Non-union Group 1

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: _____

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings*
- ☐ \$ _____ each Plan Year
- ☐ A discretionary amount to be determined each Plan Year
- ☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☒ Accrued Sick Leave Group 1 = 85% of hours over 200 to a max of 8 days/yr.
- Group 2 = 85% of hours over 480 to a max 7 days/yr.
- ☐ Accrued Vacation Leave _____

- ☒ Other (specify type of leave) Accrued _____ Leave

A one time contribution to bring both groups down to their max of 200 or 480 on 11/1/18

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

- ☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.
- ☐ _____ % of earnings
- Definition of earnings: ☐ Same as Section VI.A. ☐ Other
- ☐ \$ _____ for the Plan year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

- ☒ The account is 100% vested at all times.
- ☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.**

*Definition of retirement includes a separation from service component and is further defined by (check one):

- ☐ The primary retirement plan of the Employer
- ☒ Separation from service
- ☐ Other _____

- C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.**

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall be revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

- ☐ Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**
- ☒ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**
- ☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**
- ☐ Revert to the Employer via check.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

- ☐ At retirement only (also complete Section B.)
Definition of retirement:
 - ☐ Same as Section VII.B.
 - ☐ Other _____
- ☒ At separation from service with the following restrictions
 - ☒ No restrictions
 - ☐ Other _____

B. Termination prior to general benefit eligibility: In case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

- ☐ Immediately upon separation from service
- ☐ Other _____

C. A Participant that becomes totally and permanently disabled

- ☒ as defined by the Social Security Administration
- ☐ as defined by the Employer's primary retirement plan
- ☐ other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

** If the Employer's RHS Program does not limit eligibility to participants who have separated from service, the employer will be required to provide further direction to ICMA-RC regarding the treatment of possible contributions that are required to be made following the participant's waiver.*

*** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to employer's forfeiture account for further direction from the employer. If there are participants without a balance who should receive forfeiture assets, please provide alternative instructions to ICMA-RC on the forfeiture reallocation notice.*

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin).
- ☐ The following Medical Expenses eligible under IRC Section 213 other than (i) direct long-term care expenses, and (ii) expenses for medicines or drugs which are not prescribed drugs (other than insulin). Select only the expenses you wish to cover under the Employer's welfare benefits plan:
 - ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilizing the remaining balance to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into VT II Cash Management Fund** (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

*** Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money. For additional information regarding the Fund, including a description of the principal risks, please consult the VantageTrust II Funds Disclosure Memorandum and fund fact sheets, which is available when you log in at www.icmarc.org or upon request by calling 800-669-7400.*

If the plan's default fund is not the VT II Cash Management Fund, please read the disclosure materials or prospectus applicable to the default fund.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *VantageCare RHS Adoption Agreement*.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *VantageCare Retirement Health Savings Employer Manual*.

XIII. Employer Acknowledgements

A. The Employer hereby acknowledges it understands that failure to properly fill out this *VantageCare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

B. ☐ Check this box if you are including supporting documents that include plan provisions.

EMPLOYER SIGNATURE

By: _____

Date: _____

Title: _____

Attest: _____

Date: _____

Title: _____



SUGGESTED RESOLUTION FOR AMENDMENT

AND

SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT

**SUGGESTED RESOLUTION FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: 801313

Name of Employer: Town of Kennebunkport State: Maine

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

I, Tracey O'Roak, Clerk of the Town of Kennebunkport, do hereby certify that the foregoing resolution, proposed by The Board of Selectmen, was duly passed and adopted in the _____ of the _____ of _____, at a regular meeting thereof assembled this 25th day of October, 2018, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: Town Clerk

Date: 10/25/18

**SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM**

Plan Number: _____

Name of Employer: _____ State: _____

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan serves the interests of the Employer and its Employees; and

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

AMEND the Employer's Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

DATE: _____

Title of Designated Agent

Signature



Agenda Item Divider





KENNEBUNKPORT WASTEWATER DEPARTMENT

Memorandum

Date: 10/22/18

To: Laurie Smith

From: Michael Claus *Michael Claus*

Re: Updated Wastewater Bond Funding – Engineering Contract for Remaining Bond Fund Projects

Kennebunkport Public Works has reviewed proposals submitted in response to our RFP for Engineering Services for Bond Funded Wastewater Project Engineering. We recommended that this engineering work be awarded to Wright Pierce. We have drafted a contract that has been reviewed by our Town Attorney and signed by Wright Pierce. We are requesting the Selectmen's approval to enter into this contract for an amount not to exceed \$174,800.

The tables below represent the fee breakdown for both RFQ submittals.

Wright-Pierce Fee Breakdown

Task	Suggested Fee	Notes
Fiscal Sustainability Plan	15,000	Not including Town cost to purchase software, perform condition assessment, or purchase equipment
Climate Adaptation Plan	\$20,000	\$0 cost to Town, 100% paid through principal forgiveness
Wastewater Related Upgrades		
Condition assessment, pipe capacity analysis, tech. memos, cost, estimates	\$18,300	
Preliminary and Final Design	\$75,700	
Bidding	\$6,000	Does not include costs for public advertisement
Construction Phase Services	\$39,800	Includes listed const. phase services and 160 hours of resident project representative time @\$75/hr*
Total	\$174,800	

* Wright-Pierce can provide more or less RPR time, pending discussion with the Town about the level of RPR coverage desired by the Town once the project design is completed.

KENNEBUNKPORT WASTEWATER DEPARTMENT

Woodard Curran Fee Breakdown

Task	Suggested Fee	Notes
Fiscal Sustainability Plan	\$38,800	
Climate Adaptation Plan	\$19,200	
Five (5) Town Meetings	\$7,200	
Study and Preliminary Design	\$15,000	
Final Design and Bid Phase	\$50,000	
Construction Phase Services	\$50,000	
SRF Compliance and Reporting	\$5,000	
Hydraulic Capacity Model Wastewater Treatment Plant	\$7,500	
Hydraulic Capacity Model Collection System	fee to be negotiated	
Total	\$192,700	

Kennebunkport Wastewater Bond Fund (DWSRF/CWSRF Project # C230076-04A&B)		
Collection & WWTP Bond Projects		Project Cost
Engineering services: Design, Bid, Shop Drawings, Residence Services	\$	121,500.00
Cape Porpoise Valves	\$	6,277.28
Influent Pumps & Valves; Influent Pumps	\$	12,290.00
Effluent Pumps	\$	74,100.00
Effluent Valves	\$	18,285.00
Installation for above two items	\$	90,324.00
Secondary Clarifiers Rotating Assembly (2 Required)	\$	260,000.00
Clarifiers Installation	\$	80,000.00
Plant Generator Purchase	\$	99,244.00
Bond Study Costs		
Engineering Study for Fiscal Sustainability and Climate Adaptation	\$	35,000.00
Engineering Study for Wastewater System Capacity Analysis	\$	18,300.00
GIS Upgrade	\$	9,900.00
Contingency	\$	28,502.65
Total Remaining Bond Fund Expenditure	\$	853,722.93
Completed Chicks Creek & Green Street Pump Station Project Costs	\$	1,166,277.07
Total Bond Funding	\$	2,020,000.00

Note: Shaded Costs represent non-contracted project estimated costs based on staff and vendor estimates.



Agenda Item Divider



10

Kennebunkport Public Health

October 11, 2018

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

Please accept this generous gift of \$2000.00 from St Ann's Episcopal Church, Kennebunkport to the general needs account # 1-320-06.

Thank you!

Alison Kenneway RN, BSN

Kennebunkport Public Health

**St. Ann's Episcopal Church
P.O. Box 44
Kennebunkport, ME 04046**

Date: September 25, 2018

Alison Kenneway RN,BSN
Kennebunkport Public Health
101A Main Street
Kennebunkport, ME 04046

Dear Ms Kenneway,

On behalf of St. Ann's Episcopal Church, it is my pleasure to inform you that a grant to Kennebunk Public Health in the amount of \$2000 has been approved for unrestricted spending. A check representing this award is enclosed.

Please acknowledge your receipt of the grant by signing and returning a copy of this letter to me as soon as possible. In addition, we look forward to receiving a report on the implementation of your grant one year from receipt date.

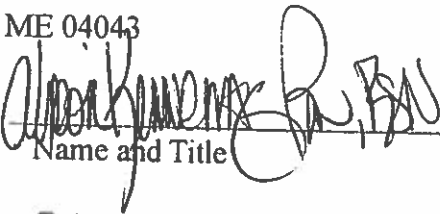
St. Ann's Episcopal Church is proud to support your mission. Thank you for your good work!

Sincerely yours,



Delta Fuller, Chair
Outreach Committee
158 Brown Street
Kennebunk, ME 04043

Accepted by


Name and Title

Date 10/9/18

Encl: Check # 5426

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

ST. ANN'S EPISCOPAL CHURCH
P.O. BOX 44
KENNEBUNKPORT, ME 04046



5426

52-7218/2211

10/4/18

PAY TO THE ORDER OF Kennebunkport Public Health Service

Two Thousand and 00/100*****

\$**2,000.00

Kennebunkport Public Health Service*****

DOLLARS

MEMO

AUTHORIZED SIGNATURE

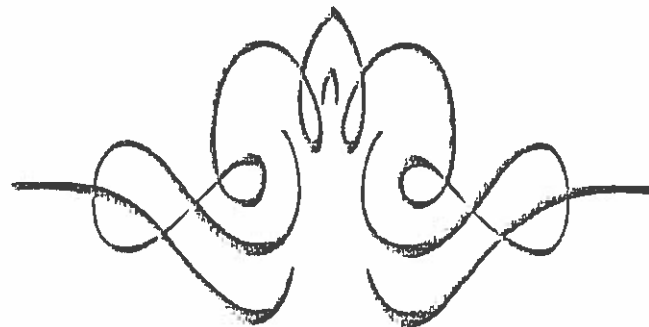
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Agenda Item Divider



11

Town of Kennebunkport
Request for Proposals
for Village Parcel Master Plan

The Town of Kennebunkport invites multi-disciplinary teams to submit proposals to provide professional services to develop a Master Plan for the Village Parcel. The Town of Kennebunkport reserves the right to accept and/or reject any or all proposals as it deems in the best interest of the Town.

Community Background

With its picturesque coastal location and quaint village center, the Town of Kennebunkport is well known for its high quality of life, making it a popular tourist destination throughout Maine and the Northeast. Kennebunkport offers a truly outstanding natural and cultural environment to both residents and visitors. The combination of a rocky coastline, beaches, harbors, restaurants, historic villages, cultural and social activities, and a vibrant, natural hinterland creates an extremely desirable place to live and to visit.

The resilience and fortitude of Kennebunkport and its residents has long been demonstrated over the years by our current and ancestral farmers, fishermen, builders, artisans and tourists. More recently this same determination has helped the town adapt, manage and flourish with tourism and growth.

Few of today's residents are descended from old Kennebunkport families. Most have been brought up somewhere in New England and have moved here "from away". Some grew fond of Kennebunkport as summer visitors, many found ways to work in town; others moved here as retirees. Most townsfolk want to preserve those aspects of the town which attracted them.

The respect for history, objects and traditions from our past help nurture Kennebunkport's "village atmosphere" where and whenever possible. Our tree-shaded streets, scenic vistas, unspoiled coast line, along with classic architecture and landscaping continue to have a strong attraction for new visitors and new residents.

Residents take pride in their areas. When public issues are discussed, they take pains to point out that they are from Goose Rocks Beach or Cape Porpoise or Cape Arundel and that those districts have their own special characteristics and concerns which must somehow be accommodated.

Its popularity among tourists and vacationers, however, has led to rising housing costs as more and more people desire to live and vacation in town. While higher home values are certainly a positive for existing residents who own their homes, the increasing cost of housing limits Kennebunkport to only high-income households who can afford it. Moderate-income families simply cannot afford to call Kennebunkport home.

According to the US Census, Kennebunkport's population grew until the 2000's when the population decreased from 3,720 in 2000 to 3,474 in 2010. In the same time period the population aged. In 2000, 25% of residents were over the age of 60 while in 2010, 34% were over the age of 60. The housing stock increased between 2000 and 2010 by 13.39% or 342 houses; however, during that 10-year period seasonal housing increased by 28%.

Kennebunkport's continued movement to a more seasonal nature is threatening its long-term viability as a year-round community.

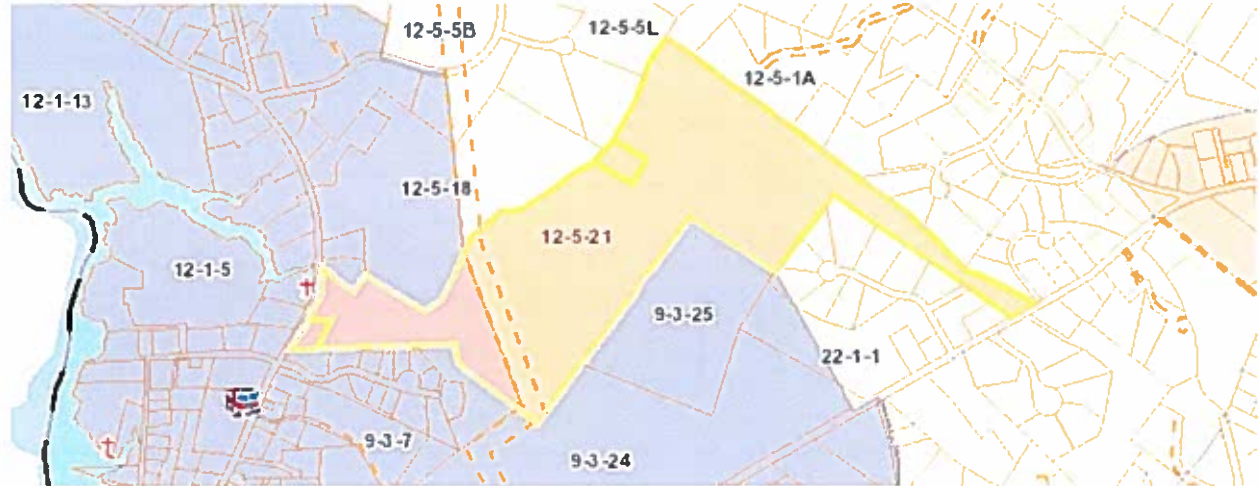
Village Parcel Background

In the fall of 2018, the voters approved the purchase of approximately 85 acres near the village area for town use. The property was previously approved as an 80-unit subdivision for high end condominiums targeting residents that would likely be seasonal in nature. The parcel connects North Street and School Street, which are two main thoroughfares in town. The previously approved subdivision underwent extensive review through the Town's Planning Board, Maine Department of Environmental Protection and Army Corps of Engineers. Under those approvals the previous owner began the process of developing the land in accordance with those approvals. The parcel currently has a base road that has been constructed to connect North Street and School Street, as well as water and sewer stubbed to the site from the North Street entrance. The site also has been cleared of trees at all the previously approved development sites.

The parcel's North Street entrance is located approximately 0.5 mile from Dock Square and only 0.1 mile from the Village Fire Station. The property's School Street entrance is only 0.8 mile from Kennebunkport Consolidated School and 0.7 mile from the village of Cape Porpoise. The proper development of the site could benefit future generations of Kennebunkport through a variety of uses.

Zoning

The parcel is split with one third in the Village Residential zone, and two-thirds in the Free Enterprise zone. The land use ordinance allows for voter approval of contract zoning. Please see the Town's website for a copy of the land use ordinance for further details.



Purpose

Although Kennebunkport has long been a seasonal destination, recent indications are that the seasonal nature of the Town will overtake the ability to function as a year-round community. The purchase of this parcel should allow the Town to plan for future needs community wide in a manner that will have a long-term positive impact on the character, culture, and quality of Kennebunkport. The outcome may include a mix of public and private uses as guided by the public process.

The parcel is ideal in terms of its connection to the center of Town and Cape Porpoise. The ideal development of this parcel could provide for the future of Kennebunkport in alignment with the comprehensive plan.

- Provide for future town essential services, including municipal facilities as well as facilities to enhance the Kennebunkport experience.
- Include design principals of traditional neighborhoods found in Kennebunkport's village area.
- It flows as an extension of Kennebunkport's adjacent villages.
- Maintain our small-town character
- Encourage vehicular and pedestrian connectivity.
- Provide for future multigenerational needs.
- Establish mixed uses that complement the needs of the community and each other.
- Encourage passive recreational opportunities.

The Town's comprehensive plan outlines a vision of villages. The community has continued to support the unique characters of the villages and this parcel directly impacts three of these areas.

II. A VISION OF VILLAGES AND DISTRICTS

The following areas emerged from the participants in the visioning process for how Kennebunkport's distinctive villages and areas might look several years in the future.

Dock Square will remain primarily a retail center. Its stores will include day-to-day convenience items as well as high quality, locally-owned galleries and shops. The historic architecture will be strictly maintained, and buildings will stay in scale with the area. The commercial area will cover the same area it does now. The appearance of Dock Square will be improved by burying utility lines and screening dumpsters. Parking will be provided off-site, with connecting shuttles. There will be public restrooms.

Cape Porpoise will remain a livable, fishing community. The harbor will be home for fishing and lobster boats as well as pleasure craft. The village stores will be oriented towards basic goods, such as groceries and hardware. The village itself will be walkable, with maintained and extended sidewalks. For those seeking a longer walk, there will be bike paths and walking paths. Streets will remain narrow, and automobile traffic will be minimized. The area's 19th Century feel will be preserved.

The Maine Street/ Village Residential area will remain the center for municipal services in town – with the Town Hall, fire station, and library. Improved sidewalks and bike paths will make it easier to get around. The tree canopy overhead will be encouraged and maintained. Historic homes and structures will be preserved and maintained. Traffic will flow smoothly and all-day parking restricted. Bed and breakfast establishments will be encouraged in historic buildings.

Respondent Qualifications

Respondents should submit documentation of qualifications for performing the work identified in the Scope of Services. Ideally the team will encompass the skills necessary to complete all tasks within the scope of services, these include public engagement and facilitation, market analysis, economic development, civil engineering, land use planning, and architecture. Additionally, all respondents should provide the following information:

1. List of team members and pertinent contact information.
2. Identification of all roles amongst team members, including project lead.

3. List of completed similar projects for all team members (including project name, location, nature of work, date completed, and client's contact information).
4. Evidence of required licenses, permits, and professional qualifications for all team members, as applicable.
5. Demonstrated proof of the respondent's ability to complete the project within the proposed budget and on the proposed timeline.

Evaluation Criteria

Award of a contract will be made to the firm whose proposal is determined to be most advantageous for the Town of Kennebunkport, taking into account all of the factors set forth in the evaluation criteria. A selection committee will conduct interviews with chosen respondents. While cost is a factor in any bid award, it may not be the determining factor for this RFP.

Proposals will be evaluated based on the following criteria:

1. Qualifications, ability and previous experience with local master planning studies and activities, including a demonstrated knowledge of the local development process; public outreach and engagement; and national, state, regional and local policies, regulations, trends and issues.
2. Respondent's experience on similar projects, with demonstrated ability to comply with schedule and budget of a given contract.
3. Community involvement strategy, including design and implementation of a meaningful public process and stakeholder engagement.
4. Work plan, including understanding of desired scope of services, technical approach and schedule for project completion.
5. Proposed project budget, which will be considered but may or may not be a deciding factor.

Scope of Services

Task 1 – Public Outreach and Participation

Public input for the creation of the Village Parcel Master Plan will be a reflection of the community members as well as the Board of Selectmen and our stakeholders. Public engagement is essential to both the success of the planning and eventual implementation. To this goal, the selected team will develop and implement a strategy for obtaining public input for the development of the plan. At a minimum, this strategy will include a public kickoff meeting, a public input session, interviews with partners and stakeholders, and a final presentation of the plan and recommendations to the Board of Selectmen. It is envisioned that several different community outreach activities will need to take place during the creation of the plan. This would

include traditional and non-traditional methods of engagement, including the use of the Town website and social media accounts.

Task 2 – Assessment of Municipal Needs

The selected team will partner with Town departments and stakeholders to determine any potential future municipal or municipal partner needs and services over the next 50 years. This should include needs specifically envisioned for this property and town-wide.

Task 3 – Market Assessment

Provide a market-based “reality check” on the identified uses through task 1 and task 2. The assessment should appreciate the gaps in retail, residential, and service industries. The master plan should strengthen and diversify the local business and residential base.

The Market Assessment task should inform the rest of the process and identify the uses that are possible given market conditions.

Any residential market analysis should identify the types of housing units that would be appropriate for the Town’s existing and future population and consider how housing affordability challenges can be addressed. The possibility for senior housing and workforce housing should be evaluated.

At a minimum, the non-residential analysis should consider retail, recreation, entertainment, education, and cultural facilities as potential uses, in our desire to create neighborhoods where residents can live, work and play.

Public input should be considered to determine which, if any, of the market feasible uses are desired by the community.

The final plan will include a market assessment and economic development recommendations report.

Task 4 – Design and Recommendations

Drawing from the information gathered in task 1 and the assessment conducted in Task 2 and in coordination with the Board of Selectmen and Town staff, the consultant will develop a site plan including design and recommendations for the property. This plan shall include the following elements:

- Goals and objectives of the Village Parcel Master Plan
- Design recommendations to mirror the village theme consistent with public and stakeholder input.

- Design guidelines for future development, both public and private, this may include streetscape renderings, space and bulk standards, architectural guidelines.
- Connection diagrams to clearly show how the public will access the space including points and routes for walking, biking and driving to proposed sites. This should also include a list of needed investments to facilitate proper access.
- Budget and costs for needed infrastructure improvements as well as a phased development approach to offset their costs.
- Recommended mix of land and building uses to promote live, work, and play opportunities in connection with the input gathered in Tasks, 2 & 3.
- Site plan showing all of the elements listed above, including sub-area plans as appropriate.
- Use previously acquired property information to assist with identification of site constraints.

Task 5 – Implementation Strategy

Using the site plan developed under Task 4, as a starting point, the consultant will propose a recommended implementation strategy. This section will include a phased development process which details a list of actions to be undertaken at each phase of development. Approximate costs, projects to be completed, and a list of goals and objectives for each phase should be identified as well as a full, final implementation phase.

The implementation plan will identify partners who should be engaged in the implementation of the Village Master Plan. This list should include relevant individuals and organizations who have an interest in or may be in a position to assist with the implementation of the plan. The list of partners should include local, regional, and statewide individuals and organizations as appropriate. A description of why each partner is included and how each may need to be engaged in the implementation process should be included.

The Town is desirous of achieving its goals while minimizing continued future public investment. In addition to project phasing and identification of potential partners, the consultant will discuss strategies for implementation of the Village Parcel Master Plan. The recommendations should include but not be limited to, strategies such as public private partnerships, public financing and private development opportunities which would benefit and leverage public investments.

Documents and Resources Available for Review

- Kennebunkport Comprehensive Plan (2012)
- Kennebunkport Land Use Ordinance
- Housing Needs and Analysis (2018)
- Kennebunkport Housing Charette (2016)
- Kennebunkport GIS (website)
- Previously approved subdivision plan for “Olde Port Village”

Deliverables

The final deliverable shall include a report which addresses each of Tasks 1 – 5, as enumerated within the Scope of Services of this Request for Proposals. The final report shall include all supplemental documents and appendices which the consultant deems necessary for the fulfillment of the aforementioned tasks. The final submissions shall also include an electronic copy of all report elements submitted as PDF files and in other Microsoft office formats. Electronic plan submissions must be supplied in a format compatible with Arc-Gis, AutoCAD, and geo-referenced to the Town’s preferred datum.

Schedule

Release of RFP	October 19, 2018
Deadline for receipt of proposals	November 16, 2018
Review of Proposals	November 20 – 26, 2018
Interviews of Finalists	November 28, 2018
Award of Contract	December 13, 2018
Project start date	January 2, 2019
Tentative Project completion date	December 31, 2019

Submittal Requirements

Sealed proposals are due at the Kennebunkport Town Office by Friday, November 16th at 4:00 pm. All proposals must include five (5) copies of all required materials along with one (1) electronic copy emailed to the Town Manager a LSmith@kennebunkportme.gov. Proposals need to be addressed to the Town Manager at P.O. Box 566, 6 Elm Street, Kennebunkport, Maine 04046 and labeled “Village Parcel Master Plan Proposal”. The Town of Kennebunkport reserves the right to accept and/or reject any or all proposals as it deems in the best interest of the Town.

October 19, 2018

Town of Kennebunkport
P.O. Box 566
Kennebunkport, Maine 04046

Village Parcel Master Plan Request for Proposal Submission

THIS FORM MUST BE USED TO SUBMIT A PRICE PROPSAL

All Proposals must be submitted by **Monday, November 19th by 4:00 PM.**

Proposals must be delivered to Laurie Smith, Town Manager, P.O. Box 566, 6 Elm Street, Kennebunkport, Maine 04046

Tasks	Price
1. Public Participation and Outreach	
2. Assessment of Town Needs	
3. Market Assessment	
4. Design and Recommendations	
5. Implementation Strategy	
Total Cost:	

Name of Firm/Team:		
Project Leader Name:		
Address:		
City	State	Zip
Email:		Phone:

By my signature below, I acknowledge that all information within this response is true to the best of my knowledge.

Signature

Date

Printed Name